

2024-25 Community-Based Organization Full-Day Universal Pre-Kindergarten Solicitation

Section I: TO ALL PROVIDERS

The North Salem Central School District (“the District”) is seeking proposals from qualified agencies to administer the District’s Full Day Universal Pre- Kindergarten Program (“UPK”). The District is seeking an agency to run the program at the District’s site for 32 students. The reimbursement rate per child is \$5,400. Program must run 5 hours per day, 5 days per week UPK program must provide at least one-hundred and eighty (180) days of instruction, including four (4) days scheduled for professional development. Providers will follow the annually adopted school district calendar for a minimum of 180 days per year. Initial program for the 2024-2025 school year will operate with program dates of September 5, 2024 through June 26, 2025 for students. The contract(s) resulting from this solicitation will be for a term of up to one year. The contract, once awarded, shall be in effect from July 1, 2024 through June 30, 2025, with an option to renew for four additional one-year periods, from July 1 through June 30, at the discretion of the District, under the same terms and conditions as mutually agreed by District and the awarded firm.

Proposals should be submitted in an opaque envelope clearly marked with “Universal Pre-Kindergarten Program: RFP# 24-25-04” with the vendor’s name in the top left corner of the envelope.

The District will receive sealed proposals on or prior to 10:00 AM EST, Friday May 3, 2024. Proposals must be delivered:

Purchasing Agent
North Salem Central School District
230 June Road
North Salem, New York 10560

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

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

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

The North Salem Central School District Board of Education intends to award a contract(s) in its best interest and reserves the right to reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the North Salem Central School District to do so. No proposer shall have any legal, equitable or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the North Salem Central School District, in its sole

discretion, shall enter into a contract with the proposer(s) that it selects as the successful proposer(s). This Request for Proposals (“RFP”) does not commit the District to award a contract or pay any cost incurred in the preparation of a proposal in response to this RFP.

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

Proposers should be familiar with the following resources:

Applicable laws and regulations for Universal Pre-Kindergarten Programs listed at

<http://www.nysed.gov/early-learning/laws-and-regulations>

Available New York State Education Department (“NYSED”) Field Memoranda and Guidance Documents concerning early learning available at:

<http://www.nysed.gov/early-learning/field-memos-and-guidance-pertaining-early-learning>

Staff qualifications for Universal Pre-Kindergarten Programs (see 8 N.Y.C.R.R. § 151-1.3).

Additional information is available through the NYSED “Frequently Asked Questions” link below:

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

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

- Complete the proposal, including attachments, by May 3, 2024 at 10 a.m. All sections and questions must be answered. Proposers that do not answer all sections and questions will not be reviewed. Each proposal will be reviewed by District staff members to determine the proposer’s ability to provide a high-quality, full-day learning experience for four-year-olds.
- Call to arrange a site visit as part of the proposal review process, if necessary.

Eligibility

“Eligible child” shall mean a child who is a resident of North Salem Central School District and who is four years of age on or before December 1st of the program year in which he or she is enrolled.

Minimum Qualifications: Prior Experience

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

- Child Care Center (including Head Start/Early Head Start)
- Group Family Child Care
- Nursery School
- Preschool Special Education
- Article 43 School–Based Preschool Child Care Programs (includes private schools)
- Management Organization or Community-Based Organization affiliated with a charter school
- Provider of other educational services to children up to age 8 (e.g., after-school tutoring services)

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

Site Visit

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

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

1. The proposer'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. Current program design and experience in providing developmentally-appropriate programs;
7. Fiscal solvency;
8. Stability of staff, rate of turnover and ability to fill vacancies in a timely manner;
9. Articulated mission/philosophy statements;
10. Record management and documentation procedures followed by the proposer;
11. Administrative structure;
12. Capacity and experience in serving children with disabilities;
13. Capacity and experience in serving children and their parents and/or guardians when they are limited English proficient;
14. Children's progress as demonstrated by assessments; and
15. Demonstrated effectiveness of the proposer's program.

