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**Request for Proposal
NCS D-26-011**

UNIVERSAL PREKINDERGARTEN PROGRAM

**Niskayuna Central School District
1430 Balltown Road
Niskayuna, NY 12309
Phone: (518) 377-4666**

SUBMISSIONS DUE BY: April 6, 2026 at 2:00 p.m.

TIMELINE:

RELEASE OF RFP: TUESDAY, MARCH 10, 2026

PROPOSAL DUE DATE: APRIL 6, 2026 at 2:00 pm

ANTICIPATED RFP AWARD BY BOARD OF EDUCATION: APRIL 14, 2026

PROGRAM TO BEGIN: SEPTEMBER 2026

In accordance with the provisions of Section 103 of the General Municipal Law, an Advertisement for this RFP has been published in the local newspaper.

POINT OF CONTACT

The sole point of contact at the District for purposes of this RFP prior to the award of a contract is the Purchasing Agent. All contact relative to this RFP should be made in writing and directed to:

Michael DeSantis, Purchasing Agent
Niskayuna Central School District
1430 Balltown Road
Niskayuna, New York 12309
518-377-4666 x50709
mdesantis@niskyschools.org

PROPOSAL REQUIREMENTS

In order to provide a uniform review process, all proposals must include the following:

- Program Narrative:** Attachment A describes information and questions that must be addressed
- Proposal Cover Sheet:** Use Attachment B - Vendor Form
- Cost Proposal:** Use Attachment C: Cost Proposal
- Required Certifications:** Non-Collusion Certification and Iran Divestment Act Certification (Attachments D and E).
- Proof of Insurance:** Certificates should address all requirements listed in Attachment F.
- References:** Use Attachment G (or similar) to provide a minimum of four (4) references that you have worked with in the last five (5) years.

1. NOTICE TO PROPOSERS

- 1.1. Scope of Services: The Niskayuna Central School District (“DISTRICT”) hereby invites the submission of sealed proposals for a Pre-Kindergarten instructional program for eligible 4-year-old district children. The selected organization(s) will provide this program that meets the requirements and conditions outlined below.

General Scope: The Niskayuna Central School District is soliciting organizations that currently provide services to 4-year-old children in and around the Niskayuna school district’s area and are interested in providing a full-day Pre-Kindergarten program. Proposals should be based on providing the complete Universal Pre Kindergarten program for a classroom (including all associated services) in units of one full classroom, and not by individual student slots. The Niskayuna Central School District will consider awarding contracts for services to multiple providers. The program must meet applicable New York State Education Department and/or OCFS Pre-Kindergarten regulations. There is the potential for this to be a renewable annual contract, subject to an RFP process when required or initiated by the district. The number of classrooms the district awards will be based on the proposed cost and funding available to the district.

- 1.2. In order to receive consideration, proposals must be submitted to the Purchasing Office at the above address no later than **2:00 PM on MONDAY, APRIL 6, 2026**. If the DISTRICT is officially closed on the date scheduled for submission of proposals, the required date for submission will be on the next day the DISTRICT is officially open.
- 1.3. Vendors must submit an original Proposal (identified as such) and two (2) copies in a sealed envelope and must indicate the following information on the outside of the package: Vendor’s name and address, RFP number and title, RFP due date.
- 1.4. There is no express or implied obligation for the DISTRICT to reimburse Vendors for any expenses incurred in responding to this RFP, including, but not limited to preparing Proposals, attending a pre-proposal conference, attending entrance and exit conferences, or interview(s).
- 1.5. Submission of a Proposal indicates acceptance by the Vendor of the terms and conditions contained in this RFP.
- 1.6. Vendors are encouraged to submit an electronic copy of the Proposal in the sealed envelope.
- 1.7. Vendors must submit the pricing information for this RFP on the Cost Proposal sheet (Attachment C).
- 1.8. In submitting a proposal Vendor agrees to all of the terms and conditions set forth in the Agreement attached to this RFP as Attachment H.

2. INSTRUCTIONS TO VENDORS

- 2.1. Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned to the Proposer unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by DISTRICT employees. The Proposer assumes all responsibility for having the Proposal deposited on time at the place specified.

- 2.2. The DISTRICT will interpret the submission of a Proposal to mean that the Proposer is fully informed as to the extent and character of the services, supplies and materials required and that the Proposer can furnish same in complete compliance with the RFP Documents.
- 2.3. The non-collusive certification must be filled out in its entirety and included with each Proposal as required by the DISTRICT.
- 2.4. The forms listed below must be completed and included with each Proposal and all Proposers must sign all RFP Documents where indicated.
 - 2.4.1. Program Narrative (Described in Attachment A)
 - 2.4.2. Attachment B - Vendor Form
 - 2.4.3. Attachment C - Cost Proposal
 - 2.4.4. Attachment C - Non-Collusion Certification
 - 2.4.5. Attachment E - Iran Divestment Act Certification
 - 2.4.6. Proof of Insurance meeting the requirements of Attachment F
 - 2.4.7. Attachment G - References
- 2.5. No interpretation of the meaning of the RFP Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to DISTRICT. Any interpretations issued will be in the form of addendum/addenda to the RFP. All addendum/addenda so issued shall become a part of the RFP. Any addenda sent to the Proposers shall be binding and take precedence over the section of the original RFP Documents which it replaces.
- 2.6. The DISTRICT may make any investigation they deem necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the DISTRICT all such information and data for this purpose as the DISTRICT may request.

