

Brewster Central School District
RFP # 21-22-01
UNIVERSAL PRE-KINDERGARTEN PROGRAM

I. INTRODUCTION

The Brewster Central School District, hereinafter referred to as “the District,” invites proposals (“RFP”) from qualified agencies (The Agency) to administer the District’s Universal Pre-Kindergarten Program (“UPK Program”) for the 2021-2022 school year. The District is seeking the Agency to provide the site and run the entire UPK Program. The District may select proposals from multiple agencies.

2. PROPOSAL DUE DATE

Proposals will be accepted up until 2:00pm on Friday, October 1st, 2021, in the Purchasing Office, Brewster Central School District, 30 Farm Market Road, Brewster, NY 10509 and mailed to the attention of Michelle Gosh, Deputy Superintendent.

3. PRE-PROPOSAL QUESTIONS

All questions must be submitted in writing via e-mail to Dr. Michelle Gosh, Deputy Superintendent at: mgosh@brewsterschools.org and aferrara@brewsterschools.org no later than 4:00pm on September 17th, 2021. All questions and responses will be issued in the form of an addendum no later than Wednesday, September 22nd, 2021 at 4:00pm.

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.

4. CONTRACT TERM

The contract, once awarded, shall be in effect **for a ninety (90) instructional day period starting January 31, 2022 and ending June 30, 2022.**

5. NATURE OF SERVICES REQUIRED

The District is seeking proposals from qualified agencies to Subcontract with the District to administer and operate its UPK Program. The Agency will work in collaboration and under the supervision of the District to provide prekindergarten placements. The Agency is expected to enhance program quality by adopting “best practices” program standards including valid and reliable measures of environmental quality, the quality of teacher-student interactions, and student outcomes.

Successful proposer(s) shall provide UPK Program services consisting of but not limited to, the following:

A. Minimum of 5 hours per day, five days per week program for children born on or before December 1, 2017 for at least 180 days during the 2021-2022 school year.

B. The program must be aligned with all Brewster Central School District policies and will meet the requirements of the policies and procedures set forth in Appendix A. The proposer will also follow all the regulations and policies regarding Statewide Universal Full Day Prekindergarten Program (“SUFDPK”) registration and enrollment.

C. Agency must be able to screen the new entrants (Part 117 of Regulations) as per Child Screening and Assessment, Section 151-1(c): Health and Nutrition for the following; possibly gifted, a child with a disability and limited English proficient utilizing district approved assessments.

D. The Agency will work with the District to align curricula and instruction with NYS Prekindergarten Foundation for the Common Core and/or the anticipated Next Generation Learning Standards during the contracted period.

E. The Agency will also adopt approved quality indicators of assessment using evidence-based research that is developmentally appropriate and aligned with the district’s curriculum of instruction, as determined by the Board of Education and Superintendent of Schools.

F. The **District** will serve food that will meet National School Lunch Program and School Breakfast Program (NSLP and NSP) requirements. Meals/Snacks need to be provided in an environment conducive to staff/child interaction and appropriate to meet children’s needs. There should be sufficient time for eating and interaction and social emotional growth.

G. Provide support services to children and families such as social and health related services by partnering with the District and other established partners.

H. Follow the district established school calendar, including the requirement of a minimum of 5 instructional hours per day. The hours of operations may vary slightly from the school hours so that transportation can be provided. Teachers, leaders and staff are expected to participate in District provided professional development days especially Superintendent Conference days.

I. The Agency will help the transition of Pre-Kindergarten students to Kindergarten by providing the following services:

- Strengthening their cognitive skills.
- Increase early literacy skills (reading, writing, speaking, listening and information processing).
- Increase their creative and artistic abilities.
- Improve inter and intra personal skills, feelings of self-worth, and become independent at a developmentally appropriate level.
- Increase appreciation of diversity and improve understanding of their own heritage and its relationship to self-image and interactions with others.
- Enhance personal, physical and emotional wellness following the components of NYSED Social Emotional

Learning Benchmarks. <http://www.p12.nysed.gov/sss/sel.html>

- Increase physical skills including fine and gross motor movement, kinesthetic and spatial relationships.
- Encourage parental involvement in their child's education.
- Ensure parents have ease of utilization and access to program and program services.
- Integrate preschool children with disabilities.

