Forward in Excellence

SCSD
SOMERS CENTRAL SCHOOL DISTRICT

Christopher Platania
Assistant Superintendent for
Business and Operations

Request for Proposal

For Universal Pre-Kindergarten (UPK) Services – Off Site

2027-2028

PROPOSAL DUE DATE:

December 15, 2026

2:00 P.M. EST

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

Return via U.S. Mail to:

Somers Central School District

Attn: Christopher Platania,

Assistant Superintendent for Business and Operations

P.O. Box 620

Lincolndale, New York 10540

Or via hand delivery to:

Somers Central School District

Business Office

Attn: Christopher Platania,

Assistant Superintendent for Business and Operations

240 Route 202

Somers, New York 10589

2027-2028

Community-Based Organization Full-Day
Universal Pre-Kindergarten Off-Site Solicitation

Section I: TO ALL PROVIDERS

The Somers Central School District ("District") is soliciting proposals from qualified community-based organizations to provide and administer the District's Full-Day Universal Pre-Kindergarten ("UPK") Program at an off-site location, preferably within the Somers Central School District boundaries.

The selected provider will deliver a high-quality educational program in accordance with all applicable New York State Education Department requirements and guidelines. Reimbursement for each enrolled student will be based on the applicable reimbursement rate provided by New York State and or the Federal government for UPK. The Program must provide a minimum of 5 hours of instruction per day (excludes any nap and/or rest time), 5 days per week for a minimum of 180 days per year, in accordance with The Somers Central School District 2027-2028 school calendar.

The contract(s) resulting from this solicitation will be for a term of up to one year. The contract, once awarded, shall be in effect from July 1, 2027 through June 30, 2028, with an option to renew for four additional one-year periods, at the discretion of the District, under the same terms and conditions as mutually agreed by District and the awarded firm.

Please submit one original and one copy of a sealed proposal for the administration of the Universal Pre-Kindergarten Program – Off-Site. The proposal package shall be clearly marked on the exterior as: **RFP #UPK2027-2028 Universal Pre-Kindergarten Program – Off-Site**

Sealed proposals will be received by the District until 2:00 PM EST, December 15, 2026. Proposals must be delivered:

Via U.S. mail to:

Christopher Platania
Assistant Superintendent for Business and Operations
Somers Central School District
P.O. Box 620
Lincolndale, New York 10540

Via hand delivery to:

Christopher Platania
Assistant Superintendent for Business and Operations
Somers Central School District/Business Office
240 Route 202
Somers, New York 10589

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

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

Proposals shall be irrevocable for a minimum period of sixty (60) days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Assistant Superintendent for Business or his/her designee shall make such determination.

The Somers Central School District Board of Education intends to award a contract(s) in its best interest and reserves the right to reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the Somers Central School District to do so. No proposer shall have any legal, equitable or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the Somers Central School District, in its sole discretion, shall enter into a contract with the proposer(s) that it selects as the successful proposer(s). This Request for Proposals ("RFP") does not commit the District to award a contract or pay any cost incurred in the preparation of a proposal in response to this RFP.

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

Proposers should be familiar with the following resources:
Applicable laws and regulations for Universal Pre-Kindergarten Programs listed at http://www.nysed.gov/early-learning/laws-and-regulations
Available New York State Education Department ('NYSED") Field Memoranda and Guidance Documents concerning early learning available at:
Regulations, Guidance, and FAQ | New York State Education Department
Staff qualifications for Universal Pre-Kindergarten Programs (see 8 N.Y.C.R.R. § 151-1.3). Additional information is available through the NYSED "Frequently Asked Questions" link below:
http://www.p12.nysed.gov/upk/faq.html

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

- Complete the proposal, including attachments, by December 15, 2026 at 2:00 p.m. All sections and questions must be answered. Proposers that do not answer all sections and questions may not be reviewed. Each proposal will be reviewed by District staff members to determine the proposer's ability to provide a high-quality, full-day learning experience for four-year-olds.
- Host a site visit as part of the proposal review process, if necessary.

Eligibility
"Eligible child" shall mean a child who is a resident of the Somers Central School District and who is four years of age on or before December 31st of the program year in which he or she is enrolled.