Section II: ORGANIZATIONAL INFORMATION

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

Section III: ORGANIZATIONAL BACKGROUND

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

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

Section IV: UNIVERSAL PRE-KINDERGARTEN SERVICES

1. Detail how your organization will meet the following goals and objectives of the North Salem Central School District's Universal Pre-Kindergarten Program Plan:
 - a. Children will strengthen their cognitive skills.
 - b. Children will increase their early literacy skills (reading, writing, speaking, listening and information processing).
 - c. Children will increase their creative and artistic abilities.
 - d. Children will improve their inter- and intra-personal skills, increase their feelings of self-worth, and become independent at a developmentally appropriate level.
 - e. Children will increase their appreciation of diversity and improve their understanding of their own heritage and its relationship to their self-image and interactions with others.
 - f. Children will enhance their personal, physical, and emotional wellness.
 - g. Children will increase their physical skills (fine and gross motor movement, kinesthetic and spatial relationships).
2. Detail how a child's progress will be documented by assessments.
3. Demonstrate the effectiveness of the organization's program.
4. Detail how your organization will meet the goals and objectives of the North Salem Central School District Universal Pre-Kindergarten Program Plan.
5. Describe the early childhood services your organization will provide through the Universal Pre-Kindergarten program and how they will meet the following required components of Part 151 of the regulations of the Commissioner of Education and the NYS Pre-Kindergarten Foundation for the Common Core.
 - a. Provide support services to children and families such as social related services.
 - b. Meet the needs of English language learners.
 - c. Encourage parental involvement in their child's education.
 - d. Ensure parents have ease of utilization and access to program and program services.
 - e. Support transition/continuity with the District's K-2 program curriculum and the New York State Learning Standards.
 - f. Integrate preschool children with disabilities.
 - g. Indicate the on-going staff development opportunities in which Universal Pre-Kindergarten staff would be engaged.

6. Explain how the proposed program will meet all applicable health and safety codes and licensure requirements (including the New York State Uniform Fire Prevention and Building Code).
7. Describe the collaborative relationship your organization proposes to have with the North Salem Central School District.

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

Section V: DISTRICT OVERSIGHT

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

The Administrator's responsibilities will include:

- A. Monitoring the resulting contract and provide oversight of the Agency's program and support services.
- B. Overseeing the Agency's program in the implementation of the requirements of the New York State Education Department ("NYSED") through a quarterly Quality Assurance review. The Agency must attend at least four leadership meetings with the District annually.
- C. Collaborating with the on-site Education Director on all program management, educational issues, design and implementation of Kindergarten transition and vertical articulation, child find responsibilities, talented and gifted curriculum, and bilingual education.
- D. Participating in the development, structure and delivery of instructional services, including program assessment.
- E. Providing a direct link to the District Administration for coordination of program services.

- F. Providing the UPK provider with support or guidance in hiring, staff observations and evaluations, if deemed necessary.
- G. Providing support or guidance in consultation with the Education Director of the UPK program on teacher continuance based on the observation and evaluation processes, if deemed necessary.
- H. Unilaterally determining the student selection process for participation in the program.
- I. Assisting, if necessary, with the outreach to find children who are currently not being served in the District.

Section VI: TRANSPORTATION

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

Section VII: PROGRAM STAFFING

- 1. Describe how Universal Pre-Kindergarten services will be staffed. Include information regarding staff qualifications, staff patterns, proposed staff length of employment, and child-staff ratio. A teacher with a New York State Teaching Certificate in early childhood education (N-6 or N-3) is required for this program. Please refer to the Universal Pre-Kindergarten Regulations for minimal requirements.
- 2. Explain the administrative structure of the organization and how records are managed within the organization.
- 3. Describe documentation procedures followed by the organization.
- 4. Describe the supervisory structure for the proposed Universal Pre-Kindergarten services, including the qualifications of the supervisor(s).
- 5. Describe the process for coverage or substitution of staff as well as the ability of the organization to fill vacancies in a timely manner.

