

CLYDE-SAVANNAH CENTRAL SCHOOL DISTRICT REQUEST FOR PROPOSAL

Universal Pre-Kindergarten Program

Commencing with the 2026-27 School Year

DUE: FRIDAY, July 24, 2026, BY 3:00 P.M.



RETURN PROPOSAL TO:

CLYDE-SAVANNAH CENTRAL SCHOOL DISTRICT
ATTN: CHRISTOPHER NICOL, DIRECTOR OF SPECIAL EDUCATION AND PUPIL PERSONNEL SERVICES
215 GLASGOW STREET
CLYDE, NEW YORK 14433
Phone - (315) 902-3040

Table of Contents

Scope of Services	3
Program Summary	3
Additional Notations	4
Submission Details	4
Evaluation Criteria	5
Proof of Insurance	6
RFP Terms and Conditions	7
RFP Application Form	10
Contract Template	13
Addendum A	22
Addendum B	22
Addendum C	23
Exhibit B	25

Scope of Services

The Clyde-Savannah Central School District is soliciting organizations that currently provide services to 4-year-old children within the Clyde-Savannah Central School District's area and are interested in providing a full-day Pre-Kindergarten program for 2-3 classrooms. Each classroom would have a minimum of 10 students and no more than 18 students.

The program must meet applicable New York State Education Department (NYSED) Pre-Kindergarten regulations. This is a renewable annual contract, with an RFP process conducted as required by New York State (NYS) purchasing laws and regulations. The annual renewable contract is contingent upon adequate performance and availability of State funds.

NYS has awarded the Clyde-Savannah Central School District (the District) \$451,499 in Universal Pre-K funding for 4-year-olds for the 2026-27 school year to serve 36 students. The per pupil limit is \$16,125 and represents the maximum per pupil allocation as defined by NYS. Funding for subsequent years is established by NYS, and NYS-awarded amounts represent the maximum amounts to be paid by the District for Pre-Kindergarten instruction. If an organization does not have the capacity or desire to accommodate up to 18 students, proposals may be submitted for fewer students. The District reserves the right to select more than one organization. The District also reserves the right to not award any contracts in the event a sufficient number of slots are not available for the broader community.

Program Summary

Selected organizations will provide the following services to the Clyde-Savannah Central School District.

- A Pre-Kindergarten instructional program for eligible 4-year-old district children at no cost to families through a state funded grant collaboration with the Clyde-Savannah Central School District;
- Qualified Pre-Kindergarten teacher(s) with background in early childhood education 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];
- A full-time teacher assistant for each classroom based on ratios of 18 children to one teacher and one teaching assistant, or 19-20 children with one teacher and two teaching assistants (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 required to be on-site full-time;
- A program aligned to the New York State Early Learning Guidelines;
- Compliance with Pre-Kindergarten Regulations as set forth by the New York State Education Department (<https://www.nysed.gov/early-learning/laws-and-regulations>)
- An instructional day that operates for a minimum of five (5) hours/per day for a full day;
- An annual calendar that follows the Clyde-Savannah 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;

Additional Notations:

- The selected organization should assume that the Pre-Kindergarten program will 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.
- Furniture for classrooms and supplies and materials will be provided by the program provider. Clyde-Savannah CSD will contribute funding per classroom to support these needs.
- Questions about the proposal should be directed to Christopher Nicol, Director of Special Education and Pupil Services, Chris.Nicol@clydesavannah.org

Submission Details

All RFP application responses and materials starting on page 10 of this RFP should be submitted as an attachment to this RFP. The submission deadline for all materials is 3:00 pm on July 22, 2026.

