

# Voorheesville Central School District



## **Request For Proposal**

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Full Day Pre-Kindergarten Program Voorheesville Central School District

**1/30/2025**

**Deadline: 2/28/2025**

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Voorheesville, NY 12186  
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# Request for Proposals

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## Full Day Pre-Kindergarten Program Voorheesville Central School District January 30, 2025

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## Scope of Services

The Voorheesville Central School District is soliciting organizations that currently provide services to 4-year-old children within the Voorheesville Central School District's area and are interested in providing a full-day Pre-Kindergarten program. The maximum number of students that can be served by the organization is no more than 54 students.

*The program must meet all applicable New York State laws and regulations pertaining to the provision of Universal Pre-Kindergarten. This is a renewable annual contract, with an RFP process conducted every two years or when required by NYS purchasing laws and regulations. The annual renewable contract is contingent upon adequate performance and availability of state funds.*

## Program Summary

Selected organizations will provide the following services to the Voorheesville Central School District:

- A full-day Pre-Kindergarten instructional program for eligible 4-year-old district children, that aligns with the District's instructional day calendar, at no cost to families through a state-funded grant collaboration with the Voorheesville Central School District;
- A qualified Pre-Kindergarten teacher(s) with a background in early childhood education (preferences for providers with a bachelor's degree and valid New York State Teacher Certificate in Early Childhood Education [Birth- Grade 2] or Students with Disabilities [Birth - Grade 2]; or have a bachelor's degree in Early Childhood Education);
- A full-time teacher assistant for each classroom based on ratios of 18 - 20 children to one teacher and one teaching assistant (preference given to certified teaching assistants);
- Substitutes, as needed, for both teacher(s) and teaching assistant when personnel is absent;
- A site director or assistant director to manage staff and program needs is necessary (not required to be full-time on-site);
- A curriculum that incorporates the New York State Early Learning Guidelines/ New York State Pre-K Next Generation Standards;
- Compliance with Pre-Kindergarten Regulations as set forth by the New York State Education Department (<http://www.nysed.gov/early-learning/laws-and-regulations>);
- A full-day instructional day that operates for a minimum of six (6) hours/per day for a full day that would be similar to the Voorheesville Elementary School day; and
- An annual calendar that follows the Voorheesville Central School District school year calendar and schedule, and provides at least 180 days of instruction for onsite programs.
- A plan to provide students with meals during the school day. Meals/snacks shall be provided in an environment conducive to staff/child interaction and appropriate to meet children's needs.
- To provide active engagement of parents and/or guardians in the education of their children.

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### Additional Notations:

- The selected organization should assume that the Pre-Kindergarten program may include:
  - A mix of high-needs and low-needs students;
  - Students with varying socioeconomic status;
  - Students with special needs, placed into the program by CPSE committees; and/or
  - English as new language students.
- Transportation is not required.
- Furniture for classrooms and supplies and materials will be provided by the program provider and should replicate similar structures that are developmentally appropriate and similar to what is seen in the Voorheesville Central School Kindergarten classrooms.

### Submission Details

All questions and materials outlined under “Program Specifics” on pages 4-6 of this RFP should be submitted as a proposal and mailed or hand-delivered in a sealed envelope clearly labeled “Pre-Kindergarten Program RFP 2025-26 School Year” to:

VCSD District Office  
Attn: Karen Conroy  
432 New Salem Road  
PO Box 498  
Voorheesville, NY 12186

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

Failure of any Proposer to receive any Addendum or interpretation issued shall not relieve any Proposer from any obligations under his/her Proposal submitted. Only questions answered by formal written Addenda will be binding.

Information obtained from any source other than the aforementioned designated person is not official and may be inaccurate.

Proposal must be received no later than **Friday, February 28th**. Any proposals received after the noted date and time will be rejected, including those caused by unanticipated mailing or delivery delays.