Minimum Qualifications: Prior Experience

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

- Child Care Center (including Head Start/Early Head Start)
- Group Family Child Care
- Nursery School
- Preschool Special Education
- Article 43 School–Based Preschool Child Care Programs (includes private schools)
- Management Organization or Community-Based Organization affiliated with a charter school

- Provider of other educational services to children up to age 8 (e.g., after-school tutoring services)

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

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

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

1. Location of the off-site facility, including accessibility, travel considerations, and convenience for District participants.
2. The proposer's capacity to effectively, efficiently and immediately provide needed services;
3. The ease of utilization and accessibility of the program to parents and/or guardians;
4. Capacity to provide ongoing staff development;
5. Staffing patterns and qualifications;
6. Documentation that all applicable health and safety codes and licensure or registration requirements are met;
7. Anticipated fiscal share and other resources will be contributed to the universal prekindergarten program;
8. Current program design and experience in providing developmentally appropriate programs;
9. Fiscal solvency;
10. Stability of staff, rate of turnover and ability to fill vacancies in a timely manner;
11. Articulated mission/philosophy statements;
12. Record management and documentation procedures followed by the proposer;
13. Administrative structure;
14. Capacity and experience in serving children with disabilities;
15. Capacity and experience in serving children and their parents and/or guardians when they are limited English proficient;
16. Children's progress as demonstrated by assessments; and
17. Demonstrated effectiveness of the proposer's program.

Section II: ORGANIZATIONAL INFORMATION

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

Section III: ORGANIZATIONAL BACKGROUND

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

2. Indicate your organization's capacity to provide Universal Pre-Kindergarten services.

Section IV: UNIVERSAL PRE-KINDERGARTEN SERVICES

1. Detail how your organization will meet the following goals and objectives of the Somers Central School District's Universal Pre-Kindergarten Program Plan:

    a. Children will strengthen their cognitive skills.

    b. Children will increase their early literacy skills (reading, writing, speaking, listening and information processing).

    c. Children will increase their creative and artistic abilities.

    d. Children will improve their inter- and intra-personal skills, increase their feelings of self-worth, and become independent at a developmentally appropriate level.

    e. Children will increase their appreciation of diversity and improve their understanding of their own heritage and its relationship to their self-image and interactions with others.

    f. Children will enhance their personal, physical, and emotional wellness.

    g. Children will increase their physical skills (fine and gross motor movement, kinesthetic and spatial relationships).

2. Detail how a child's progress will be documented by assessments.

3. Demonstrate the effectiveness of the organization's program.

4. Detail how your organization will meet the goals and objectives of the Somers Central School District Universal Pre-Kindergarten Program Plan.

5. Describe the early childhood services your organization will provide through the Universal Pre-Kindergarten program and how they will meet the following required components of Part 151 of the regulations of the Commissioner of Education and the NYS Pre-Kindergarten Foundation for the Common Core.

    a. Provide support services to children and families such as social and health related services.

    b. Meet the needs of English language learners.

    c. Encourage parental involvement in their child's education.

    d. Ensure parents have ease of utilization and access to program and program services.

    e. Support transition/continuity with the District's K-2 program curriculum and the New York State Learning Standards.

    f. Integrate preschool children with disabilities.

    g. Indicate the on-going staff development opportunities in which Universal Pre-Kindergarten staff would be engaged.

    h. How many students will the organization provide services for?

    i. How many classrooms will the organization support?

    j. How many hours per day will the Universal Pre-Kindergarten Program operate?

6. Explain how the proposed program will meet all applicable health and safety codes and licensure requirements (including the New York State Uniform Fire Prevention and Building Code).

7. Describe the collaborative relationship your organization proposes to have with the Somers Central School District.

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

Section V: DISTRICT OVERSIGHT

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

The Administrator's responsibilities will include:

A. Monitoring the resulting contract and providing oversight of the Agency's program and support services.

B. Overseeing the Agency's program in the implementation of the requirements of the New York State Education Department ("NYSED") through a quarterly Quality Assurance review. The Agency must attend at least four leadership meetings with the District annually.

C. Collaborating with the on-site Education Director on all program management, educational issues, design and implementation of Kindergarten transition and vertical articulation, child find responsibilities, talented and gifted curriculum, and bilingual education.

D. Participating in the development, structure and delivery of instructional services, including program assessment.

E. Providing a direct link to the District Administration for coordination of program services.

F. Providing the UPK provider with support or guidance in hiring, staff observations and evaluations, if deemed necessary.