Proposals should be mailed to the District at the following address:

Clyde-Savannah Central School District
 ATTN: Christopher Nicol, Director of Special Education and Pupil Services
 215 Glasgow Street
 Clyde, NY 14433

Evaluation Criteria

Upon review of all proposals submitted, the School District will award contract(s) to Provider(s) based on criteria set forth below in accordance with Section 151-1.6 of the Commissioner's Regulations:

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

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 Clyde-Savannah 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. Worker’s Compensation – Requires proof of coverage
 - a. State: New York
 - b. Applicable Federal
 - c. Employer’s Liability: \$1,000,000

- B. 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

- C. 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

- D. Professional Liability - Requires COI with endorsement:
 - a. \$2,000,000 Each Claim
 - b. \$4,000,000 Annual Aggregate

RFP Terms and Conditions

1. The issuance of this RFP request constitutes only an invitation to submit a response to the District.
If the Clyde-Savannah 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, Vendors that are 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 Clyde-Savannah 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 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. Providing a response as provided herein shall neither obligate nor entitle a responder to enter into a contract with the District.
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 prior to a written contract.

7. It is understood that any submission received and evaluated by the Clyde-Savannah Central 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, cancelled, or extended as otherwise provided herein. The contract shall be for a period of 1 (one) year, upon mutual agreement with the contractor, the district shall have the option to extend the contract.
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 Clyde-Savannah 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. At any time prior to the specified proposal due time and date, a responder (or designated representative) may withdraw their proposal.
16. 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.

17. 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.
18. The proposal submitted by the individual Proposer(s) is the document upon which the District will make its initial judgment regarding the Proposer's qualifications, understanding of the District's scope and objectives, methodology, and ability to complete services under the terms of this RFP and the Contract contained at Exhibit "A." The successful proposer must enter into a contract with the District in the form set forth as Exhibit "A"

Clyde-Savannah Central School District

Pre-Kindergarten Program Request For Proposal Application Form

Please complete the attached RFP application form, answering all questions listed below, and submit as an attachment to this RFP. Additional attachments, as noted throughout, may also be included as applicable.

Name of Organization:	Address:	
Organization Contact:	Email:	Phone:

Program Details:

1. Provide information regarding Proposer's ability to:
 - a. Operate for at least 5 hours/day for full- day programming, 5 days/week, for 180 days/year.
 - b. Ensure programming adheres to all district policies and procedures. Deliver developmentally appropriate curriculum and instruction aligned to the NYS Prekindergarten Learning Standards.
 - c. Provide specially designed instruction/services to support students with disabilities.
 - d. Implement instructional strategies to support advancement of Emergent Multilingual Learners.
2. Provide a detailed narrative to address the following:
 - a. Capacity to provide needed services effectively and efficiently. Include the maximum number of students to whom the Provider could potentially deliver prekindergarten instruction.
 - b. Current program design and experience in providing developmentally appropriate programs.
 - c. Capacity and experience in serving children with disabilities.
 - d. Capacity and experience in serving Emergent Multilingual Learners and their families.
 - e. Children's progress as demonstrated by assessments.
 - f. Demonstrated effectiveness of the eligible Provider's program; and
 - g. Accessibility of the program to families.
3. Provide a detailed narrative to address the following:
 - a. The credentials of the teachers that will be delivering UPK program instruction; *Note:* If uncertified, teachers must meet the minimum qualifications of their licensing agency. Explain the procedure that will be in place for supervising uncertified teachers. Additionally, uncertified teachers must be supervised by an On-Site director who is certified in early childhood education. If the On-Site director is not properly certified, the Provider must be willing to submit a 5-year written plan to obtain certification.
 - b. Stability of staff, turnover rate, and ability to fill vacancies promptly.