J. The Agency will also meet the needs of English Language Learners in the following categories:

• Language Instruction Educational Programming — Included in the U.S. DOE's Every Student Succeeds Act's (ESSA) Early Learning Non-Regulatory Guidance which contains explicit language related to the instruction to ELLs and providing professional development to teachers: "States must assist teachers (including preschool teachers), principals, and other school leaders, state educational agencies, and schools in establishing, in implementing and sustaining effective language instruction educational programs designed to assist in teaching English Learners including immigrant children and youth." [SEC.3102 Purposes]. In light of this guidance, the Agency teachers must:

- i. Understand language development.
- ii. Recognize the connection between the home language and English.
- iii. Connect oral language to emergent literacy.

• Multilingual Learner Identification — Establish the use of NYSED's *Emergent Multilingual Learners Language Profile for Prekindergarten Students* to identify students who speak a language other than English. Provide a developmentally, culturally and linguistically responsive Pre-K academic curriculum and instruction.

K. Nursing services must be provided on site.

L. Security services will include an entrance greeter/security person.

M. All individuals providing services to students in the UPK 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 UPK Program. Proof must be presented to the District of such clearances.

N. The Agency will keep daily attendance records and will provide them monthly to the District's Administrator of the UPK Program.

O. The Agency will forward all completed Universal Pre-K application form plus the following three (3) proofs of residency to the District Administrator of the UPK Program at 30 Farm Market Road, Brewster, NY 10509 for each child:

- A current, signed residential lease agreement for property within the District;

- A current home mortgage document or other proof of ownership of residential property within the District;
- A signed statement from a landlord or other property owner where you live (please use the School District's Landlord Statement of Landlord Affidavit forms);
- A sworn statement from someone who has first-hand knowledge of the child's Brewster residency (please use the School District's Third-Party Affidavit form);
- A current pay stub showing your home address;
- Your most current income tax return;
- A current utility bill (electricity, telephone, cable service, etc.);
- Documents issued by the federal, State or local government (such as a voter registration card, a driver's license, a passport, a visa, Department of Social Services identification, Office of Refugee Resettlement identification, etc.);
- In custody situations, judicial custody orders or guardianship papers or parent/guardian affidavit(s) which show(s) the address where the custodian/guardian and the student reside. (However, the absence of a formal custody order or guardianship papers will not disqualify a student who is otherwise shown to be a bona fide resident.)

A link to our registration page and resources can be found at www.brewsterschools.org/page/1130

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

Q. The Agency shall keep in strict confidence, as required and to the fullest extent provided by any applicable law, including but not limited to the Family Educational Rights and Privacy Act and Section 2-d of the New York State Education Law, any and all records and information, in whatever form or format received, pertaining to the eligible children attending the UPK Program, including but not limited to academic or grade information, attendance, discipline, receipt of special or supplementary educational services, receipt of social security or public benefits, or information as to race, ethnicity or disability. As required by Section 2-d of the New York State Education Law, the Agency shall execute the data privacy agreement in the form annexed hereto as Appendix "I" and its accompanying Parents' Bill of Rights and Supplemental Information addendum (annexed respectively thereto as Exhibits "A" and "B")

6. 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 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. The Agency must attend at least four leadership meetings with the District annually.

D. The District will provide support or provide guidance in hiring, staff observations and evaluations, if deemed necessary.

E. 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, talented and gifted, curriculum, and bilingual education.

F. Participate in the development, structure and delivery of instructional services, including program assessment.

G. Provide direct link to the School District Administration for program services’ coordination.

H. The District will provide support or guidance in consultation with the Education Director on teacher continuance based on the observation and evaluation processes, if deemed necessary.

I. Will unilaterally determine the student selection process for participation in the program.

J. Will assist, if necessary, with the outreach to find children who are currently not being served in the Brewster CSD boundaries.

7. TRANSPORTATION

The District will not provide transportation for UPK students.

8. NYSED

Please review the NYSED site for additional information:

1. <http://www.p12.nysed.gov/upk/faq.html>

2. <http://www.p12.nysed.gov/nurseryschool/regulations/NurserySchoolsRegulations.html>

3. Applicable laws and regulations for Universal Pre-Kindergarten Programs listed at:
<http://www.nysed.gov/early-learning/laws-and-regulations>

4. Available New York State Education Department (“NYSED”) Field Memoranda and Guidance Documents concerning early learning available at:
<http://www.nysed.gov/early-learning/field-memos-and-guidance-pertaining-early-learning>

9. PROPOSAL SUBMISSION, SCORING AND EVALUATION

Please provide one (1) original, three (3) copies and one (1) electronic copy in USB of your proposal response. **Submittals that are faxed, or emailed, will NOT be accepted.** Proposals received will be evaluated by a

committee to be determined at a later date.