G Providing support or guidance in consultation with the Education Director of the UPK program on teacher continuance based on the observation and evaluation processes, if deemed necessary.

H. Unilaterally determining the student selection process for participation in the program.

I. Assisting, if necessary, with the outreach to find children who are currently not being served in the District.

Section VI: TRANSPORTATION

1. The District will not provide transportation for UPK students.

Section VII: PROGRAM STAFFING

1. Describe how Universal Pre-Kindergarten services will be staffed. Include information regarding staff qualifications, staff patterns, proposed staff length of employment, and child-staff ratio. A teacher with a New York State Teaching Certificate in early childhood education (N-6 or N-3) is required for this program. Please refer to the Universal Pre-Kindergarten Regulations for minimal requirements.

2. Explain the administrative structure of the organization and how records are managed within the organization.

3. Describe documentation procedures followed by the organization.

4. Describe the supervisory structure for the proposed Universal Pre-Kindergarten services, including the qualifications of the supervisor(s).

5. Describe the process for coverage or substitution of staff as well as the ability of the organization to fill vacancies in a timely manner.

Section VIII: INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

2. The policy naming the District as an additional insured shall:
   - Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is recommended (strongly preferred). The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create additional vulnerability and costs for the District.

   - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees, and volunteers.

   - Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.

3. The certificate of insurance must describe the services provided by the provider that are covered by the liability policies.

4. The provider agrees to indemnify the District for any applicable deductibles and self-insured retentions.

5. Required Insurance:
   - **Commercial General Liability Insurance**
     $1,000,000 per occurrence/ $2,000,000 aggregate, with coverage for sexual misconduct.

   - **Automobile Liability**
     $1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

- **Workers' Compensation and NYS Disability** – Proof of Statutory Workers' Compensation (form C-105.2 or U-26.3) and NYS Disability Insurance (form DB-120.1) for all employees. Proof of coverage must be on the approved specific forms, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

- **Professional Errors and Omissions Insurance**
  $2,000,000 per occurrence/ $2,000,000 aggregate for the professional acts of the consultant 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 or agreement. Coverage shall remain in effect for two years following the completion of work.

- **Umbrella/Excess Insurance**
  $2,000,000 each occurrence and aggregate. Coverage for the errors and omissions of the board, administrators, and employees.

6. Provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the District. The provider is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

7. At the District's request, the contractor shall provide a copy of the declaration page of the liability policy with a list of endorsements. If so requested, the contractor will provide a copy of the policy endorsements.

Section IX: 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, curriculum materials, meals, travel expenses, employee benefits, indirect costs, and equipment. All of the above costs will be the responsibility of the UPK provider.

2. Detail any local matching funds to be used to support the Universal Pre- Kindergarten program. A cost per student should be included.

3. The UPK provider must comply with all fiscal requirements including: creating an annual budget that will be submitted and approved by the District, maintaining income and expense reports supported by detailed invoices, and any other financial and programmatic records that detail allocation of UPK. The UPK provider will maintain a UPK budget that is separate from all other funding sources. The UPK provider will have processes and systems in place to safeguard against supplanting funds. The District will maintain separate budget codes for UPK and funds.

Section X: CONTRACT REQUIREMENTS

1. Indemnification: The successful proposer(s) shall agree to defend, indemnify and hold harmless the Somers Central School District, its employees, officers, agents and Board of Education for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed claim, liability, action, suit or proceeding of whatever name or nature as the same may relate, in any manner, to the services provided by successful proposer(s), its employees, agents and individuals under its control pursuant to the awarded contract,

including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties by successful proposer(s), its employees, agents and individuals under its control taken or made with respect to the awarded contract. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the Somers Central School District, its employees, officers, agents, and Board of Education may be named as a party, notwithstanding that the successful proposer(s) may deem said claim, liability, suit, proceeding or action frivolous or without merit.

2. No Discrimination: To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the successful proposer(s) agrees it shall not discriminate against any employee or applicant for employment or individual associated with the District because of race, creed, color, sex, national origin, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, military status, familial status, marital status, status as a victim of domestic violence or any other basis protected by law. Services provided pursuant to the awarded contract shall be provided without regard to race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.