The District Administration will evaluate the proposal. During the evaluation process, the Voorheesville Central School District reserves the right, where it may serve the District's best interest, to request

## Request for Proposals - Pre-Kindergarten Program

additional information or clarification from those submitting proposals. After review of submitted written proposals, finalists will be selected and invited for an interview session.

The District reserves the right to:

1. not select any of the applicants;
2. require applicants to submit to a personal interview and/or submit additional or clarifying information;
3. to reject any or all proposals;
4. to waive any informalities in the proposals;
5. to procure the services from other sources if deemed most advantageous to the objectives of the District; and
6. to negotiate with any qualified proposer.
7. without prejudice, reject any or all proposals.

## Program Specifics

*(Please answer all questions and submit as an attachment to this RFP. Additional attachments, as noted throughout, may also be included as applicable.)*

### Program Development and Description

#### District oversight

The District will provide direct oversight of the program via a District-employed New York State Certified School Administrator. The Administrator's responsibilities will include:

- A. Will monitor the resulting contract and provide oversight of the Agency's program and support services.
- B. Will have complete access to the buildings and will make announced and unannounced visits to the sites at any times when the program is in operation. Also, during the course of the year, District staff members will be making periodic visits to the facilities 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 the preschool program established by the state.
- C. Will oversee the Agency's program in the implementation of the requirements of the New York State Education Department ("NYSED") through a quarterly Quality Assurance review. Authorized representatives of the Agency must attend at least four leadership meetings with the District annually, which may occur outside of regular school hours.
- D. Collaborate with the on-site Education Director on all program management, educational issues, design and implementation of Kindergarten transition and vertical articulation, child find responsibilities, curriculum, and bilingual education.
- E. Participate in the development, structure, and delivery of instructional services, including program assessment.
- F. Provide a direct link to the School District Administration for program services' coordination.
- G. Will unilaterally determine the student selection process for participation in the program.
- H. Will assist, if necessary, with the outreach to find children who are currently not being served in the Voorheesville Central School District.

#### Students and Programs

1. Describe your existing program model for 4-year-old children and how that begins to align with the Voorheesville Kindergarten program. The description should include your program goals and philosophy.
2. Describe your classroom structure. What strategies and tools are offered in your classrooms to support children? Be specific in your description and feel free to include classroom pictures.

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3. Do you presently collaborate with any other agencies to provide programming for 4-year-old children? If yes, please describe.
4. What curriculum do you currently use or anticipate using for 4-year-old children? Please describe how this curriculum aligns to the New York State Early Learning Standards.
5. How do you presently promote early literacy in your program for 4-year-old children?
6. How does your program support preschoolers with disabilities? How does your preschool follow through when children have been evaluated by the CPSE and evaluators and/or providers make classroom recommendations? What do you do if you have a concern with a student developmentally?
7. How do you support children who receive itinerant services through CPSE, such as Special Education, and Speech? Language Therapy, Occupational Therapy, etc.? Where are those services delivered on your site and how do you manage these schedules?
8. How does your program support students with Limited English Proficiency (LEP) or who speak English as a second language?
9. Describe how you assess the progress of 4-year-old children in your program. What tools/programs do you use? What does your benchmarking timeline look like? *As applicable, attach a copy of your assessment tool or plan to this proposal.*
10. Do you provide any services in addition to Pre-Kindergarten for 4-year-old children? If so, please describe.
11. Per New York State Education OEL regulations, enrolled students cannot be excluded if they are not potty-trained. Families cannot be refused a spot because their child is not potty-trained. How would you support families in assisting with the potty-training process?
12. Describe how meals would be provided for students at a no-cost option.
13. Aside from funding, what would you need from the Voorheesville Central School District to support a Pre-Kindergarten program?
14. How does your program support students from economically disadvantaged families and what accommodations do you make so that these students and their families feel that they are equally part of the school community?

