



# Watertown City School District

## Universal Prekindergarten Program

### Community-Based Organization Application

#### Request for Proposals (RFP) 2026-2027

#### I. RFP Cover Page

**Please return to:**

Lynn Gaffney  
Assistant Superintendent for Instruction  
Watertown City School District  
1351 Washington Street  
Watertown, NY 13601

All questions regarding this application should be sent to Lynn Gaffney at [lgaffney@watertowncsd.org](mailto:lgaffney@watertowncsd.org). Questions received within four (4) days of the due date of this application may not receive a response.

RFP Timeline	RFP is released: February 25, 2026 Introductory Meeting / Q & A: March 5, 2026 from 9 a.m. to 10 a.m. <ul style="list-style-type: none"><li>• Via Zoom: <a href="https://zoom.us/j/9474647137?omn=99522449989">https://zoom.us/j/9474647137?omn=99522449989</a></li></ul> Last day to submit questions: March 12, 2026 RFP is due: March 23, 2026 by 3:00 p.m. EST Interview of RFP participants: April 1 <sup>st</sup> and 2 <sup>nd</sup> , 2026 Anticipated Award: April 2026
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**Directions:** Please complete the following form and required documents and return the original and three copies in a sealed envelope marked with the name and address of the proposer. The submission must be received to the above address **no later than March 23, 2026 by 3:00 p.m. EST.**

## II. RFP Overview

The Watertown City School District (WCSD; the District) issues this Request for Proposals to seek high-quality community-based providers that demonstrate best practices for three-year-old and four-year-old students in prekindergarten to provide full-day and half-day Prekindergarten Education services for the WCSD.

Funding for preschool service providers for the WCSD is contingent upon the District receiving UPK funding via the New York State Education Department (NYSED). Therefore, all applicants must agree to provide services aligned to the requirements placed upon the District by NYSED, including aligning instruction to the *New York State Prekindergarten Learning Standards*. Before being awarded, at least one site visit will occur.

Awards will be made public during a regular meeting of the Watertown City School District Board of Education. Currently, the District anticipates the following prekindergarten seats to be available for collaboration. The District will offer the following annual per-pupil reimbursement rates:

- Three-year-old full-day @ \$7,100
- Four-year-old half-day @ \$4,350
- Four-year-old full-day @ \$8,700

\*The above rates are estimates only. These rates are subject to change based on revisions in aid and other budgetary developments from New York State. The number of seats available for each category is not known at this time.

This RFP reflects other stipulations that the WCSD made to NYSED when applying to serve three-year-old and four-year-old students and in annual reviews of its grant's performance. Submission of an application indicates your support of these stipulations. These include:

- Fidelity to *Creative Curriculum Gold* and related robust instructional staff support.
- Commitment to "supporting children's natural dispositions for empathy, compassion, and fairness to foster a more equitable world." - Rekia Rogers
- Consistent participation in District-provided professional development (including Directors and Curriculum Support Staff as relevant in 2026-2027).
- Family engagement – promoting the inclusion and engagement of students' families in school events and activities.
- Effective use of resources (expenditures reflect costs of operating the program and no other).
- Developing a workforce that reflects the diversity and needs of the school district's preschool students and families.

The information you provide will be scored using the criteria set forth in Attachment A.

The School District may implement a lottery process to designate students to programs, as appropriate. The lottery process requires the School District to implement a random selection method when the number of eligible children who apply is greater than the available space. If applicable, the lottery process will occur May 15, 2026.

The Watertown City School District hereby advises students, parents, employees, and the general public that it offers employment and educational opportunities, including vocational educational opportunities, without regard to sex, race, color, national origin, creed or religion, marital status, age, gender preference, or disability. Inquiries regarding this non-discrimination policy may be directed to Assistant Superintendent Tina Lane, 1351 Washington Street, Watertown, New York 13601.