3. No Assignment: The successful proposer(s) may not assign, transfer or convey any of its respective rights or obligations under the awarded contract or subcontract any portion of the services set forth herein, without the prior written consent of the Somers Central School District, which consent may be withheld for any reason whatsoever or for no reason.

4. Modification or Amendment: No amendment, change or modification of the awarded contract shall be valid unless in writing, signed by both parties hereto.

5. Governing Law: The awarded contract shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.

6. Confidential Information: The successful proposer(s) will have to complete the Addendum Data Security and Privacy Plan that is attached to this RFP. The successful proposer(s) understands that in performing this Agreement he/she/it may have access to or acquire confidential information in possession of the School District or others, including, but not limited to names, facts or information about students, children and families. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to the successful proposer(s) concerning UPK attendees through any activity related to this Agreement. The successful proposer(s) agrees it, its officers, employees and/or agents shall keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, for his/her/its own benefit or for the benefit of another, either during or after the performance of the awarded contract, the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement or as explicitly authorized in writing by a parent or guardian of a UPK attendee or the Principal Contact Person of the District. The successful proposer(s) understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of the awarded contract. The successful proposer(s) agrees that if he/she/it receives a request for disclosure of confidential information, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, he/she/it shall notify the District prior to disclosing the confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order. The parties further agree that the terms and conditions set forth in this Confidentiality section and in the Addendum

containing the Data Security and Privacy Plan shall survive the expiration and/or termination of this Agreement. To comply with the requirements of New York Education Law Section 2-d, the parties have agreed upon and attached hereto as an Addendum to this Agreement a Data Security and Privacy Plan.

7. Compliance with Laws: The successful proposer(s) shall comply, at its own cost and expense, with all applicable Federal, State and local statutes, rules, regulations and ordinances including, but not limited to, the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Protection of People with Special Needs Act (PPSNA), the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education.

    a. The successful proposer(s) shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to the awarded contract, those required by the New York State Department of Education, the Board of Education and/or the District.

    b. The successful proposer(s) shall adhere to all requirements, protocols, policies and regulations of the New York State Education Department (including but not limited to the Commissioner of Education) applicable to the services to be provided hereunder.

    c. The successful proposer(s) acknowledges and agrees that he/she/it and his/her/its employees may be subject to fingerprinting and a criminal history record check as may be required by the SAVE legislation and other sections of the Education Law of the State of New York. In such event, Contractor agrees to cooperate with the District and to complete all necessary forms and procedures to obtain required fingerprinting and criminal history checks, all at no cost or expense to the District.

    d. The successful proposer(s) further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department prior to providing the services required by the awarded contract. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services required by the awarded contract. If the successful proposer(s) utilizes an individual who is required to and who has not obtained fingerprinting clearance with the New York State Education Department, the District shall have the right to immediately terminate the awarded contract. The successful proposer(s) agrees to cooperate with the District and to complete all necessary forms or procedures to obtain required fingerprinting and criminal history checks, all at no cost or expense to the District.

8. Termination:

    a. The awarded contract may be terminated by the District with or without cause upon thirty (30) days prior written notice to the successful proposer(s). Upon such termination, the successful proposer(s) shall be paid for all work performed in accordance with the awarded contract through the date of termination. The successful proposer(s) shall not be entitled to any additional payments, whether on account of lost profits or otherwise.

    b. The awarded contract may be terminated for cause by the District in the event of a breach of the awarded contract by the successful proposer(s), upon five (5) days' written notice from the District, unless a shorter period of time is specifically provided for elsewhere in the awarded contract. In the event of such termination, the District shall only be responsible to pay for services actually rendered by the successful proposer(s) in full compliance with the awarded contract prior to the termination on a

pro rata basis and may deduct from such sums owed any costs incurred by the District as a result of the successful proposer(s)'s breach.

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

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

    All UPK staff must meet the staff qualifications explained in New York State UPK program regulations (see 8 N.Y.C.R.R. § 151-1.3).
    All UPK teachers employed by collaborating agencies must have one of the following:

    a. A teaching license or certificate valid for service in the early childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R.R. Part 80).

    b. A teaching license or certificate for students with disabilities valid for service in the early childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R.R. Part 80).

    c. A bachelor's degree in early childhood education.

    d. A teaching license or certificate valid for services in the childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R.R. Part 80), and a written plan to obtain a certification valid for service in the early childhood grades within five years.