### Parents/Guardians and Families

1. Please list activities and events that you plan yearly for parents and guardians of 4-year-old children. What are your objectives and outcomes for these meanings?
2. Are parents and/or guardians included in the planning of your programs in any way? Describe how parents and guardians are currently involved in the decision-making process within your organization, as applicable.
3. How do parents and administrators communicate with families and other stakeholders? *Outline or attach any existing communications plan.*
  - a. Please include how parents learn about closings, pertinent information regarding the organization, opportunities for parents to join their child at school-based functions, access to school resources, etc.
4. Do you conduct home visits? If yes, please describe the process and methodology used.

### Staff and Professional Learning

All individuals providing services to students in the Universal Pre-Kindergarten Program must comply with the New York State Safe Schools Against Violence in Education (SAVE) law fingerprinting requirements. All such individuals must be cleared by the New York State Education Department in accordance with the provisions in the SAVE law prior to providing service under the Universal Pre-Kindergarten Program. Proof must be presented to the District of such clearances.

1. Describe what staff members are or would be available in each Pre-Kindergarten classroom and the role of each staff member.
2. How and by whom are staff members supervised and evaluated?
3. Describe the policies and procedures staff are expected to adhere to. *If available, please attach a staff handbook.*
4. Describe your staff development plan. This should include an outline of staff development opportunities that you currently offer, how often staff is able to attend staff development activities, and how participation in professional development is determined.
5. Describe your current hiring procedures and support after staff are hired.
6. How do you handle a staff absence?
7. Do you use volunteers in your organization? If yes, describe how they are selected and supervised.



## Program Budget

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

1. Provide a budget narrative that outlines the total cost of the program, as well as per-student costs. Include the per classroom cost required to provide adequate staffing, including:
  - a. A qualified Pre-Kindergarten teacher(s) with a background in early childhood education;
  - b. A full-time teacher assistant for each classroom based on ratios of 18 - 20 children to one teacher and one teaching assistant; and
  - c. A site director or assistant director to manage staff and program needs.

The budget narrative should include how the program would support students with varying needs, including English Language Learners and students with disabilities.

2. Attach a detailed budget spreadsheet clearly outlining the cost proposal for each classroom. The budget should show staff salaries and benefits, as well as costs for materials, travel expenses, indirect costs, equipment and furniture to be provided by the grant per pupil expenditure.
3. Detail any local matching funds to be used to support the Universal Prekindergarten program.

## Scoring

RFP scoring will be based on the following criteria:

### Program Development and Description

<b>Students and Programs (45 points total)</b>		
<b>36-45 Points</b>	<b>21-35 Points</b>	<b>0-20 Points</b>
<p>Program offers high-quality instruction to 4-year-old children at no cost to district families (based on grant-funded collaboration with the District).</p> <p>Curriculum is aligned with New York State Early Learning Guidelines and New York States Next Generation Pre-Kindergarten standards.</p> <p>Program is in compliance with New York State Education Department Pre-Kindergarten regulations.</p> <p>Instructional day operates for a minimum of six hours/per day for a minimum of 180 days a year.</p> <p>Annual calendar is aligned with district calendar.</p> <p>Program is designed to meet the needs of all types of learners, including students with disabilities and English Language Learners.</p> <p>Provider has a clear plan for providing meals for students.</p>	<p>Program offers instruction to 4-year-old children at no cost to district families (based on grant-funded collaboration with the District).</p> <p>Curriculum is mostly aligned with New York State Early Learning Guidelines and New York States Next Generation Pre-Kindergarten standards.</p> <p>Program is mostly in compliance with New York State Education Department Pre-Kindergarten regulations.</p> <p>Instructional day operates for a minimum of six hours/per day for a minimum of 180 days a year.</p> <p>Annual calendar is aligned with district calendar.</p> <p>Program is mostly designed to meet the needs of all types of learners, including students with disabilities and English Language Learners.</p> <p>Provider has a plan for providing meals for students, some information is incomplete or missing.</p>	<p>Program offers instruction to 4-year-old children at no cost to district families (based on grant-funded collaboration with the District).</p> <p>Curriculum shows little alignment with New York State Early Learning Guidelines and New York States Next Generation Pre-Kindergarten standards.</p> <p>Program shows little compliance with New York State Education Department Pre-Kindergarten regulations.</p> <p>Instructional day operates for less than six hours/per day for less than 180 days a year.</p> <p>Annual calendar is not aligned with district calendar.</p> <p>Program does little to meet the needs of all types of learners, including students with disabilities and English Language Learners.</p> <p>Provider doesn't have a plan for providing meals for students or plan is limited.</p>