- c. The valid and reliable instruments used to measure and assess the student-teacher interactions and the quality of the learning environment.
- d. The on-going professional learning opportunities for the agency's UPK staff that are or will be provided based on the instructional needs of the students.
- e. How the Provider will meet the child-staff ratio as outlined below

Child-Staff Ratios

Prekindergarten Provider Type	Maximum Class Size (Four-year-old Students)	Minimum Staffing Levels
Family Day Care	6	Refer to OCFS Child Care Regulations and Policies for minimum staffing levels*
Group Family Day Care	12	Refer to OCFS Child Care Regulations and Policies for minimum staffing levels*
Community Based Organization	18	1 Teacher and 1 Paraprofessional
	19-20	1 Teacher and 2 Paraprofessionals

- f. Confirm requirement with the following staff ratio requirements:
4. Provide a detailed narrative to address the following:
 - a. A spreadsheet detailing all program costs including professional salaries, support staff salaries, purchased services, supplies and materials, travel expenses, employee benefits, indirect costs, and equipment.
 - b. Fiscal solvency of the agency and ability to continue future operation.
 - c. Record management and documentation procedures followed by the Provider.
 - d. Administrative structure of the Provider; and
 - e. Documentation that all applicable health and safety codes and licensure or registration requirements are met.

Please Note: Section 151-1.2(a) of the Regulations of the Commissioner of Education provides that "Pursuant to section 3202 of the Education Law, no parent and/or guardian of a child participating in a universal prekindergarten program should be subjected to a fee/charge for the instructional program.
 5. Provide a detailed narrative to address the following:
 - a. Policy on the provision of appropriate and sufficient meals and snacks; and
 - b. Information regarding how the Provider promotes physical activity.

6. Provide a detailed narrative to address the following:
 - a. How the daily schedule allows for a balance of intentionally planned active and quiet play; indoor and outdoor gross motor activities; and individual and small group activities. Approximately one-third of the daily schedule should be designated for children to engage in self-initiated activities.
 - b. How instructional materials and equipment are or will be arranged in learning centers that promote a balance of individual and small group activities; and
 - c. How the curriculum will ensure transition/continuity with the district's Prekindergarten to Grade 3 curriculum.
7. Provide a detailed narrative to address the following:
 - a. How support services to children and families, such as social, nutritional, and health related services, necessary to support the child's participation in the prekindergarten program, are provided and coordinated; and
 - b. How family involvement in the prekindergarten program is encouraged.

EXHIBIT “A” CONTRACT TEMPLATE

This Agreement is entered into as of August 1, 2026 between the Clyde-Savannah Central School District, with offices at 215 Glasgow St, Clyde, NY 14433 (“District”) and _____, with an office at _____ (“Provider”).

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Term**: The term of this Agreement is August 1, 2026 through June 30, 2027. The District may terminate this Agreement prior to the expiration of the term:
 - (1) without cause upon thirty (30) days’ written notice to the Provider; or
 - (2) for cause upon immediate written notice to the Provider.

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

2. **Provider Services and Obligations**: The minimum services to be provided and requirements to be met by Provider hereunder are as follows:
 - a. The Provider will design and implement the Program to be operated at Provider’s facilities in accordance with Subpart 151-1 of the rules of the New York State Education Department. The District curricular framework and instructional philosophy will be incorporated into lessons. The Provider will provide meals to program participants during each day the program is in session in accordance with applicable laws and regulations at no additional cost to the program participants or the District.
 - b. Instruction shall be provided on all days that the District is in session, and Provider’s UPK teachers and aides will work the same days as District teachers and aides, including superintendent conference days. Days of instruction must be provided within

the public school calendar year (September through June) and cannot extend past June 30th.