    A prekindergarten teaching assistant providing instructional support in a prekindergarten classroom shall meet qualifications pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R.R. Part 80). A prekindergarten teacher aide providing support in a prekindergarten classroom shall meet the requirements prescribed by the local board of education.

    Educational Directors: Until all universal prekindergarten teachers at an eligible agency site possess a teaching license or certificate valid for services in the early childhood or childhood grades, the agencies operating such programs shall employ an on-site education director during the hours that the prekindergarten program is in operation that will be responsible for program implementation. The on-site director shall possess a teaching license or certificate valid for services in the early childhood or childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R.R. Part 80) or, if the agencies are unable to employ an on-site Educational Director meeting this qualification, they may employ an on-site Educational Director who possesses a baccalaureate degree or higher in early childhood education and a written plan to obtain a certification valid for service in the early childhood grades within five years of the date such individual begins employment as an on-site Educational Director.

    In addition, when 15 or more children share the same first language other than English, a bilingual certification extension or license is required. In the absence of a certified bilingual

early childhood teacher, a monolingual certified teacher should be paired with a bilingual teacher assistant/teacher aide who speaks the children's native language. If this cannot be achieved, a certified English as a Second Language (ESL) teacher must be assigned to the class.

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

11. Space: The early childhood classroom shall have at least a minimum of 35 square feet per child of usable activity space, excluding cloakrooms, bathrooms and storage facilities (630 square feet for 18 children, 665 for 19, and 700 for 20 children). Bathroom facilities are within the room or immediately accessible on the same floor as the classroom. In addition, the site should have an outdoor play area of at least 75 square feet per child or a play area within walking distance of the site. Space, equipment and furniture shall be provided and maintained in a state of good repair and sanitation. Sinks with warm running water conveniently located in early childhood classrooms support sanitary practices. No UPK classroom shall be above the third floor. Every early childhood provider must secure and identify a facility that complies with:

    - The applicable requirements of Americans with Disabilities Act
    - All applicable fire and safety building codes

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

12. Allowable Dates of Service: The UPK program must provide at least one hundred eighty (180) days of instruction, including four (4) days scheduled for professional development. Providers will follow the annually adopted school district calendar.

13. Trips: Field trips must contain an educational component and be age and developmentally appropriate. Each field trip that involves private bus transportation must:
    - Take place between the months of January and June (to ensure that all children have turned 4 and are eligible for bus transportation) and
    - Receive prior approval from the District.

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

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

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

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

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

Section XI: CONTACT INFORMATION

Christopher Platania
Assistant Superintendent for Business and Operations
Somers Central School District
P.O. Box 620
Lincolndale, NY 10540
914-277-2410
cplatania@somersschools.org

Section XII: TIMELINE

November 18, 2026	Advertisement and release Date for RFP
December 15, 2026	RFP Due Date
January 4 - 8, 2027	Review and Interview Providers
January 19, 2027	Contract Award
July 1, 2027	Contract Start Date

ADDENDUM

DATA SECURITY AND PRIVACY PLAN

_____, having offices at _____ (hereinafter "Third-party Contractor") and the Somers Central School District, having offices at 250 Route 202, Somers, NY 10589 (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 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. The Contractor understands that in performing its Agreement with the School District, the Contractor, its employees, officers, and agents may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about students, individuals, businesses and families. The Contractor may also have access to confidential information, potentially including student data, student directory information, teacher or principal data, personnel information and records, confidential business information, trade secrets, information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Data Security and Privacy Plan (hereinafter "Plan") and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to the Contractor through any activity related to the Agreement. The 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. The Contractor agrees that if it receives a subpoena to divulge Confidential Information, it shall notify the School District prior to divulging any Confidential Information unless prohibited from doing so by the subpoena.