<b>Parents/Guardians and Families (10 points total)</b>		
<b>9-10 Points</b>	<b>5-8 Points</b>	<b>0-4 Points</b>
<p>Activities and events are planning through the year meant to engage the families of students.</p> <p>There is a clear plan to communicate with and engage families throughout the school year; two-way communications is valued.</p>	<p>Activities and events that include the families of students are held periodically.</p> <p>There is a clear plan to communicate with families with tactics that are predominately one-way.</p>	<p>Few activities and events that include families of students are held.</p> <p>A clear communications plan doesn't exist or is limited.</p>

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<b>Staff and Professional Learning (15 points total)</b>		
<b>11-15 Points</b>	<b>6-10 Points</b>	<b>0-5 Points</b>
<p>Each classroom has a Pre-Kindergarten teacher with a background in early childhood education. Maximum points given for teachers with a bachelor's degree and valid New York State Teacher Certification in Early Childhood Education (birth-grade 2) or Students with Disabilities (birth-grade 2), or a bachelor's degree in Early Childhood Education.</p> <p>Each classroom has a full-time teacher assistant and one teaching assistant (maximum points awarded for programs that have certified teaching assistants).</p> <p>Staffing is based on ratios of 18-20 children to one teacher and one teaching assistant.</p> <p>Substitutes are adequately provided for both teachers and teaching assistants.</p> <p>A site director or assistant director manages all staff and program needs.</p> <p>Clear, high-quality procedures exist for evaluating staff.</p> <p>High-quality policies and procedures are outlined for staff.</p> <p>There is a high-quality staff development plan.</p> <p>There are clear, high-quality hiring procedures.</p> <p>As applicable, there is a clear, high-quality plan for managing volunteers</p>	<p>Each classroom has a Pre-Kindergarten teacher with a background in early childhood education.</p> <p>Each classroom has a full-time teacher assistant and one teaching assistant.</p> <p>Staffing is based on ratios of 18-20 children to one teacher and one teaching assistant.</p> <p>Substitutes are provided for both teachers and teaching assistants.</p> <p>A site director or assistant director manages all staff and program needs.</p> <p>Plan for evaluating staff exists and is clearly articulated.</p> <p>Policies and procedures for staff to follow exist and are clearly articulated.</p> <p>A staff development plan exists and is clearly articulated.</p> <p>Hiring procedures exist and are clearly articulated.</p> <p>As applicable, a plan for managing volunteers exists and is clearly articulated.</p>	<p>Each classroom has a Pre-Kindergarten teacher with a background in early childhood education.</p> <p>Each classroom has a full-time teacher assistant and one teaching assistant.</p> <p>Staffing is based on ratios of 18-20 children to one teacher and one teaching assistant.</p> <p>Plan for providing substitutes is unclear or incomplete.</p> <p>Role of a site director or assistant director to manage all staff and program needs is unclear.</p> <p>Plan for evaluating staff is unclear or incomplete.</p> <p>Policies and procedures for staff to follow are incomplete or do not exist.</p> <p>A staff development plan does not exist or is incomplete.</p> <p>Hiring procedures are not clearly outlined.</p> <p>As applicable, a plan for managing volunteers does not exist or is incomplete.</p>