- c. Provider shall meet and comply with all of the uniform quality standards set forth in Section 151-1.3 of the Regulations of the Commissioner of Education for universal prekindergarten classrooms, which are incorporated herein.
- d. Provider shall follow the UPK timeline of progress reports and parent-teacher conferences.
- e. Provider shall ensure that a minimum of 2.5 hours of instruction is provided each day the Program is in session.
- f. The Program will be operated 5 days a week except as set forth herein.
- g. The Program will have a maximum slot allocation of 9 students and will have qualified teachers and paraprofessionals in a number at least commensurate with the number of students, as required by Section 151-1.3(e) of the Commissioner's Regulations. The Program's class size will not exceed the class size authorized by Section 151-1.3(e) of the Commissioner's Regulations.
- h. Provider shall prepare and maintain a daily attendance record for each student.
- i. In the event the District is closed or delayed, the Provider will [*insert emergency closing procedures*]. In the event that the Provider is closed or delayed, the Provider will notify the Clyde-Savannah Central School District Office.
- j. Services shall be provided to those children designated to the Provider by the District as eligible for the Services. The District may change such designation and/or number of children from time to time or at any time. A complete enrollment list will be provided by the District, to include the name, address and birth date of the student, the name(s) of the parent(s), proof of residency and proof of income eligibility, if applicable.
- k. Instruction shall be delivered by a teacher who holds appropriate New York State certification and a copy of said certification must be provided to the District.
- l. The Provider will provide support services to eligible children and their families necessary to support the child's participation in the prekindergarten program.
- m. The Provider shall ensure that the environment and learning activities of the prekindergarten program are designed to promote and increase inclusion and

integration of preschool children with disabilities and to ensure that participating children with limited English proficiency are provided equal access to the Program and its opportunities.

- n. The District will not provide transportation to eligible students to and from the Program. At all times, Provider's facilities shall comply with 8 NYCRR 155.4 and other applicable law.
3. **Obligations of District:** The requirements to be met by the District hereunder are as follows:
- a. The District will be fully responsible for completion of the student enrollment process, and will manage the registration of students through the District Office.
 - b. The District will evaluate and designate students eligible for services with the Provider and provide a complete enrollment list to the Provider, to include the name, address and birth date of the student, the name(s) of the parent(s), proof of residency and proof of income eligibility, if applicable.
 - c. The District will notify the Provider of its final student assignments on or before September 1st each school year.
 - d. The District shall have the right to have its representative visit the Program for information and assessment purposes.
4. **Compensation:**
- a. Compensation will be based on the number of students enrolled, multiplied by a per pupil allocation amount as provided below:
- | Number of Children | 1.0 session (cost per child) |
|--------------------|------------------------------|
| ? | ? |
- b. *[Insert payment schedule]*
 - c. No parent or any other person shall be required or requested to make any payment for tuition, maintenance, transportation, in addition to the payments made by the District pursuant to this Agreement for the provision of services contracted by the Provider.
 - d. Provider shall be solely responsible for employing and compensating the instructors and other personnel necessary for the service.
5. **Disclosure and Compliance:** Provider hereby confirms that they are familiar with the requirements of 8 NYCCRR Section 151-1, et seq. pertaining to Universal Pre-Kindergarten

Programs. Provider's services shall be in accordance with Section 3602-e of the NY Education Law and 151-1 of the Regulations of the Commissioner of Education as now in effect or hereinafter amended and shall comply with any other applicable federal, state and local laws. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case, the Provider shall be entitled to no compensation for the portion of the school year in which such compliance ceases to be maintained and shall reimburse the District any amount already received for that portion of such school year. Provider shall observe and require that all employees maintain applicable requirements relating to confidentiality of records and information.

6. **Insurance:** The Provider shall procure and maintain at its own expense and from insurers acceptable to District, such insurance policies written through insurance companies licensed to do business in the State of New York and who are AM Best Rated A- or better, which meets the requirements set forth in the Request for Proposals issued in connection with this Agreement.
7. **Reports and Records:**
 - a. Provider agrees to be subject to inspection or review upon request by the District.
 - b. Provider shall furnish and/or maintain the following information on staff and children enrolled in its programs, pursuant to Section 151-1 of the Regulations of the Commissioner of Education including, but not limited to:
 - A. Documentation that its services are delivered by a New York State certified teacher. A copy of such certification will remain on file with the District throughout the entire school year that services are provided.
 - B. UPK students' attendance records.
 - C. UPK financial records.
 - D. Any child specific information, to include health records, progress reports and completed assessments using the District's approved assessment form.
 - E. Daily/weekly lesson plans.
 - F. School or program calendar for attendance days.
 - G. Parental activity calendar.
 - H. Certificate of Occupancy.
 - I. Certificate(s) of Insurance.