Section VIII: INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
- II. The policy naming the District as an additional insured shall:
 - Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is recommended (strongly preferred). The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create additional vulnerability and costs for the District.

- State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees, and volunteers.
 - Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
- III. The certificate of insurance must describe the services provided by the provider that are covered by the liability policies.
- IV. The provider agrees to indemnify the District for any applicable deductibles and self-insured retentions
- V. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - **Workers' Compensation and NYS Disability** – Proof of Statutory Workers' Compensation (form C-105.2 or U-26.3) and NYS Disability Insurance (form DB-120.1) for all employees. Proof of coverage must be on the approved specific forms, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
 - **Umbrella/Excess Insurance**
\$2,000,000 each occurrence and aggregate. Coverage for the errors and omissions of the board, administrators, and employees.
- VI. Provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the District. The provider is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VII. At the District's request, the contractor shall provide a copy of the declaration page of the liability policy with a list of endorsements. If so requested, the contractor will provide a copy of the policy endorsements.

Section IX: PROGRAM BUDGET

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

1. Provide a spreadsheet detailing all the program costs including but not limited to professional salaries, support staff salaries, purchased services, supplies and materials, meals, travel expenses, employee benefits, indirect costs, equipment, and any applicable transportation cost.
2. The reimbursement from the State is currently at \$5,400 per student.
3. The UPK provider must comply with all fiscal requirements including: creating an annual budget that will be submitted and approved by the District, maintaining income and expense reports supported by detailed invoices, and any other financial and programmatic records that detail allocation of UPK. The UPK provider will maintain a UPK budget that is separate from all other funding sources. The UPK provider will have processes and systems in place to safeguard against supplanting funds. The District will maintain separate budget codes for UPK and funds.

Section X: CONTRACT REQUIREMENTS

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

1. Indemnification: The successful proposer(s) shall agree to defend, indemnify and hold harmless the North Salem Central School District, its employees, officers, agents and Board of Education for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed claim, liability, action, suit or proceeding of whatever name or nature as the same may relate, in any manner, to the services provided by successful proposer(s), its employees, agents and individuals under its control pursuant to the awarded contract, including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties by successful proposer(s), its employees, agents and individuals under its control taken or made with respect to the awarded contract. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the North Salem Central School District, its employees, officers, agents, and Board of Education may be named as a party, notwithstanding that the successful proposer(s) may deem said claim, liability, suit, proceeding or action frivolous or without merit.
2. No Discrimination: To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the successful proposer(s) agrees it shall not discriminate against any employee or applicant for employment or individual associated with the District because of race, creed, color, sex, national origin, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, military status, familial status, marital status, status as a victim of domestic violence or any other basis protected by law. Services provided pursuant to the awarded contract shall be provided without regard to race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.

3. No Assignment: The successful proposer(s) may not assign, transfer or convey any of its respective rights or obligations under the awarded contract or subcontract any portion of the services set forth herein, without the prior written consent of the North Salem Central School District, which consent may be withheld for any reason whatsoever or for no reason.
4. Modification or Amendment: No amendment, change or modification of the awarded contract shall be valid unless in writing, signed by both parties hereto.
5. Governing Law: The awarded contract shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.
6. Confidential Information: The successful proposer(s) will have to complete the Addendum Data Security and Privacy Plan that is attached to this RFP. The successful proposer(s) understands that in performing this Agreement he/she/it may have access to or acquire confidential information in possession of the School District or others, including, but not limited to names, facts or information about students, children and families. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to the successful proposer(s) concerning UPK attendees through any activity related to this Agreement. The successful proposer(s) agrees it, its officers, employees and/or agents shall keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, for his/her/its own benefit or for the benefit of another, either during or after the performance of the awarded contract, the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement or as explicitly authorized in writing by a parent or guardian of a UPK attendee or the Principal Contact Person of the District. The successful proposer(s) understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of the awarded contract. The successful proposer(s) agrees that if he/she/it receives a request for disclosure of confidential information, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, he/she/it shall notify the District prior to disclosing the confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order. The parties further agree that the terms and conditions set forth in this Confidentiality section and in the Addendum containing the Data Security and Privacy Plan shall survive the expiration and/or termination of this Agreement. To comply with the requirements of New York Education Law Section 2-d, the parties have agreed upon and attached hereto as an Addendum to this Agreement a Data Security and Privacy Plan.
7. Compliance with Laws: The successful proposer(s) shall comply, at its own cost and expense, with all applicable Federal, State and local statutes, rules, regulations and ordinances including, but not limited to, the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Protection of People with Special Needs Act (PPSNA), the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education.