**Budget**

<b>Budget narrative (10 points total)</b>		
<b>9-10 Points</b>	<b>5-8 Points</b>	<b>0-4 Points</b>
<p>Budget narrative clearly and effectively outlines the total cost of the program, including per student and per classroom costs.</p> <p>Staffing costs clearly and effectively include a qualified Pre-Kindergarten teacher and a full-time teacher assistant for each classroom.</p> <p>Staffing costs include a site director or assistant director.</p> <p>Budget narrative clearly and effectively outlines how the program would support students with varying needs, including ELLs and students with disabilities.</p>	<p>Budget narrative outlines total cost of the program, including per student and per classroom costs. Some aspects are left unclear or undefined.</p> <p>Staffing costs include a qualified Pre-Kindergarten teacher for each classroom and a full-time teacher assistant for each classroom</p> <p>Staffing costs include a site director or assistant director.</p> <p>Budget outlines how the program would support students with varying needs, including ELLs and students with disabilities. Some aspects are left unclear or undefined.</p>	<p>Description of total cost of the program, including per student and per classroom costs, is limited or incomplete.</p> <p>Staffing costs for a qualified Pre-Kindergarten teacher and a full-time teacher assistant for each classroom are limited or incomplete.</p> <p>Staffing costs for a site director or assistant director are limited or incomplete.</p> <p>Budget support for students with varying needs, including ELLs and students with disabilities is limited or incomplete.</p>

<b>Detailed budget spreadsheet (20 points total)</b>		
<b>15-20 Points</b>	<b>8-14 Points</b>	<b>0-7 Points</b>
<p>Detailed spreadsheet clearly and effectively outlines the cost proposal for each classroom, as well as the total program cost (as applicable).</p> <p>Detailed spreadsheet clearly and effectively shows per pupil costs.</p> <p>Detailed spreadsheet matches budget narrative.</p> <p>Detailed spreadsheet adequately shows all staff salaries and benefits.</p>	<p>Detailed spreadsheet outlines the cost proposal for each classroom, as well as the total program cost (as applicable). Some aspects are left unclear or undefined.</p> <p>Detailed spreadsheet shows per pupil costs. Some aspects are left unclear or undefined.</p> <p>Detailed spreadsheet matches budget narrative. Some aspects are left unclear or undefined.</p> <p>Detailed spreadsheet adequately shows all staff salaries and benefits. Some aspects are left unclear or undefined.</p>	<p>Cost proposal outlined in the spreadsheet doesn't adequately represent total program costs and/or some information is limited or missing.</p> <p>Per pupil costs outlined in the spreadsheet are limited or information is missing.</p> <p>Spreadsheet does not match budget narrative and/or some information is missing.</p> <p>Detailed spreadsheet does not adequately shows all staff salaries and benefits.</p>

## Proof of Insurance

The community-based partner agrees to procure and maintain, at no additional expense to the District, insurance coverage as outlined below. The Certificate of Insurance to be included in the submission must state “the Voorheesville Central School District, its officers, employees, and assigns are additional insured. Coverage is on a primary and noncontributory basis”. The liability insurance(s) shall further provide that it may not be changed or canceled without thirty (30) days prior written notice to the District.