**Please check that you have included all of the following documents with your application.**

- All current licenses your organization holds regarding the operation of your business
- All certifications your organization holds regarding the operation of your business
- All certifications your employees hold regarding the operation of your business
- Site Plan
- Certificate of Occupancy for the location at which you will operate the program
- All required insurance policy documents
- Resumes of professional staff members who may be involved with WCSD Universal PreKindergarten
- If your organization has not previously provided prekindergarten programs to WCSD, please provide at least four (4) references from similar projects. Please include names, addresses, and contact information.
- Current FS-10 and FS-10F Budget Form
- Last Year's FS-10 and FS-10F Budget Form

Legal Name of Organization:			
DBA Name of Organization (if different than above):			
Principal Location Address:			
Additional Office Location Address(es):			
Phone:	Fax:	Email:	
Name of Chief Executive Officer:		Phone:	Email:
Name of Contact Person:		Email:	Email:
Name of Financial Officer:	Title:	Phone:	Email:

<p>Organization Type (Check One):</p> <p><input type="checkbox"/> Non-public School</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> LLC</p> <p><input type="checkbox"/> Other: please describe</p> <p>_____</p>
How Long Has Your Organization Been in Business:
Federal Tax ID Number/BEDS Code:
Disclose any prior legal actions, contract terminations, New York State Office of Children and Family Services violations, or ethics violations involving your organization in the last ten (10) years:

### III. Required Services

#### Assurances

**Checking each box** indicates that the Agency Executive Director or Owner of the applicant organization guarantees that:

- The applicant organization will be expected to comply with all required state, local, and district safety and security regulations, provide data and other information to the District as requested, and facilitate district oversight of the program.
- If licensed by OCFS, the agency will provide monthly (or as soon as available) updates regarding OCFS inspections so that the District can support any areas for improvement immediately.
- The agency will share calendars for special events and family engagement activities so the District is aware. Likewise, the agency will immediately communicate closures to the District.
- The CBO may not remove or exclude any student without discussion between the CBO and Lynn Gaffney, Assistant Superintendent for Instruction.
- In compliance with NYSED regulations and guidance, the agency cannot deny any student access to prekindergarten programming due to the student's "toilet training" status.
- The agency will provide meals to program participants during each day the program is in session in accordance with applicable laws and regulations at no additional cost to the program participants or the District.**
- Family engagement during the school day will be integrated into the schedule without reducing the duration of instructional services.
- The program commits to implementing literacy concepts and strategies from the LETRS training provided by WCSD. These evidence-based practices will be integrated into the Creative Curriculum to support early literacy goals.
- The program will fully comply with WCSD's multi-tiered systems of support (MTSS) structure for both academics and behavior. This commitment includes explicitly implementing the Prevent Teach Reinforce for Young Children (PTRYC) framework, integrating its principles to provide targeted, data-driven interventions, and promoting positive outcomes for every child.
- The program leaders and staff will welcome and collaborate with WCSD support and oversight staff, including, but not limited to, the Instructional Coach and Pre-K Principal. Program leaders agree to help resolve any conflicts arising between program staff and WCSD Instructional Coaches or other WCSD staff in conjunction with the WCSD Pre-K Principal and develop a specific, individualized plan to facilitate cross-agency coordination and optimal service delivery to WCSD students served.
- The program's director will attend all scheduled meetings, recognizing these sessions as essential for maintaining cohesion, communication, and alignment within the district Pre-K program. These meetings serve as critical continuing education opportunities that cannot be effectively replicated through 1:1 makeup sessions. Additionally, all teachers are expected to attend scheduled professional development sessions. Any anticipated absences will be communicated to Principal Maurer in advance to ensure continuity and accountability.

- If the applicant fails to provide documentation satisfying teacher certification criteria for each teacher by August 23, 2026, they will be in violation of the agreement with the Watertown City School District and subject to the cancellation of the Prekindergarten contract between WCSD and the agency.**

**Ability to Operate**

Do you have the ability to operate for a minimum of 5 hours/day, 5 days/week, for 180 days (full day) or 2.5 hours/day, 5 days/week, for 180 days (half-day)? Provide an explanation if needed.

- Yes
- No

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**Programming**

How will you ensure that all programming will adhere to District policies and procedures?

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**Developmentally Appropriate Curriculum and Instruction**

How will you ensure that you will deliver developmentally appropriate curriculum and instruction aligned to the NYS Prekindergarten Learning Standards?