- a. The successful proposer(s) shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to the awarded contract, those required by the New York State Department of Education, the Board of Education and/or the District.
- b. The successful proposer(s) shall adhere to all requirements, protocols, policies and regulations of the New York State Education Department (including but not limited to the Commissioner of Education) applicable to the services to be provided hereunder.
- c. The successful proposer(s) acknowledges and agrees that he/she/it and his/her/its employees may be subject to fingerprinting and a criminal history record check as may be required by the SAVE legislation and other sections of the Education Law of the State of New York. In such event, Contractor agrees to cooperate with the District and to complete all necessary forms and procedures to obtain required fingerprinting and criminal history checks, all at no cost or expense to the District.
- d. The successful proposer(s) further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department prior to providing the services required by the awarded contract. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services required by the awarded contract. If the successful proposer(s) utilizes an individual who is required to and who has not obtained fingerprinting clearance with the New York State Education Department, the District shall have the right to immediately terminate the awarded contract. The successful proposer(s) agrees to cooperate with the District and to complete all necessary forms or procedures to obtain required fingerprinting and criminal history checks, all at no cost or expense to the District.

8. Termination:

- a. The awarded contract may be terminated by the District with or without cause upon thirty (30) days prior written notice to the successful proposer(s). Upon such termination, the successful proposer(s) shall be paid for all work performed in accordance with the awarded contract through the date of termination. The successful proposer(s) shall not be entitled to any additional payments, whether on account of lost profits or otherwise.
- b. The awarded contract may be terminated for cause by the District in the event of a breach of the awarded contract by the successful proposer(s), upon five (5) days' written notice from the District, unless a shorter period of time is specifically provided for elsewhere in the awarded contract. In the event of such termination, the District shall only be responsible to pay for services actually rendered by the successful proposer(s) in full compliance with the awarded contract prior to the termination on a pro rata basis and may deduct from such sums owed any costs incurred by the District as a result of the successful proposer(s)'s breach.

9. Class Size: The maximum enrollment for a prekindergarten program will be 32 children. The district will be providing two classrooms. One teacher and one paraprofessional must be assigned to each class. Food service staff, security officers, family members are not considered paraprofessionals and should not be utilized to fulfill the above-described staffing requirements. As stated earlier, the District would like to provide a program for 32 students in the initial year.
10. Staff Qualifications: Staff, teachers, social workers, and administrators must have in-depth knowledge of child development and how young children learn, as evidenced by experience and certification.

All UPK staff must meet the staff qualifications explained in New York State UPK program regulations (see 8 N.Y.C.R.R. § 151-1.3).

All UPK teachers employed by collaborating agencies must have one of the following:

- a. A teaching license or certificate valid for service in the early childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80).
- b. A teaching license or certificate for students with disabilities valid for service in the early childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80).
- c. A bachelor's degree in early childhood or a related field and a written plan to obtain a certification valid for service in the early childhood grades within five years.
- d. A teaching license or certificate valid for services in the childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80), and a written plan to obtain a certification valid for service in the early childhood grades within five years.

A prekindergarten teaching assistant providing instructional support in a prekindergarten classroom shall meet qualifications pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80).