3. Without limiting any of the foregoing statements, the Contractor further agrees:

   a. To execute, comply with and incorporate as Exhibit "1" to this Plan, 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, Education Law § 2-d and Part 121 of the Regulations of the Commissioner of Education;

   d. To limit internal access within Contractor to the education records of the School District as well as to personally identifiable student, teacher and principal data and information of the School District to only those individuals (including but not limited to officers, employees, and agents of the Contractor) that are determined to need such records or data to perform the services set forth in the Agreement;

   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 for any purpose other than those explicitly authorized in this Plan or the Agreement;

f. Not to reveal, publish, discuss, disclose or communicate any personally identifiable information, directly or indirectly, to any other third party, except in compliance with New York State and federal law, regulations, and the Agreement or as explicitly authorized in writing by an authorized representative of the School District,

   i. Without the prior written consent of the parent or eligible student with regard to student records and/or personally identifiable student information and data;

   ii. Without the prior written consent of the applicable teacher or principal with regard to personally identifiable teacher or principal information and data; or

   iii. Unless required by statute or court order and the 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 or court order;

g. To use and maintain reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices to protect the security, confidentiality and integrity of student, teacher and/or principal information and data of the School District in the custody of the Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement, including but not limited to (i) storing student data in a secure data center using monitoring of access doors, fire and security monitoring, data backups and retentions and (ii) data storage and access shall comply with the Advanced Encryption Standard (AES) with minimums of 128 bit key encryption or better;

h. To use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using controls as specified by the Secretary of the United States Department of Health and Human Services in guidance issued pursuant to Public Law 111-5, Section 13402(h)(2);

i. Not to sell or release Confidential Information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other third party for any marketing or commercial purpose or permit another individual or entity to do so;

j. To ensure that all data protection obligations imposed upon the Contractor by New York State and federal law, by this Plan and by the Agreement are made applicable to any of its employees, subcontractors or agents engaged to perform any or all of his contractual obligations.

k. To promptly notify the School District in the event that any personally identifiable information of the School District, its employees (including but not limited to teachers and principals), students or administrators is breached and/or released without authorization in the most expedient way possible and without unreasonable delay, but in no event more than seven (7) calendar days after the discovery of such breach;

l. 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;

m. 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;

n. 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 the Contractor;

o. Upon termination of the Agreement, all student data shall be deleted (within 90 days) by the Contractor in accordance with the National Institute of Standards and Technology (NIST) standard 800-88; and

p. In the event of a breach or unauthorized release of any personally identifiable information of the School District, its employees (including but not limited to teachers and principals), students or administrators by or otherwise attributable to the Contractor, the Contractor will pay for or promptly reimburse the School District for the full cost of any notifications the School District is obligated to make as a result of the breach or unauthorized release.

4. Confidentiality Training. The 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. Describe how any officers, employees or agents of the 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 prior to obtaining access to such data:

_____

_____

_____

_____

5. The 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.

6. Will the Contractor utilize subcontractors in the performance of the Agreement? (check one)

☐ Yes

☐ No

If Yes, how will the Contractor manage the subcontractors to ensure personally identifiable data and information is protected?

_____

_____

_____

_____

_____

7. How will the Contractor 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?

_____

_____

_____

_____

_____

8. It is understood that further revisions to this Plan may be necessary to ensure compliance with New York State Education Law Section 2-d if School District policies are revised or if New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education are amended. 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.

9. The parties further agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum on _____ (insert date on which Addendum is signed).

SOMERS CENTRAL SCHOOL DISTRICT

By: _____

Name: Amanda Kandel

Title: President, Board of Education

THIRD-PARTY CONTRACTOR

_____

By: _____

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 Somers Central School District 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 our Student Records Policy 5500, parents have the right to inspect and review the complete contents of their child's education record.

(5) The District has safeguards in place associated with industry standards and best practices, including, but not limited to, 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/sirs/.

(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, and may be submitted to: Mrs. Kim Blau, Director of Technology and Learning Systems, Somers Central School District, 250 Route 202, Somers, NY 10589, email: kblau@somersschools.org, phone #: 914-277-2466 OR the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov.

We agree to abide by the Somers Central School District Parents' Bill of Rights for Data Privacy and Security.

THIRD-PARTY CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

Supplemental Information for Agreement with _____ (hereinafter "Third-party Contractor"). The Third-party Contractor will provide the following information and Somers Central School District (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):_____
_____
_____
_____
_____

(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:
_____
_____
_____
_____
_____

(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 Kim Blau, Director of Technology and Learning Systems, 250 Route 202, Somers, NY 10589, 914-277-2466, kblau@somersschools.org or the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@ mail.nysed.gov.

(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: _____
_____
_____
_____

SOMERS CENTRAL SCHOOL DISTRICT

By: _____

Name: Amanda Kandel

Title: President, Board of Education

THIRD-PARTY CONTRACTOR

_____

By: _____

Name: _____

Title: _____