These proposals are being solicited through a fair and open process. Agencies that are willing to provide the described services as requested above, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

1. Quality of proposed comprehensive UPK Program
2. General experience in the field.
3. Experience and qualifications of the professional staff assigned to the program, which most closely match the needs of the District.
4. Submission of cost-effective budget

Proposals will be evaluated considering the methods to be used to meet the requirements of the Scope of Services and the availability of qualified personnel who are proposed to work on this project. Included will be the reasonableness of the time schedule proposed to complete this project.

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

Proposals will also be evaluated considering the Proposer's experience with similar projects, knowledge, and the qualifications as well as the full-time availability of personnel assigned.

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

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

The District reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the services from other sources if deemed most advantageous to the objectives of the District.

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

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

10. INVESTIGATION OF QUALIFICATIONS

The work and services described in this Request for Proposals include the performance of activities directly affecting the safety of the students of the District and the public generally. The District may make any investigation necessary to determine the ability of any Proposer to fulfill the Contract, and the Proposer shall

furnish the District with all such information for this purpose as the District may request.

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

11. INSURANCE REQUIREMENT

A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the proposer's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

B. The policy naming the district as an additional insured shall:

1) From an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.

2) Contain a 30-day notice of cancellation.

3) State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.

4) The district shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

C. The proposer agrees to indemnify the district for any applicable deductibles.

D. Required Insurance:

1) Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate.

2) Automobile Liability

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

3) Workers' Compensation and N.Y.S. Disability

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

4) Professional Errors and Omissions Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

5) Excess Insurance

On a “Follow-Form” basis, with limits of \$3,000,000 each occurrence and aggregate.

6) Daycare Providers E & O Insurance

\$1,000,000 each occurrence and aggregate. Coverage for the errors and omissions of the board, administrators and employees.

E. Proposer acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The contracted vendor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The proposer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

12. ANTICIPATED PROPOSAL TIMELINE

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

- Request for proposals issued: Friday, September 3, 2021
- Due date for proposals: Friday, October 1, 2021

13. PROPOSAL REQUIREMENTS

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

A. Submission of Proposals: No late submissions will be accepted. The proposers are solely responsible for ensuring that the proposal is received by the Purchasing Agent prior to the time and date set forth herein. The entire responding proposal to the request shall be placed in a sealed envelope marked with the words: “PROPOSAL FOR UNIVERSAL PRE-KINDERGARTEN PROGRAM.”

All proposals must be sent to and received by the following address by Friday, October 1st, 2021 at 3:00 p.m.

Brewster Central School District
Dr. Michelle Gosh
Deputy Superintendent of Schools
30 Farm Market Road
Brewster, NY 10509

B. Proposal Content: The proposal package shall include the following items:

- 1) One (1) original, three (3) copies and one (1) electronic copy in USB
- 2) Title Page showing the RFP's subject; the agency’s name; the name, address and telephone number of a contact

person; and the date of the proposal.

3) A signed letter of transmittal that briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the agency believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm offer to provide the service of administering the District's UPK Program for the 2021-2022 school year.

4) Three (3) references with name and contact information.

5) List of school district clients to whom services were provided in:

a) 2019-2020 school year.

b) 2021-2022 school year.

6) The name(s) of principals, partners, or employees in the agency who have done business with the Brewster Central School District in the last 5 years and the nature of that business with the District. For purposes of this subparagraph, "doing business with the District" includes vending or other contractual obligations to the District or being an applicant for employment in the District.

7) Disclosure and description of any disciplinary proceedings pending against the Agency in any jurisdiction or whether discipline has been previously imposed against the Agency in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the ethics violation and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.

8) Disclosure and description of any arrests or convictions against any members of the Agency.

9) Assurance of ability to provide executed copies of the Certificates of Insurances.

10) The District is seeking to have the entire program run by the outsourced Agency and take place at a site provided by the Agency. Describe the proposed site including the street address, number of classrooms, square footage. The following documents must be included in the submittal.

- Certificate of Occupancy.
- Asbestos Environmental Building Management Plan.
- Fire inspection reports.
- Architectural quality floor plans.
- Fire alarm reports.
- Copy of purchase deed, if property is owned by the Agency.
- Memorandum of Agreement/Lease CBO with property owner, if the property is being leased.
- Proof of building ADA accessibility.