- A. The policy naming the District as an additional insurer shall:
  - a. be an insurance policy from an A.M. Best rated “secured” insurer or better, New York State admitted insurer;
  - b. state that the policy affirmatively provided coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment, or similar misconduct.
- B. Worker’s Compensation – Requires proof of coverage
  - a. State: New York
  - b. Applicable Federal
  - c. Employer’s Liability: \$1,000,000
- C. Comprehensive General Liability (including Premises-Operation, Contractor’s Projection, Products and Complete Operation, Broad Form Property Damage) – Requires COI with endorsement:
  - a. Bodily Injury:
    - i. \$1,000,000 – Each Occurrence
    - ii. \$2,000,000 – Annual Aggregate, Products and Completed Operations
  - b. Property Damage:
    - i. \$1,000,000 – Each Occurrence \$2,000,000 – Annual Aggregate
  - c. Personal Injury: \$2,000,000 – Annual Aggregate
- D. Comprehensive Automobile Liability - Requires COI with endorsement:
  - a. Bodily Injury:
    - i. \$1,000,000 – Each Person
    - ii. \$1,000,000 – Each Accident
  - b. Property Damage: \$1,000,000 – Each Occurrence
- E. Professional Liability - Requires COI with endorsement:
  - a. \$2,000,000 Each Claim
  - b. \$4,000,000 Annual Aggregate
- F. Daycare Providers E & O Insurance \$1,000,000 for each occurrence and aggregate. Coverage for the errors and omissions of the board, administrators, and employees.
- G. Prior to commencement of any contract, the selected organization shall provide proof of compliance with the above-referenced insurance requirements.

## RFP Terms and Conditions

1. The issuance of this RFP request constitutes only an invitation to submit a response to the District. If the school Voorheesville Central School District chooses to award the RFP to a selected vendor, the vendor must complete a contract with the District. The form and content of the contract will be determined by the District.
2. Article 18 of the General Municipal Law prohibits municipal officers and employees from having interests in contracts with the municipality for which they serve. This law applies to officers, employees of a municipality, or members of a municipal board. Additionally, a Vendor interested in submitting a proposal to an RFP must fully disclose, in writing to the Contractor on or before the closing date of the RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Vendor were to become a contracting party pursuant to the RFP. The Contractor shall review any submissions by Vendor(s) under this provision and may reject any Proposals where, in the opinion of the Contractor, the Vendor could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Vendor were to become a contracting party pursuant to the RFP.
3. This Proposal request does not commit the District either to award a contract or to pay any costs incurred in the preparation of a submission. Responders shall bear all costs associated with submission preparation, submission, and attendance at presentation interviews, or any other activity associated with this Proposal request or otherwise.
4. All proposals and accompanying documentation become the property of the Voorheesville Central School District. The District shall not divulge any information presented to anyone outside the District, unless required by law, without the written approval of the individual or firm. The District reserves the right to use the information and any ideas presented in any submission in response to this RFP request, whether or not the submission is accepted. Submitted proposals may be reviewed and evaluated by any person or outside consultant retained by the District, other than one associated with a competing applicant, as designated by the District. If a vendor believes that any information in its proposal constitutes a trade secret and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law, the vendor shall submit with its proposal a letter specifically identifying the page number, line or other appropriate designation, that information which it deems to constitute a trade secret and explain in detail why such information is a trade secret. Failure by a vendor to submit such a letter with its proposal identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to the protection of trade secrets.
5. The District neither makes nor assumes any contractual obligation by issuing this RFP request, receiving and evaluating responses, or making preliminary responder selections. Responding as provided herein shall neither obligate nor entitle a responder to enter into a contract with the District.