Educational Directors: Until all universal prekindergarten teachers at an eligible agency site possess a teaching license or certificate valid for services in the early childhood or childhood grades, the agencies operating such programs shall employ an on-site education director during the hours that the prekindergarten program is in operation that will be responsible for program implementation. The on-site director shall possess a baccalaureate degree in early childhood education or related field of study and a teaching license or certificate valid for services in the early childhood or childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80).

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

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

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

11. Space: The District will be providing two classrooms on site in the Pequenakonck Elementary School
12. Allowable Dates of Service: The UPK program must provide at least one-hundred and eighty (180) days of instruction, including four (4) days scheduled for professional development. Providers will follow the annually adopted school district calendar.
14. Religious Worship: Providers are prohibited from engaging in religious worship, religious instruction, or proselytizing during the UPK Program.
15. Safety Plan: All providers must maintain a current safety plan. The plan must be maintained on site and available for inspection. The safety plan must be updated when and if requirements change in accordance with state and local regulations. Provider is expected to follow all building safety drills and procedures.
16. Security Clearance: All staff members, any independent contractors, substitutes, and consultants, who have direct contact with students engaged in the UPK Program **must be fingerprinted and receive NYSED clearance before having any contact with UPK students**. An ID badge will be provided to the provider for access to the onsite facility.

Section XI: CONTACT INFORMATION

Dr. Adam VanDerStuyf
Deputy Superintendent
North Salem Central School District
230 June Road
North Salem, NY 10560
914-669-5414 ext. 1016
avanderstuyf@northsalemschools.org

Barbara Briganti
Assistant Superintendent for Business Administration
North Salem Central School District
230 June Road
North Salem, NY 10560
914-669-5414 ext. 1013
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Section XII: TIMELINE

April 26, 2024 Advertisement and release Date for RFP
May 3, 2024 RFP Due Date
May 6-17, 2024 Review and Interview Providers
May 22, 2024 Contract Award
July 1, 2024 Contract Start Date
September 5, 2024 Program Start Date

ADDENDUM
DATA SECURITY AND PRIVACY PLAN

_____, having offices at _____ (hereinafter “Third-party Contractor”) and the North Salem Central School District, having offices at 230 June Road, North Salem, NY 10560 (hereinafter “School District”) hereby agree to make this Data Security and Privacy Plan part of their Agreement for services and attach it as an Addendum to that Agreement.

1. Definitions. Terms used shall have the same meanings as those found in Education Law Section 2-d(1) and the Regulations of the Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined herein.

2. Confidential Information. The Contractor understands that in performing its Agreement with the School District, the Contractor, its employees, officers, and agents may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about students, individuals, businesses and families. The Contractor may also have access to confidential information, potentially including student data, student directory information, teacher or principal data, personnel information and records, confidential business information, trade secrets, information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Data Security and Privacy Plan (hereinafter “Plan”) and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to the Contractor through any activity related to the Agreement. The Contractor understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Addendum and the Agreement. The Contractor agrees that if it receives a subpoena to divulge Confidential Information, it shall notify the School District prior to divulging any Confidential Information unless prohibited from doing so by the subpoena.

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

- a. To execute, comply with and incorporate as Exhibit “1” to this Plan, the Parents’ Bill of Rights for Data Privacy and Security developed by the School District;
- b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
- c. To comply with the data security and privacy policy of the School District, Education Law § 2-d and Part 121 of the Regulations of the Commissioner of Education;
- d. To limit internal access within Contractor to the education records of the School District as well as to personally identifiable student, teacher and principal data and information of the School District to only those individuals (including but not limited to officers, employees, and agents of the Contractor) that are

determined to need such records or data to perform the services set forth in the Agreement;