- 11) A completed Agency Information Form (**See Appendix B**).
- 12) A completed Non-Collusive Certification (**See Appendix C**).
- 13) A completed Non-Collusive Resolution (Required for Corporations) (**See Appendix D**).
- 14) A completed Background / Criminal Check Certification (**See Appendix E**).
- 15) A completed Proposer Warranties (**See Appendix F**).
- 16) A completed and notarized Iran Divestment Act Certification (**See Appendix G**).
- 17) A completed and notarized Hold Harmless Agreement (**See Appendix H**).
- 18) A completed W-9 form.

14. TECHNICAL PROPOSAL REQUIREMENTS

Each proposer shall respond to each section to the descriptors located in the body of this document in order to detail how your organization will meet the goals and objectives of the Brewster Central School District Pre-Kindergarten Program Plan.

A. Agency Background:

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

B. Pre-Kindergarten Services:

1. How the agency will meet the goals and objectives of the Brewster Central School District's Pre-Kindergarten Program and help kids in their transition to Kindergarten.
2. Detail how a child's progress will be documented by assessments.
3. Detail the agency's meal plan as per Paragraph "F" in page 5.
4. Describe the early childhood services the agency would provide through the Pre-Kindergarten program and how they will meet the following required components of Part 151 of the regulations of the Commissioner of Education and the NYS Prekindergarten Foundation for the Common Core.
 - Provide support services to children and families such as social and health related services.
 - The on-going staff development opportunities in which Pre-Kindergarten staff would be engaged.
 - How many students can the organization provide services for?
 - How many classrooms can the organization support?
 - How many hours per day can the Pre-Kindergarten Program operate?
5. How the proposed program will meet all applicable health and safety codes and licensure requirements (including the New York State Uniform Fire Prevention and Building Code).
6. Detail the Agency's standards and procedures for ensuring appropriate sanitation and custodial services.
7. Describe the collaborative relationship the agency proposes to have with the Brewster Central School District.

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

D. Program Staffing:

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

E. Program Budget:

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

1. Provide a spreadsheet detailing all the program costs including but not limited to professional salaries, support staff salaries, purchased services, supplies and materials, travel expenses, employee benefits, indirect costs, equipment and any applicable transportation cost.
2. Detail any local matching funds to be used to support the Universal Pre-kindergarten program.

15. EVALUATION PROCEDURES

These proposals are being solicited through a fair and open process. Agencies that are willing to provide the described services as requested above, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

1. Quality of proposed comprehensive UPK Program.
2. General experience in the field
3. Experience and qualifications of the professional staff assigned to the program, which most closely match the needs of the District.
4. Submission of cost-effective budget.

Those criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals.

The District reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the services from other sources if deemed most advantageous to the objectives of the District.

The District's determination of the applicant who is most advantageous to the goals and objectives of the District shall be final and conclusive. The appointment shall be determined by majority vote of the Board of Education on a resolution at an open public meeting. No applicant shall cause or influence, or attempt to cause or influence, any District official, officer or employee to secure unwarranted privileges or advantages.

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

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

16. TERMS OF ENGAGEMENT

A period commencing with the award and expiring at the end of the 2021-2022 school year is contemplated by the Board of Education according to the terms listed above. The District reserves the right, in its sole discretion, to extend the contract for up to four (4) one year (July 1 – June 30) terms.