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**Specially Designed Instruction/Services**

What aspects of your program will allow you to provide specially designed instruction/services to support students with disabilities? What experience do you have working with Children with Disabilities?

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**Emergent Multilingual Learners**

How will your agency work with Emergent Multilingual Learners? What experience do you have working with Emergent Multilingual Learners? How will your agency work with the families of Emergent Multilingual Learners? What experience do you have working with the families of Emergent Multilingual Learners?

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#### IV. Description of Services to be Provided by the CBO

##### Capacity

What is the maximum number of prekindergarten students you could serve?

\_\_\_\_\_ 3-year-old half-day

\_\_\_\_\_ 3-year-old full-day

\_\_\_\_\_ 4-year-old half-day

\_\_\_\_\_ 4-year-old full-day

What space do you have available to house universal pre-k programs, what is the student capacity for such space, and what is the address where the space is located?

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How can your agency provide needed services effectively and efficiently? Provide details about the number of staff you have.

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##### Program Design and Experience

How is your program designed? Describe a typical day. What experience does your agency have in providing developmentally appropriate programming to prekindergarten students?

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Assessment-based Progress

How does your agency use assessments to understand children's progress? How do you communicate the results of the assessments and children's progress with their families? How are assessments used to inform classroom instruction, address the needs of individual children, and improve the program?

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Program Effectiveness

How do you know your agency's program is effective? How does your agency measure success?

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Program Accessibility

How do you engage families in your program? How easy is it for families to become involved in your agency's program?

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**Support Services**

How does your agency identify and support children and families who need additional social, nutrition, or health-related services?

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**Diverse Family Engagement Experiences**

Describe how your efforts at Family Engagement will encompass a variety of opportunities, including but not limited to student showcases, open houses, and regular classroom participation. Describe how families will be welcomed into classrooms to observe and participate, with teachers utilizing these experiences to model positive adult-child interactions and foster a collaborative learning environment.

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## V. Staffing

### Certification

Please describe the credentials of the teachers who will be delivering UPK program instruction. Please specifically mention whether the teacher(s) are NYS-certified or uncertified.

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CBOs that employ teachers who are not certified must have a supervisor who is certified for service in the early childhood or childhood grades and who is on-site during the hours of prekindergarten operation.

Please select the box that describes the status of your agency:

- All teachers are certified, and the agency will provide copies of their certificates.
- Teachers are not certified and will be supervised by an on-site director who is certified in early childhood education. The agency will provide copies of the Director's certificate.
- Neither the teachers nor the director is certified. The agency will submit a 5-year written plan to obtain certification.

If your agency will employ any uncertified teachers, please describe the procedures that will be in place for supervising the uncertified teachers.

- Not applicable

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**Staff Stability**

Please describe the stability of staff and your agency's turnover rate. Please describe your ability to fill vacancies promptly.

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**Evaluation of Staff**

Describe the agency's ability to measure and assess the student-teacher interactions and the quality of the learning environment. What tools do you use to evaluate staff?

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**Professional Development**

Describe your agency's ability to participate in professional development. What professional development do you offer to your staff each year?

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**Staffing Ratios**

Describe your agency's ability to meet the following child-staff ratios:

- Maximum class size: 18 students, 1 teacher and 1 paraprofessional
- Maximum class size: 19 – 20 students, 1 teacher and 2 paraprofessionals

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## VI. Oversight and Fiscal Management

### Budget

Please complete and attach FS-10 Budget Form for 2026-2027. How does your budget reflect program operation costs and no others? Why are the funds requested reasonable and aligned with market rates?

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### Financial Solvency

Is your agency in a positive financial situation? Do you have any concerns about your agency's ability to continue operating in the future?

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### Record Management

How does your agency store records and documents to ensure student confidentiality?

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**Administrative Structure**

**What is your agency's administrative structure?**

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**Health and Safety**

**How does your agency ensure all applicable health and safety and licensure requirements are met?**

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## VII. Eligibility

### Screening

What are your agency's current practices for screening all new students?

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## VIII. Nutrition, Health, and Well-Being

### Meals and Snacks

What is your agency's policy on providing appropriate and sufficient meals and snacks to students?