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6. The District reserves the right to determine in its sole and absolute discretion whether any aspect of the vendor's submission satisfactorily meets the criteria established in this RFP request, the right to seek clarification from any Responder(s), and the right to cancel and or amend, in part or entirely, the RFP request, at any time before a written contract.
7. It is understood that any submission received and evaluated by the Voorheesville School District will be used as the basis for the cost and terms of a contract between the District and the particular responder. In submitting a response, it is understood by the responder that the District reserves the right to accept any submission, to reject any and all submissions and to waive any irregularities or informalities that the District deems is in its best interest.
8. The District is not obligated to respond to any submission nor is it legally bound in any manner whatsoever by the submission of a response.
9. Each response shall be reviewed for completeness and for the technical and administrative requirements of the RFP request. The District has the option of requesting the responder to submit missing information or provide clarification of those issues deemed incomplete, or disqualifying the proposal. A proposal may be disqualified for lack of response to such a request.
10. RFP's submitted to the District must be valid for a period of at least 120 days from the deadline for receipt of proposal responses as defined in the time frame section of this document.
11. The selected vendor's proposal will become part of any resulting legal contract, should contracts be awarded. The term of the resultant contract shall commence upon award and shall remain in effect until completion, inspection, and final acceptance of specified project(s) unless terminated, canceled, or extended as otherwise provided herein.
12. Each proposal must include the appropriate corporate officer's approval signature.
13. It is a requirement that responders indicate specifically in the response any sub-contract, alliance, partner, franchise, or other "non-employee" relationship with any resource(s) they will utilize if they are chosen as the selected proposal. Note: The District reserves the right to approve and designate sub-contractors to be used in any of the services being proposed.
14. The Voorheesville Central School District reserves the right to introduce additional factors not contained in this RFP request in order to obtain the most suitable solution. After submitting a proposal, each respondent must be prepared to have the operational aspects of their proposal reviewed in detail by District representatives.
15. Proposals shall be opened publicly at the District's Central Office location, or other duly designated location, on the "received by" date and time indicated on the cover page. The name of each responder shall be read publicly and recorded. Unless disclosure of final proposal pricing would constitute an impairment of negotiations, the proposed bid, cost, or sum of each proposer will be read publicly as well. The content of proposals shall not be subject to public

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inspection until after the contract award. After the contract award, proposals may be reviewed unless they, in total or in part, contain information that is exempt from disclosure pursuant to the Freedom of Information Law (e.g. a trade secret).

16. At any time prior to the specified proposal due time and date, a responder (or designated representative) may withdraw their proposal.
17. The District reserves the right to award contracts for individual projects or for any combination of projects deemed to be most advantageous to the District. Notwithstanding any other provision of the RFP, the District expressly reserves the right to:
  - a. Waive any immaterial defect or informality; or
  - b. Reject any or all proposals, or portions thereof; or
  - c. Reissue an invitation for proposal.
18. The District Board of Education reserves the right to award a contract in the best interest of the District. The Board of Education's decision will be final.
19. Indemnification: The successful proposer(s) shall agree to defend, indemnify and hold harmless the Voorheesville 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 Voorheesville 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.
20. 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.
21. 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



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services set forth herein, without the prior written consent of the Voorheesville Central School District, which consent may be withheld for any reason whatsoever or for no reason.

22. Modification or Amendment: No amendment, change or modification of the awarded contract shall be valid unless in writing, signed by both parties hereto.
23. 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 Albany County, New York.
24. Confidential Information: The successful proposer(s) will have to complete the 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.
25. 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.

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- 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.

### 26. 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.

### 27. Staff Qualifications

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- a. 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.
- b. **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 ).
- c. All UPK teachers employed by collaborating agencies must have one of the following:
  - 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).
  - 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).
  - A bachelor's degree in early childhood or a related field and a written plan to obtain a certification valid for service in the early childhood grades within five years.
  - 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.
- d. 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).
- e. Educational Directors: Until all universal prekindergarten teachers at an eligible agency site possess a teaching license or certificate valid for services in the early childhood or childhood grades, the agencies operating such programs shall employ an on-site education director during the hours that the prekindergarten program is in operation that will be responsible for program implementation. The on-site director shall possess a baccalaureate degree in early childhood education or related field of study and a teaching license or certificate valid for services in the early childhood or childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80).
- f. 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.
- g. Social workers who serve the needs of UPK children and their families must also be appropriately certified.

29. Space: The early childhood classroom shall have at least a minimum of 30 square feet per child of usable activity space, excluding cloakrooms, bathrooms and storage facilities (540 square feet for 18 children; 570 for 19 and 600 for 20 children). Bathroom facilities are within the room or

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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; and all applicable fire and safety building codes. Documentation of compliance with these regulations must be maintained on file at the site.

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

31. 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.

32. 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.**