END OF SECTION

Appendix A
BREWSTER CENTRAL SCHOOL DISTRICT UPK/SUFDPK
POLICIES AND PROCEDURES

- 1. Facility Quality:** The Agency will provide a facility that is well maintained, clean and safe. There will be adequate space for outdoor play with appropriately maintained equipment. The bathrooms will be immediately accessible and barrier free. The classrooms will be arranged into learning areas/centers and allow for the safe movement and activity for the number of children enrolled. Inspections will be made regularly by the District and areas in need of correction will be addressed in a timely manner. All buildings, premises, equipment and furnishing used for the Universal Pre-Kindergarten program shall be safe and suitable for the comfort and care of the children, shall comply with all applicable requirements of the Americans with Disabilities Act and shall be provided and maintained in a state of good repair and sanitation. Buildings and classrooms operated by eligible agencies shall meet all applicable fire, safety and building codes. Section 151.1.10 of the Regulations of the Commissioner of Education sets forth the requirements which must be met by all facilities used for Universal Pre-Kindergarten classes.
- 2. Curriculum and Instruction:** The Agency will provide for an age and developmentally appropriate curriculum and activities that are learner-centered and play-based. Curriculum materials will be selected and/or approved by the District.
- 3. Screening and Assessment:** The Agency will administer the District approved screening assessment to each student at the beginning of each school year as well as at the end of the school year. The results of this screening assessment will be used to determine if a referral to the District's Committee for Pre School Special Education ("CPSE") is appropriate and to identify if additional supports are necessary. In addition, the Agency will administer the District approved and curriculum-based assessment three times per school year-specifically in the Fall, Winter and Spring.
- 4. Ensuring Continuity of Instruction and Transition to School-Age Programs:** With guidance from the District, the Agency will provide workshops and parent meetings regarding the Pre-Kindergarten to Kindergarten transition process. Specifically, each Universal Prekindergarten ("UPK") teacher will visit the District's Kindergarten classroom at least once annually.
- 5. Identification, Inclusion, and Support of Students with Special Needs:** The Agency will assure that students with disabilities participate in regular education activities unless otherwise indicated in the students' Individualized Education Program ("IEP") and that accommodations are made, as needed. The Agency will use the results of the screening assessment, classroom observations, and teacher or parental concerns to identify children who may require a referral to the CPSE. The Agency will work with parents and the District to make referrals for testing and services.
- 6. Inclusion, instruction, and Support of English Language Learners:** The Agency will support diversity, parent involvement and the retention/promotion of a student's home language as he/she progresses toward English learning. As much as is practicable, the Agency will provide oral and written communication to parents/families in their preferred language. The Agency will provide opportunities for students' literacy development in the home language, while also promoting acquisition of English in an inclusive classroom setting. The Agency will ensure that the developmental and social emotional screening processes, and the provision of special services for students, are inclusive and respectful of their language and culture.
- 7. Staffing:** All Agency UPK teachers must possess a teaching license or certificate valid for services in the early childhood grades or be in compliance with the NYSED section 151-1.3 regulation. The Agency must employ an on-site Education Director during the hours that the program is in operation. The Education Director will be responsible for program implementation and must also possess a teaching license or certificate valid for services in the early childhood grades. Furthermore, the Agency must have at least one teacher and one teaching assistant or teacher aide working in each UPK classroom. If there are more than 18 children in a UPK classroom, there must be one

additional teacher assistant or teacher aide working in that classroom. No UPK classroom will have more than 20 children.

8. Professional Development: To ensure continuity from Pre-K to grades K-3, all Agency UPK teachers and Education Directors will be required to attend relevant grades K-3 professional development activities. The District will provide pre-K specific professional development each year. The Agency is responsible for tracking the professional development hours attended by each teacher and the Education Director. The Education Director will be required to pursue professional development dedicated to implementing and sustaining effective language instruction educational programs designed to assist in teaching English Language Learners including immigrant children and youth.

9. Family Engagement and Support: The Agency will provide parents with opportunities to gain an understanding of the SUFDPK program and curriculum, participate in parent education programs, understand the process of applying for kindergarten in the District and provide written feedback about the program in the form of an end-of-year questionnaire/survey. Written communication to parents will be provided in the parents' native language when possible.

10. Physical Well-being and Health: The Agency will provide a daily healthy snack and lunch for each student. Teaching staff will sit with and actively engage with children during meal time. The Agency will provide adequate time for daily outdoor play as weather permits. The Agency will provide children with adequate time and appropriate location for a daily rest period.

11. Partnerships with Community, Non-profit, and Educational Institutions: Efforts will be made with various community/non-profit organizations and educational institutions to form partnerships that will result in field trips and guest speakers/events to benefit the academic, social and emotional needs of Pre-K students.

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

Brewster Central School District
RFP 21-22-01
Universal Pre-Kindergarten

Appendix B – Agency Information

Agency's Name
Address:
Telephone:
Fax:
E-mail Address: Website address:
Contact Person and Title:
Type of Organization: () Public Institution () Private Non-Profit () Private Profit Please attach proof of organizational status (i.e. 501 © (3) IRS Letter)
Statement of the Organization's Mission
Chief Executive Officer: Name: _____ Signature: _____

**BREWSTER CENTRAL SCHOOL DISTRICT
RFP 21-22-01
UNIVERSAL PRE-KINDERGARTEN**

FIRM REFERENCE FORM

FIRM NAME: _____

Please list (5) five references that your firm has serviced in a manner similar in scope to the specifications contained in this Proposal. References are part of the Proposal Documents and failure to supply these references may result in the rejection of your proposal.

1. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

2. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

3. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

4. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

5. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

Have you ever failed to complete any contract awarded to you? _____

If so, when where and why?