J. Fire Drill Log and procedures.

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

11. **Data Privacy and Security**:

- A. Protection of Confidential Data. Provider shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter “Confidential Data”) in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:
- (a) Provider will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
 - (b) Provider will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.
 - (c) Provider will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.
 - (d) Provider will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
 - (e) Provider will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
 - (f) Provider will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
 - (g) Provider will use encryption to protect personally identifiable information in its custody while in motion or at rest.
 - (h) Provider will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
 - (i) In the event Provider engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Provider shall apply to the subcontractor.
- B. Data Breach. In the event that Confidential Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to the School District

without unreasonable delay and not more than seven calendar days after the discovery of such breach. Provider shall follow the following process:

- (a) The security breach notification shall be titled “Notice of Data Breach,” shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Provider’s investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- (b) The Provider shall also prepare a statement for parents and eligible students which provides information under the following categories: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.”
- (c) Where a breach or unauthorized release of Confidential Data is attributed to Provider, and/or a subcontractor or affiliate of Provider, Provider shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) Provider shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
 - i. The name and contact information of the reporting School District subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

- v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - vi. Information about what the agency has done to protect individuals whose information has been breached.
 - vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- (e) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.
- C. 2-d Addenda. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:
- a. Addendum A: Parents' Bill of Rights for Data Privacy and Security;
 - b. Addendum B: Parents' Bill of Rights – Supplemental Information Addendum;
 - c. Addendum C: Provider's Data Security and Privacy Plan.

12. **Miscellaneous:**

- a. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party. Any attempt to assign or transfer any of the rights or obligations hereunder is void.
- b. This Agreement constitutes the entire agreement between the parties. No change may be made in any of its terms without the written consent of the parties.
- c. Paragraph headings have been provided for convenience of reference only and shall not control, affect the meaning or be used in the interpretation of any provisions of this Agreement.
- d. To the extent that any portion of this Agreement is deemed by a Court of competent jurisdiction to be unenforceable, the unenforceable provisions shall be deemed eliminated, but only to the extent necessary to permit the remaining provisions to be enforced.
- e. This Agreement shall be governed by and construed under the laws of the State of New York.

- f. Wayne County, New York shall be the venue of any action or proceeding arising from or related to this Agreement.
- g. The District shall not be liable for payment under this Agreement if Provider's services are no longer needed by the District due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond the parties' reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

This Agreement is entered into effective August 1, 2026.

Dated: _____, 2026

[INSERT PROVIDER NAME]

By: _____

CLYDE-SAVANNAH CENTRAL
SCHOOL DISTRICT

Superintendent of Schools

ADDENDUM A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Clyde Savannah CSD's Parents' Bill of Rights for Data Privacy and Security can be found here: https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/3591/CSCSD/5002764/Parents_Bill_of_Rights_2024.pdf

ADDENDUM B

Parents' Bill of Rights – Supplemental Information Addendum

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

ADDENDUM C

Provider's Data Security and Privacy Plan

WHEREAS, the Clyde-Savannah Central School District (hereinafter "School District") and Contractor entered into an agreement (hereinafter "Agreement") for UPK services (hereinafter "Services").

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

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):[Insert Here]
2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:[Insert Here]
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.
 - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
 - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the agreement.
 - d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
 - e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.
4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:[Insert Here]
5. Subcontractors: Contractor shall not utilize sub-contractors.[Insert Here]
6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.* [Insert Here]

7. Termination of Agreement. Within 5 days of termination or expiration of the agreement without renewal, Contractor shall delete all personally identifiable information.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

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

Signature

Title

Date

EXHIBIT B: STAFFING QUALIFICATIONS

The successful Proposer(s) shall comply with Commissioner's Regulations Section 151-1.3 regarding the staffing qualifications for eligible agencies who partner with a public school district for the provision of prekindergarten (PreK) services and the enclosed guidance from the NY State Education Department dated June 1, 2023.