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### Physical Activity

How does your agency promote physical activity for students? How often do your students spend time outside?

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## IX. Learning Environment, Curriculum, and Instruction

### Schedule

Explain how your daily schedule:

- Balances intentionally planned activity and quiet play, indoor and outdoor gross motor activities, and individual and small group activities.
- Provides approximately 1/3 of the daily schedule for children to engage in self-initiated activities

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### Environment and Supplies

Explain how your agency provides:

- Instructional materials that promote a balance of individual and small group activities
- Instructional spaces and equipment that promote a balance of individual and small group activities

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### Transition and Continuity

How will your agency ensure transition and continuity with the District's prekindergarten to Grade 3 curriculum?

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Supports

What support(s) will your agency need to implement and/or continue to use the WCSD Universal Prekindergarten curriculum and assessment programs (currently: Creative Curriculum, Cyclone 6, Second Step (SEL program), Pyramid Model (Pre-K), transitioning into PBIS (K–12), Cognitive Science initiatives, Top 10 Daily Doses of Literacy (supplemental curriculum))?

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District's Mission and Vision

Prekindergarten students at community-based agencies are students of the Watertown City School District. Describe how the program will support the acquisition of the District's mission and vision and cultivate students' identity as WCSD students.

**The District's mission statement:**

*Watertown City School District is committed to building a caring culture that fosters lifelong learners and responsible citizens.*

**The District's vision statement:**

*At Watertown City School District, our vision is to cultivate a vibrant educational community marked by a caring culture that nurtures lifelong learners and responsible citizens. Grounded in our core values, we aspire to be a district renowned for our unwavering commitment to exceptional programs that meet the diverse needs of all students. Through the cultivation of meaningful relationships, welfare-centric actions, and a dedication to safety and security, we are dedicated to fostering an environment where every individual feels valued and respected. Our vision encompasses the creation of a caring, inclusive, and equitable space that celebrates diversity and sets high expectations for achievement. We are united in our pursuit of excellence, challenging students to reach their full potential academically, socially, and personally. Watertown City School District envisions a future where each member of our community thrives, inspired to embrace learning and contribute responsibly to the world around them.*

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## X. Assurances

Please check each box to show that you understand and make assurances to the following:

- The CBO agrees it will notify WCSD by submitting an Inactivation Form within 30 days of a student unenrolling from the program before the full year duration. CBOs will only receive prorated payment for services provided to such students for the months they attend the program.
- Program materials provided by the grant will be available to students in their classrooms at all times.
- The Successful Proposer shall procure and maintain at its own expense and from insurers acceptable to District, such insurance policies written through insurance companies licensed to do business in the State of New York and who are AM Best Rated A- or better, and will fully protect Successful Proposer and District from all claims for injuries or damages, including attorneys' fees, by whomever caused, arising out of the actions of the Successful Proposer, whether before or after its completion.
- Successful Proposer shall also maintain at its own expense any other insurance required by law, in any event, to include the following:
  - General Liability, Including Personal Injury; Broad Form \$1,000,000 (per occurrence)
  - Property Damage; Explosions; \$2,000,000 (aggregate)
  - Completed Operations and Contractual Liability
  - Sexual Abuse & Molestation \$1,000,000 (per occurrence) \$2,000,000 (aggregate)
  - Automobile Liability, for all owned and non-owned vehicles \$1,000,000 (combined single limit)
  - Umbrella Liability \$3,000,000
  - Worker's Compensation including Disability, as required by law
  - Employer's Liability, \$1,000,000/\$1,000,000/\$1,000,000
- WATERTOWN CITY SCHOOL DISTRICT shall be named as additional insured on all of these policies, including the coverage for ongoing and completed operations, except Worker's Compensation. If the General Liability policy is subject to an aggregate limit, it shall contain an aggregate limit per Site or similar endorsement. All such policies shall be primary and noncontributory over any and all collectible insurance and shall provide that they will not be canceled, allowed to expire, or restrictively modified without thirty (30) days prior notice to the District. All such insurance must be evidenced by certificates of insurance endorsed as required above, in a form satisfactory to the District. Any policy deductibles shall be borne by a Successful Proposer. The District shall be entitled, upon request, to a certified copy of Successful Proposer's insurance policies for any period of time applicable to Successful Proposer's work hereunder.