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

If so, give details:

**BREWSTER CENTRAL SCHOOL DISTRICT
RFP 21-22-01
UNIVERSAL PRE-KINDERGARTEN**

APPENDIX C NON-COLLUSIVE BIDDING CERTIFICATION

The following statement is made pursuant to Section 103-d of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows: Statement of non-collusion in bids and proposals to political subdivisions of the state: Every bid or proposal hereafter made to a political subdivision of the state of any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-Collusive Bidding Certification:

a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with, provided however, that if in any case the Bidder cannot make the forgoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (a) (1) (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publications of revised price lists for such items or (c) sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a). Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision II of this section, shall be deemed to have authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

Addendum No.1 dated _____ through Addendum No. _____ dated _____

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

Name (please print) Signature

**BREWSTER CENTRAL SCHOOL DISTRICT
RFP 21-22-01
UNIVERSAL PRE-KINDERGARTEN**

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

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

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

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2021

Notary Signature: _____ Date: _____

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

**BREWSTER CENTRAL SCHOOL DISTRICT
RFP 21-22-01
UNIVERSAL PRE-KINDERGARTEN**

Appendix F

PROPOSER WARRANTIES AND CERTIFICATION

- A. We warrant that we are willing and able to comply with State of New York laws and regulations.
- B. We are willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. We will not delegate or subcontract our responsibilities under an agreement without the express prior written permission of the Brewster Central School District.
- D. We warrant that all information provided by us in connection with this proposal are true and accurate.
- E. We warrant that we have read the Request for Proposal (RFP) to provide the service of administering the District's UPK Program and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous agency proposal.
- F. We understand that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. We certify that the completion of the Proposal is a binding commitment to provide the service of administering the District's UPK Program requested as proposed herein.
- G. We certify, under penalty of perjury, that our agency has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of our employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

**BREWSTER CENTRAL SCHOOL DISTRICT
RFP 21-22-01
UNIVERSAL PRE-KINDERGARTEN**

APPENDIX G CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

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

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the District receive information that a Bidder/Contractor is in violation of the above- referenced certification, the District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this day of 2021

Notary Public: _____

**BREWSTER CENTRAL SCHOOL DISTRICT
RFP 21-22-01 UNIVERSAL PRE-KINDERGARTEN
HOLD HARMLESS AGREEMENT**

(This form must be signed and notarized)

Appendix H

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify the Brewster Central School District Board of Education, Brewster Central School District, or any officer, agent, servant, or employee of the Brewster Central School District from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- A. Any injury to person or property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;

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

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

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

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

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2021

Notary Signature: _____ Date: _____

APPENDIX I

ADDENDUM TO AGREEMENT

Regarding

Data Privacy and Security

In Accordance with Section 2-d of the New York Education Law

This is an addendum (the "Addendum") to an agreement entered into by between _____ ("Contractor"), and **Brewster Central School District School District**, with its principal place of business located at 30 Farm-to-Market Road, New York 10549 ("District"). Upon being executed by Contractor's and District's authorized representatives, this Addendum shall be deemed to have been in full force and effect as of the effective date of the Agreement it amends.

WHEREAS, the District is an educational agency within the meaning of New York State Education Law, Section 2-d ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d; and

WHEREAS, Contractor and its authorized officers, employees, students and agents shall have access to "student personally identifiable information (PII)," "student data" and/or "teacher or principal data" regulated by Section 2-d; and

WHEREAS, the provisions of this Addendum are intended to comply with Section 2-d in all respects. To the extent that any term of the Agreement conflicts with the terms of this Addendum, the terms of this Addendum shall apply and be given effect.

NOW, THEREFORE, it is mutually agreed that the Agreement is hereby amended in accordance with this Addendum, as follows:

1. Confidential Information

1.1 Contractor agrees that in performing the Original Agreement with the District, Contractor may have access to confidential information in the possession of the District, including student, teacher or principal personally identifiable information ("PII"). For the purposes of this Addendum and the Original Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Contractor or developed or maintained by Contractor through any activity related to the Original Agreement. This Confidential information includes student, teacher and/or principal data (as the terms are defined under Section 2-d.

1.2 Contractor agrees to comply with Section 2-d, and the corresponding regulations promulgated by the Commissioner of Education of New York ("Commissioner") thereunder. In addition, Contractor agrees to comply with any changes in Section 2-d, or the Commissioner's regulations that may be amended or modified during the term of the Original Agreement. Upon request by the District, Contractor shall provide the District with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws.