- e. Not to use the education records of the School District or any personally identifiable student, teacher and/or principal information or data of the School District for any purpose other than those explicitly authorized in this Plan or the Agreement;
- f. Not to reveal, publish, discuss, disclose or communicate any personally identifiable information, directly or indirectly, to any other third party, except in compliance with New York State and federal law, regulations, and the Agreement or as explicitly authorized in writing by an authorized representative of the School District,
 - i. Without the prior written consent of the parent or eligible student with regard to student records and/or personally identifiable student information and data;
 - ii. Without the prior written consent of the applicable teacher or principal with regard to personally identifiable teacher or principal information and data; or
 - iii. Unless required by statute or court order and the Contractor provides a notice of disclosure to the New York State Education Department or the School District no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order;
- g. To use and maintain reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices to protect the security, confidentiality and integrity of student, teacher and/or principal information and data of the School District in the custody of the Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement, including but not limited to (i) storing student data in a secure data center using monitoring of access doors, fire and security monitoring, data backups and retentions and (ii) data storage and access shall comply with the Advanced Encryption Standard (AES) with minimums of 128 bit key encryption or better;
- h. To use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using controls as specified by the Secretary of the United States Department of Health and Human Services in guidance issued pursuant to Public Law 111-5, Section 13402(h)(2);
- i. Not to sell or release Confidential Information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other third party for any marketing or commercial purpose or permit another individual or entity to do so;

- j. To ensure that all data protection obligations imposed upon the Contractor by New York State and federal law, by this Plan and by the Agreement are made applicable to any of its employees, subcontractors or agents engaged to perform any or all of his contractual obligations;
- k. To promptly notify the School District in the event that any personally identifiable information of the School District, its employees (including but not limited to teachers and principals), students or administrators is breached and/or released without authorization in the most expedient way possible and without unreasonable delay, but in no event more than seven (7) calendar days after the discovery of such breach;
- l. To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;
- m. To cooperate with the School District and other parties to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information;
- n. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by the Contractor;
- o. Upon termination of the Agreement, all student data shall be deleted (within 90 days) by the Contractor in accordance with the National Institute of Standards and Technology (NIST) standard 800-88; and
- p. In the event of a breach or unauthorized release of any personally identifiable information of the School District, its employees (including but not limited to teachers and principals), students or administrators by or otherwise attributable to the Contractor, the Contractor will pay for or promptly reimburse the School District for the full cost of any notifications the School District is obligated to make as a result of the breach or unauthorized release.

4. Confidentiality Training. The Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students as well as its teachers and principals. Describe how any officers, employees or agents of the Contractor, who will have access to student, teacher and/or principal data of the School District, have received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access to such data:

5. The Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents' Bill of Rights for Data Privacy and Security of the School District with respect to the Agreement, as stated in Exhibit "1" to this Plan, is accurate.

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

Yes

No

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

7. How will the Contractor manage data privacy and security incidents that involve personally identifiable data or information, including but not limited to (a) what actions are taken to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data and (b) how the School District will be notified promptly of any data breaches and unauthorized disclosures of personally identifiable data or information?

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

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

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

NORTH SALEM CENTRAL SCHOOL
DISTRICT

INSERT NAME OF THIRD-PARTY
CONTRACTOR

By: _____

By: _____

Name & Title: _____

Name & Title: _____

EXHIBIT 1

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to the New York Education Law Section 2-d (“Section 2-d”) and its implementing regulations:

A student’s personally identifiable information (“PII”) cannot be sold or released for any commercial purposes.

The School District assures that the confidentiality of electronically stored PII is protected using safeguards that comport with industry standards and best practices, including but not limited to, encryption, secure firewalls and password protection when student data is stored or transferred.

Parents have a right to inspect and review the complete contents of the student’s educational record, including portions of the record that are stored electronically, even when the record is maintained by a third-party contractor.

Parents have a right to the New York State Education Department (“NYSED”) student data element list that NYSED collects for authorized uses at <http://www.p12.nysed.gov/irs/sirs/>.