Within the past two years, do you have any record of violation(s) of health and safety codes and/or licensure or registration requirements of collaborating non-profit organizations, community-based organizations, charter schools, and/or libraries and museums?

- Yes    No

*[If yes, please include any record of violation(s) within the past two years of health and safety codes and/or licensure or registration requirements, where applicable, with an assurance that any such violations have been corrected.]*

If your agency does not meet all the criteria needed to implement the Universal Prekindergarten Program, are you willing to work towards meeting those criteria?

Yes    No

**VII. SIGNATURE**

Agency Executive Director/Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment A

Allocations of Universal Prekindergarten (UPK) slots for Watertown City School District will be determined based on the following criteria set forth in 8 NYCRR 151-1.6:

- (1) the eligible agency's capacity to effectively, efficiently and immediately provide needed services –
  - scored between 0 and 10 points;
- (2) the ease of utilization and accessibility of the program to parents and/or guardians –
  - scored between 0 and 10 points;
- (3) capacity to provide ongoing staff development-
  - scored between 0 and 10 points;
- (4) staffing patterns and qualifications-
  - scored between 0 and 10 points;
- (5) documentation that all applicable health and safety codes and licensure or registration requirements are met-
  - scored between 0 and 10 points;
- (6) anticipated fiscal share and other resources will be contributed to the universal prekindergarten program-
  - scored between 0 and 10 points;
- (7) current program design and experience in providing developmentally-appropriate programs-
  - scored between 0 and 10 points;
- (8) fiscal solvency-
  - scored between 0 and 10 points;
- (9) stability of staff, rate of turnover and ability to fill vacancies in a timely manner-
  - scored between 0 and 10 points;
- (10) articulated mission/philosophy statements-
  - scored between 0 and 10 points;
- (11) record management and documentation procedures followed by the agency-
  - scored between 0 and 10 points;
- (12) administrative structure-
  - scored between 0 and 10 points;
- (13) capacity and experience in serving children with disabilities-
  - scored between 0 and 10 points;
- (14) capacity and experience in serving children and their parents and/or guardians when they are limited English proficient-
  - scored between 0 and 10 points;
- (15) children's progress as demonstrated by assessments-
  - scored between 0 and 10 points; and
- (16) demonstrated effectiveness of the eligible agency's program-
  - scored between 0 and 10 points.

In evaluating proposals, the School District may take into consideration RFP responses, interviews, past performance, and other information available.

## EXHIBIT “A” CONTRACT TEMPLATE

This Agreement is entered into as of July 1, 2026 between the Watertown City School District, with offices at 1351 Washington St, Watertown, NY 13601 (“District”) and \_\_\_\_\_, with an office at \_\_\_\_\_ (“Provider”).

**WHEREAS**, the District is eligible for aid under Section 3602-e of the Education Law for a Universal Pre-Kindergarten Program, (hereinafter, the “Program”); and

**WHEREAS**, the Provider is an eligible agency approved by the Commissioner of Education to implement a prekindergarten program in accordance with Section 3602-e of the Education Law and Regulations of the Commissioner; and

**WHEREAS**, the District agrees to contract with Provider and Provider agrees to perform Pre-Kindergarten services for and on behalf of the eligible students assigned to Provider by District at Provider’s facilities.

**NOW, THEREFORE**, the parties agree as follows:

1. **Term**: The term of this Agreement is July 1, 2026 through June 30, 2027. The District may terminate this Agreement prior to the expiration of the term:

- (1) without cause upon thirty (30) days’ written notice to the Provider; or
- (2) for cause upon immediate written notice to the Provider.

In the event the Agreement is terminated under this Section, all performance and financial obligations would cease upon the termination date.

2. **Provider Services and Obligations**: The minimum services to be provided and requirements to be met by Provider hereunder are as follows:

- a. The Provider will design and implement the Program to be operated at Provider’s facilities in accordance with Subpart 151-1 of the rules of the New York State Education Department. The District curricular framework and instructional philosophy will be incorporated into lessons. The Provider will provide meals to program participants during each day the program is in session in accordance with applicable laws and regulations at no additional cost to the program participants or the District.