1.3 Upon expiration of the Agreement to which this Addendum applies, without a successor agreement in place, Contractor shall assist the District in exporting all student, teacher and/or principal data previously received by Contractor from, or developed on behalf of, the District, and Contractor shall, at the request of the District,

either securely delete any student, teacher and/or principal data remaining in Contractor's possession or return the student, teacher and/or principal data to the District. If student, teacher and/or principal data is to be maintained by Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Contractor in a secure data facility located within the United States.

1.4 The parties further agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of the Original Agreement.

2. Data Inspection and Challenges to Data

Education Law Section 2-d and FERPA provide parents and eligible students the right to inspect and review their child's or the eligible student's PII stored or maintained by the District. To the extent PII is held by Contractor pursuant to the Original Agreement, Contractor shall respond within thirty (30) calendar days to the District's requests for access to PII so the District can facilitate such review by a parent or eligible student. If a parent or eligible student contacts Contractor directly to review any of the PII held by Contractor pursuant to the Original Agreement, Contractor shall promptly notify the District and refer the parent or eligible student to the District.

In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Contractor pursuant to the Agreement, the challenge will be processed in accordance with the procedures of the District.

A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal personally, which is disclosed to Contractor pursuant to the Agreement, shall do so in accordance with the procedures for challenging APPR data, as established by the District.

3. Training

Contractor represents and warrants that any of its officers, employees, and/or assignees who will have access to student, teacher and/or principal data pursuant to the Original Agreement will receive training on the federal and state laws governing confidentiality of such student, teacher and/or principal data, prior to obtaining initial or any further access to such data.

4. Use/Disclosure of Data

4.1 Contractor shall not sell or use for any commercial purpose student, teacher and/or principal data that is received by Contractor pursuant to the Agreement or developed by Contractor to fulfill its responsibilities pursuant to the Agreement.

4.2 Contractor shall use the student, teacher and/or principal data, records, or information solely for the exclusive purpose of and limited to that necessary for the Contractor to perform the duties and services required under the Original Agreement. Such services include, but are not limited to _____. Contractor shall not collect or use educational records of the District or any student, teacher and/or principal data of the District for any purpose other than as explicitly authorized in this Addendum or the Original Agreement.

4.3 Contractor shall ensure, to the extent that it receives student, teacher and/or principal data pursuant to the Agreement, that it will not share Confidential Information with any additional parties, including an authorized subcontractor or non-employee agent, without prior written consent of the District. Contractor shall indemnify and hold the District harmless from the acts and omissions of the Contractor's employees and subcontractors.

5. Contractor's Additional Obligations under Section 2-d and this Addendum

Contractor acknowledges that, with respect to any student, teacher and/or principal data received through its relationship with the District pursuant to the Agreement it is obliged to maintain a Data Security & Privacy Plan, and fulfill the following obligations:

- execute, comply with and incorporate to this Addendum as Exhibit A, as required Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by the District, as well as the supplemental information in Exhibit B;
- store all data transferred to Contractor pursuant to the Agreement by the District, in an electronic format on systems maintained by Contractor in a secure data facility located within the United States or hard copies under lock and key;
- limit internal access to student, teacher and/or principal data to Contractor's officers, employees and agents who are determined to need such access to such records or data to perform the services set forth in the Original Agreement;
- not disclose student, teacher and/or principal data to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Agreement, unless: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the other party has the prior written consent of the applicable teacher or principal; or (III) the disclosure is required by statute or court order, and notice of the disclosure is provided to the District no later than five business days before such information is required or disclosed (unless such notice is expressly prohibited by the statute or court order);
- use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of student and/or staff data of the District while in motion or in custody of Contractor from unauthorized disclosure;
- not mine Confidential Information for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited; notify the District, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of any PII. In addition, Contractor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse the District for the full cost of any notifications the District makes as a result of the security breach or unauthorized release. Contractor further acknowledges and understands that Contractor may be subject to civil and criminal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Agreement.
- understand that any breach of the privacy or confidentiality obligations set forth in this Addendum may, at the sole discretion of the District, result in the District immediately terminating this Agreement; and
- familiarize its applicable officers, employees and agents with this Addendum and with the "Parents' Bill of Rights for Data Privacy and Security."

The Contractor acknowledges that failure to fulfill these obligations shall be a breach of the Agreement.

6. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

IN WITNESS WHEREOF, Contractor and the District execute this Addendum to the Agreement as follows:

Contractor

District

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibit A

District's Parents' Bill of Rights

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

- (1) New York State Education Law Section 2-d ("Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assures the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in their child's education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the District will, upon request of parents, or eligible students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll.
- (2) A student's personally identifiable information shall not be sold or released for any commercial purposes;
- (3) Personally Identifiable Information (PII) includes, but is not limited to:
 - a. The student's name;
 - b. The name of the student's parent or other family members;
 - c. The address of the student or student's family;
 - d. A personal identifier, such as the student's social security number, student number, or biometric record;
 - e. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
 - f. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
 - g. Information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.
- (4) In accordance with FERPA, Section 2-d and BOE Policy 7240 (Student Records), parents have the right to inspect and review the complete contents of their child's education record;
- (5) The Brewster Central School District has in place numerous safeguards that meet or exceed industry standards and best practices to protect the personally identifiable information of students. These safeguards, include but are not limited to, encryption, firewalls, and password

protection, which must be in place when any student data, including personally identifiable information, is stored or transferred.

- (6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review, at

[Inventory of Data Elements Collected by NYSED](#)

- (7) Parents have the right to submit complaints about possible breaches of student data and teachers or principals have the right to submit complaints about possible breaches of teacher or principal APPR data. Any such complaint must be submitted, in writing, to:

Jim Treloar
Chief Privacy Officer / Director of Technology & Innovation
50 Foggintown Road
Brewster, NY 10509
jtreloar@brewsterschools.org

Complaints may also be submitted to NYSED at <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474- 0937.

- (8) Parents have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
- (9) Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.

(10) Supplemental Information for Third-Party Contracts

For purposes of further ensuring confidentiality and security of student data, each contract (“Agreement”) the District enters into with a third party contractor shall include a signed addendum to the Parents’ Bill of Rights whereby the Contractor agrees to abide by the Districts Parents’ Bill of Rights and assures that they have a Data Security and Privacy Plan in place that includes the following:

- a. **Exclusive Purposes for which Student Data Will Be Used.** Use of Personally Identifiable Information, PII, under the Agreement will be limited to that necessary for the Contractor to perform the duties outlined in the Agreement and the services associated with that function. The Contractor further agrees that no PII will be sold or used for marketing or commercial purposes.

- b. **Protective Measures Regarding Third Parties.** The Contractor will ensure that any subcontractor or other person or entity with whom the Contractor shares student data and/or teacher or principal data, if applicable, agrees to abide by all of the components of applicable state and federal law, including Education Law 2-d, the District's Parents Bill of Rights, and the Family Educational Rights and Privacy Act ("FERPA"). In addition, the Contractor will ensure that each subcontractor, person or entity with whom the Contractor shares student data and/or teacher or principal data has a Data Security and Privacy Plan in place.
- c. **Storage of Data.** Contractor will maintain administrative, technical, and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, as specified by the Secretary of the United States Department of Health and Human Services in any guidance issued under Section 13402(H)(2) of Public Law 111-5 to protect the security, confidentiality, and integrity of PII, as applied to student data and/or teacher or principal data, within its custody, including password protection, firewalls, and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information), while such data is in transit or within its custody.
- d. **Breach of Personally Identifiable Information.** The Contractor must notify the Brewster Central School District of any breach or unauthorized release of PII within 24 hours of any such breach or Contractor's knowledge of such breach. The Contractor shall promptly reimburse the District and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of PII by the Contractor, its subcontractors, and/or assignees.
- e. **Expiration of Agreement.** Upon expiration of the Agreement, Contractor will ensure that all student data are returned to the District or provide confirmation to the District that the data in its possession has been securely destroyed, at the sole discretion of the District. Contractor will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Contractor's email account.
- f. **Parental Challenge to Accuracy of Data.** In the event a parent or eligible student wishes to challenge the accuracy of the student data collected by the Contractor, such parent or eligible student shall have an opportunity for a hearing to challenge the content of his or her education records, in accordance with the District's Policy #7240 (Student Records).

Exhibit B

Supplemental Information

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	
Description of the purpose(s) for which Contractor will receive/access PII	
Type of PII that Contractor will receive/access	Check all that apply: <input type="checkbox"/> Student PII <input type="checkbox"/> APPR
Contract Term	Contract Start Date _____ Contract End Date _____
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input type="checkbox"/> Contractor will not utilize subcontractors. <input type="checkbox"/> Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none">• Securely transfer data to EA, or a successor contractor at the EA’s option and written discretion, in a format agreed to by the parties.• Securely delete and destroy data.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA’s written request.
Secure Storage and Data Security	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) <input type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party. <input type="checkbox"/> Using Contractor owned and hosted solution <input type="checkbox"/> Other:

	Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:
Encryption	Data will be encrypted while in motion and at rest.

CONTRACTOR	
[Signature]	
[Printed Name]	
[Title]	
Date:	