Parents have the right to have complaints about possible breaches of student data addressed. Complaints may be submitted to

Dr. Duncan Wilson
Superintendent of Schools
230 June Road
North Salem, NY 10560
Email: dwilson@northsalemschools.org
Phone: 914-669-5414

OR

Tempitope Akinyemi
Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234

Supplemental Information Regarding Third-Party Contractors

For each contract where the third-party contractor (“Contractor”) receives student data, or teacher or principal data, the following supplemental information must be included with the Bill of Rights:

1. The name of each third-party contractor:
2. The exclusive purpose for which the data will be used by the Contractor.
3. How the Contractor will ensure that any subcontractors, or other authorized parties who receive the data will abide by all applicable data protection and security requirements.
4. When the contract will expire and what will happen to the data upon expiration of the contract.
5. If and how the accuracy of the data can be challenged.

Where the data will be stored, how data security will be protected, and the security protections in place to ensure that such data will be protected, including whether such data will be encrypted.

The School District has entered into a contract with the Contractors listed below and in the North Salem Central School District Approved Technology List. The North Salem Central School District Approved Technology List will be continuously updated as we receive more completed contracts:

1. IEP Direct

https://www.iepdirect.com/Downloads/FAQ_Centris_Customer_NY.pdf

Purpose: Data management for students with disabilities. IEP Direct is a web-based Individualized Education Plan (IEP) program designed for use by school administrators and teachers. This special education program management software provides 24/7 online access for an unlimited number of authorized users. It allows real-time sharing of IEPs and student data between school districts and BOCES. IEPs can be drafted and viewed online, and state and federal compliance reports, accountability reports, and customized reports can be generated with a few clicks of the mouse. The program includes a library of customizable goals and objectives aligned to state learning standards. Other features include full access to student history data, data conversion from other systems, and a web-based Medicaid module. Data are protected with SSL encryption.

2. Renaissance STAR

<https://www.renaissance.com/products/star-assessments/>

Purpose: To create assessment solutions that measure growth and proficiency and allow School to differentiate and adjust instruction for individual students, groups of students, or entire classes based on results of the assessment.

3. nVision-Finance Manager

<https://www.financemgr.com/products/nvision/>

Purpose: nVision takes school business management software to the next level with powerful new features and enhancements that meet the everyday challenges facing today's school districts and municipalities. This solution will provide business offices with a high-performing application that improves efficiency and streamlines business operations better than ever before. Staff will be able to share more data while automating daily processes for optimal workflow. Modules include Accounting, Budget, Payroll, Requisitions, Receivables, Human Resources, Bidding, Negotiations, and Time & Attendance.

4. Atlas Rubicon

<https://www.onatlas.com/>

Purpose: Atlas provides curriculum planning, courses at glance, standards alignment, and assessment planning and strategies for K-12 curriculum alignment.

5. SchoolDude

<https://login.myschoolbuilding.com/msb>

Purpose: This is an online program for submitting and checking the status of a work order related to facilities and maintenance.

6. Frontline: AESOP and MyLearningPlan.

<https://www.frontlineeducation.com/>

Purpose: provides the absence management system for the District as well as tracking all professional development and continuing education credits for District employees.

7. E School Data

<http://eschooldata.com/about/>

Purpose: e-School is a robust cloud-based enterprise resource planning (ERP) platform that combines the core functionalities of various systems into a single, comprehensive package, including Student Information System (SIS), Learning Management System (LMS), Billing, Examination, Attendance, Accounting, Payroll, Inventory, Library and SMS capabilities. The software is capable of servicing the needs of large, mid-sized, and small fast growing schools/colleges.

With e-School, users are able to select and implement specific modules that fit their programs. Whether you are running a small academy, managing a high school, or running a large university, e-School gives you specific solutions that cater to specific roles – Board Member, Principal, Controller, Teacher, Student, and Parent.

8. Blackboard

<https://www.blackboard.com/>

Purpose: The firm provides education, mobile, communication, and commerce software and related services.

For information regarding data storage, security and protection data, data accuracy and expiration of the above noted contracts and those in the North Salem Central School District Approved Technology List, please contact Dr. Duncan Wilson at dwilson@northsalemschools.org.