- b. Instruction shall be provided on all days that the District is in session, and Provider's UPK teachers and aides will work the same days as District teachers and aides, including superintendent conference days. Days of instruction must be provided within the public school calendar year (September through June) and cannot extend past June 30th.
- c. Provider shall meet and comply with all of the uniform quality standards set forth in Section 151-1.3 of the Regulations of the Commissioner of Education for universal prekindergarten classrooms, which are incorporated herein.
- d. Provider shall follow the UPK timeline of progress reports and parent-teacher conferences.
- e. Provider shall ensure that a minimum of [redacted] hours of instruction is provided each day the Program is in session.
- f. The Program will be operated 5 days a week except as set forth herein.
- g. The Program will have a maximum slot allocation of [insert number of students] students and will have qualified teachers and paraprofessionals in a number at least commensurate with the number of students, as required by Section 151-1.3(e) of the Commissioner's Regulations. The Program's class size will not exceed the class size authorized by Section 151-1.3(e) of the Commissioner's Regulations.
- h. Provider shall prepare and maintain a daily attendance record for each student.
- i. In the event the District is closed or delayed, the Provider will consult with the District to determine how to proceed. In the event that the Provider is closed or delayed, the Provider will notify the District.
- j. Services shall be provided to those children designated to the Provider by the District as eligible for the Services. The District may change such designation and/or number of children from time to time or at any time. A complete enrollment list will be provided by the District, to include the name, address and birth date of the student, the name(s) of the parent(s), proof of residency and proof of income eligibility, if applicable. However Provider shall furnish to the District all children records necessary for enrollment, including but not limited to birth certificate, proof of residency, updated physical and shot records.

- k. Instruction shall be delivered by a teacher who holds appropriate New York State certification and a copy of said certification must be provided to the District, unless otherwise authorized by applicable law and SED guidance.
  - l. The Provider will provide support services to eligible children and their families necessary to support the child's participation in the prekindergarten program.
  - m. The Provider shall ensure that the environment and learning activities of the prekindergarten program are designed to promote and increase inclusion and integration of preschool children with disabilities and to ensure that participating children with limited English proficiency are provided equal access to the Program and its opportunities.
  - n. The District will not provide transportation to students to and from the Program. At all times, Provider's facilities shall comply with 8 NYCRR 155.4 and other applicable law.
  - o. Provider is expected to uphold high standards and work collaboratively with the District to address concerns quickly and constructively. Provider shall engage in solution-focused dialogue to address all issues and concerns. Provider shall strive to provide every child with a strong, supportive foundation for lifelong learning. Provider shall operate with integrity, transparency, and a commitment to excellence.
3. **Obligations of District:** The requirements to be met by the District hereunder are as follows:
- a. The District will be fully responsible for completion of the student enrollment process, and will manage the registration of students through the District Office.
  - b. The District will evaluate and designate students eligible for services with the Provider and provide a complete enrollment list to the Provider, to include the name, address and birth date of the student, the name(s) of the parent(s), proof of residency and proof of income eligibility, if applicable.
  - c. The District will notify the Provider of its final student assignments on or before September 1<sup>st</sup> each school year.
  - d. The District shall have the right to have its representative visit the Program for information and assessment purposes.
4. **Compensation:**
- a. Compensation will be based on the number of students enrolled, multiplied by a per pupil allocation amount as provided below:

<b>Number of Children</b>	<b>.5/1.0 session (cost per child)</b>
Up to <i>insert</i>	<i>insert</i>

- b. *Insert payment information*. Following the 2026-2027 BEDS Day, enrollment numbers will be locked and all invoices for the remainder of the school year will be billed at the higher of (1) the approved BEDS enrollment numbers; or (2) actual enrollment numbers, provided Provider does not reject eligible students. Prior to the 2026-2027 BEDS Day, monthly payments will be based on the actual enrollment number (according to submitted monthly attendance record), up to the approved contract enrollment number.
- c. The provider will send an *invoice* and *monthly* attendance for all classrooms to the WCSD Pre-Kindergarten Administrator on the 1st of each month (beginning October 1, 2026, for September enrollment). Once verified by the Pre-Kindergarten Administrator, invoices will be delivered to the WCSD Business office for processing. The WCSD Business office may take up to ten (10) business days, from the date of receipt of all required paperwork, to process the invoices and distribute payment. Delays in the submission of required monthly paperwork may result in delays in processing.
- d. The provider must notify WCSD immediately of any changes in their enrollment using the provided enrollment change form. The provider will also notify WCSD immediately of any classroom incidents and OCFS violations.
- e. No parent or any other person shall be required or requested to make any payment for tuition, maintenance, transportation, in addition to the payments made by the District pursuant to this Agreement for the provision of services contracted by the Provider.
- f. Provider shall be solely responsible for employing and compensating the instructors and other personnel necessary for the service.

5. **Disclosure and Compliance:** Provider hereby confirms that they are familiar with the requirements of 8 NYCCRR Section 151-1, et seq. pertaining to Universal Pre-Kindergarten Programs. Provider’s services shall be in accordance with Section 3602-e of the NY Education Law and 151-1 of the Regulations of the Commissioner of Education as now in effect or hereinafter amended. Provider shall comply with all applicable federal, state and local laws, including but not limited to Board of Education policies and the School District’s code of conduct. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case, the Provider shall be entitled to no compensation for the portion of the school year in which such compliance ceases to be maintained and shall reimburse the District any amount already received for that portion of such school year. Provider shall observe and require that all employees maintain applicable requirements relating to confidentiality of records and information.

6. **Insurance:** The Provider shall procure and maintain at its own expense and from insurers acceptable to District, such insurance policies written through insurance companies licensed to do business in the State of New York and who are AM Best Rated A- or better, which meets the requirements set forth in the Request for Proposals issued in connection with this Agreement.
7. **Reports and Records:**
- a. Provider agrees to be subject to inspection or review upon request by the District.
  - b. Provider shall furnish and/or maintain the following information on staff and children enrolled in its programs, pursuant to Section 151-1 of the Regulations of the Commissioner of Education including, but not limited to:
    - A. Documentation that its services are delivered by a New York State certified teacher. A copy of such certification will remain on file with the District throughout the entire school year that services are provided.
    - B. UPK students' attendance records.
    - C. UPK financial records.
    - D. Any child specific information, to include health records, progress reports and completed assessments using the District's approved assessment form.
    - E. Daily/weekly lesson plans.
    - F. School or program calendar for attendance days.
    - G. Parental activity calendar.
    - H. Certificate of Occupancy.
    - I. Certificate(s) of Insurance.
    - J. Fire Drill Log and procedures.
  - c. All UPK-mandated paperwork shall be collected, maintained and made available to the District as deemed necessary by District or New York State Education Department personnel.
  - d. The Provider shall provide any other reports and information as may be required by the District's Superintendent (or designee) regarding implementation of the UPK program, including but not limited to all records and permits set forth in SED guidance located at the following link: <https://www.nysed.gov/sites/default/files/early-learning/nys-prek-health-and-safety-checklist.pdf>.

8. **Indemnification**: The Provider agrees to defend, indemnify and hold the District, its officers, employees, and agents, harmless, at all times during and after the term of this Agreement, from the against all claims, damage, losses, and expenses (including without limitations, reasonable attorneys' fees) arising from, or in any way connected with the negligent or intentional acts or omissions of, or a breach of any term of or condition contained in this Agreement by the Provider, its employees, agents or representatives.
9. **Independent Contractor Status**: It is understood and agreed that the Provider, and its employees and agents, is an independent contractor, and not an employee of the District, and that they cannot bind the District to any obligation, or subject it to any liability whatsoever. As an independent contractor, the Provider and any persons engaged by them shall not be entitled to any medical, health, pension, retirement, disability, unemployment, workers compensation or other insurance or coverage, or any other benefit, similar or dissimilar, from the District. Both parties shall make all tax or other governmental reports in accordance with its status as independent contractors.
10. **Fingerprinting**: Provider agrees to use best efforts to cooperate with the District to have any individuals providing services who will have a direct contact with students to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not limited, to completing paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprints for criminal clearance. Provider shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. Provider shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

**11. Data Privacy and Security:**

- A. **Protection of Confidential Data**. Provider shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:
  - (a) Provider will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.

- (b) Provider will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.
- (c) Provider will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.
- (d) Provider will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- (e) Provider will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- (f) Provider will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- (g) Provider will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- (h) Provider will not sell personally identifiable information nor use or disclose it 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.
- (i) In the event Provider engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Provider shall apply to the subcontractor.

B. Data Breach. In the event that Confidential Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. Provider shall follow the following process:

- (a) The security breach notification shall be titled “Notice of Data Breach,” shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Provider’s investigation or plan to investigate; and

contact information for representatives who can assist the School District with additional questions.

- (b) The Provider shall also prepare a statement for parents and eligible students which provides information under the following categories: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.”
- (c) Where a breach or unauthorized release of Confidential Data is attributed to Provider, and/or a subcontractor or affiliate of Provider, Provider shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) Provider shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
  - i. The name and contact information of the reporting School District subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - vi. Information about what the agency has done to protect individuals whose information has been breached.
  - vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- (e) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and

federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

- C. Emails. Provider shall use email addresses issued by the District for all email correspondence relating to the universal pre-k program.
- D. 2-d Addenda. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:
  - a. Addendum A: Parents’ Bill of Rights for Data Privacy and Security;
  - b. Addendum B: Parents’ Bill of Rights – Supplemental Information Addendum;
  - c. Addendum C: Provider’s Data Security and Privacy Plan.

12. **Miscellaneous:**

- a. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party. Any attempt to assign or transfer any of the rights or obligations hereunder is void.
- b. This Agreement constitutes the entire agreement between the parties. No change may be made in any of its terms without the written consent of the parties.
- c. Paragraph headings have been provided for convenience of reference only and shall not control, affect the meaning or be used in the interpretation of any provisions of this Agreement.
- d. To the extent that any portion of this Agreement is deemed by a Court of competent jurisdiction to be unenforceable, the unenforceable provisions shall be deemed eliminated, but only to the extent necessary to permit the remaining provisions to be enforced.
- e. This Agreement shall be governed by and construed under the laws of the State of New York.
- f. Jefferson County, New York shall be the venue of any action or proceeding arising from or related to this Agreement.
- g. The District shall not be liable for payment under this Agreement if Provider’s services are no longer needed by the District due to any of the following causes (which events and/or circumstances are hereinafter referred to as “Force Majeure”), to the extent beyond the parties’ reasonable control: acts of God, accident, riots, war, terrorist act,

epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

- h. All terms and conditions set forth in the request for proposals issued in connection with this Agreement shall be incorporated herein.

This Agreement is entered into effective July 1, 2026.

Dated: \_\_\_\_\_, 2026

[INSERT PROVIDER NAME]

\_\_\_\_\_

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

WATERTOWN CITY SCHOOL  
DISTRICT

\_\_\_\_\_  
**Superintendent of Schools**

## ADDENDUM A

### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Available at: <https://www.watertowncsd.org/>

## ADDENDUM B

### Parents' Bill of Rights – Supplemental Information Addendum

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Provider (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Watertown City School District (the “School District”) commencing July 1, 2026 and expiring June 30, 2027 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in the format it was provided and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored on Provider’s servers secured in accordance with law. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

**ADDENDUM C**  
**Provider's Data Security and Privacy Plan**

**WHEREAS**, the Watertown City School District (hereinafter "School District") and Contractor entered into an agreement (hereinafter "Agreement") for UPK services (hereinafter "Services").

**WHEREAS**, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s): **[Insert Here]**

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: **[Insert Here]**

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the agreement.

- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
  - e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.
4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided: [Insert Here]
  5. Subcontractors: Contractor shall not utilize sub-contractors. [Insert Here]
  6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.* [Insert Here]
  7. Termination of Agreement. Within 5 days of termination or expiration of the agreement without renewal, Contractor shall delete all personally identifiable information.
  8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Contractor hereto agrees to all duties and obligations under Addenda A-C.

**Signature**

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**Title**

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**Date**