3. AWARD AND RESERVATION OF RIGHTS

- 3.1. The Agreement will be awarded to the responsive and responsible Vendor(s) offering a Proposal response that best meets the terms, conditions and criteria stated in the RFP.
- 3.2. The DISTRICT reserves the right to make awards within sixty (60) days after the date of the Proposal opening during which period Proposals may not be withdrawn unless the Proposer distinctly states in the Proposal that acceptance thereof must be made within a shorter specified time.
- 3.3. The DISTRICT reserves the right to inspect the Proposer's physical facilities prior to award. If the facility is found to be insufficient for the services specified herein, DISTRICT reserves the right to reject the Proposal.
- 3.4. The DISTRICT reserves the right to reject all Proposals. Also reserved is the right to reject, any Proposal in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of DISTRICT will be served.
- 3.5. The DISTRICT reserves the right to reject incomplete Proposals. The DISTRICT also reserves the right to request additional data or material at any time. All material

submitted in response to this RFP will become the property of the DISTRICT upon the opening of this RFP.

- 3.6. The DISTRICT reserves the right to reject Proposals that impose conditions that would modify the terms and conditions of the RFP Documents or limit the Vendor's liability to the DISTRICT on the Agreement awarded on the basis of such Proposal.
- 3.7. The DISTRICT reserves the right to reject any Proposal where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the services as per the Specifications.
- 3.8. The DISTRICT reserves the right to negotiate the terms of the RFP, including the award amount, with the selected Vendor(s) prior to entering into an agreement.
- 3.9. The DISTRICT reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected.
- 3.10. Each Proposal will be received with the understanding that the acceptance thereof, in writing, by the DISTRICT to furnish any or all of the products and/or services described therein shall constitute a contract between the successful Proposer and the DISTRICT. The Agreement shall bind the successful Proposer to furnish and deliver at the prices and in accordance with the conditions of this Proposal. The DISTRICT reserves the right to increase or decrease the products and/or services in the best interest of the DISTRICT.
- 3.11. All Proposals, with consideration to the escalation clause (if any), will be held firm for the duration of the Agreement including any extensions agreed to by the parties.
- 3.12. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Proposal, will be considered sufficient notice of award of an agreement. Failure of the Successful Vendor to contact the DISTRICT to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the Agreement by the Successful Vendor(s).
- 3.13. If the Successful Vendor fails to deliver or provide the services within the time specified, or within reasonable time as interpreted by the DISTRICT, or fails to make replacement of rejected items when so requested immediately or as directed by the DISTRICT, the DISTRICT may purchase from other sources to take the place of the item rejected or not delivered or services not provided. The DISTRICT reserves the right to authorize immediate purchase from other sources against rejections on any Agreement when necessary. On all such purchases, the Successful Vendor agrees to reimburse the DISTRICT promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference. Such purchases will be deducted from the Agreement quantity.
- 3.14. In the sole discretion of the DISTRICT the Proposal of a Vendor whose performance on any previous contract with the DISTRICT has been determined to be unsatisfactory may be rejected.

4. MULTIPLE VENDORS

- 4.1. The DISTRICT reserves the right to award a portion or portions of the Agreement to multiple service providers if it deems such separate contracts are in the best interest of the DISTRICT.

- 4.2. An agreement with another service provider shall not relieve any Vendor of the responsibility to perform the full obligations of this Agreement.
- 4.3. Vendors shall cooperate and work together, as necessary to provide the services detailed in the RFP.

5. PREKINDERGARTEN PROGRAM REQUIREMENTS

- 5.1. In order for a vendor proposal to be considered, the selected organization(s) will provide a program that meets the requirements and conditions outlined below.
 - 5.1.1. Providers must be New York State-licensed community-based provider (CBO) of prekindergarten program and have an established program that provides high-quality prekindergarten services to children.
 - 5.1.2. The prekindergarten instructional program for eligible 4-year-old district children will be provided at no cost to families through a state-funded grant in collaboration with the Niskayuna Central School District.
 - 5.1.3. Teachers employed by CBO-contracted prekindergarten programs must hold New York State teacher certification in either Early Childhood (Birth-Grade 2) or Students with Disabilities (Birth-Grade 2). Uncertified teachers with a bachelor's degree in early childhood education or related field must submit a written five-year plan for becoming certified.
 - 5.1.4. Programs must have a full-time teacher assistant for each classroom based on ratios of 18:1:1 (18 children to one teacher and one teaching assistant, with a preference for certified teaching assistants).
 - 5.1.5. The contracted CBO must submit copies of all teacher certifications to the district annually and any time a new teacher is added to the program.
 - 5.1.6. CBO prekindergarten supervisors must hold early childhood or childhood certification and must maintain a regular, on-premises presence to oversee the program. A supervisor to manage staff and program needs is necessary, but does not need to be assigned full-time to this UPK program.
 - 5.1.7. Substitutes must be provided when needed for both teacher(s) and teaching assistant(s).
 - 5.1.8. The program must be aligned to the New York State Early Learning Guidelines and comply with prekindergarten Regulations as set forth by the New York State Education Department and/or OCFS (<https://www.nysed.gov/early-learning/laws-and-regulations>).
 - 5.1.9. The instructional day must be at least five hours in length for five days each week. The daily schedule must also include developmentally appropriate periods for meals and rest/quiet activities, as required by NYS regulations."
 - 5.1.10. The program calendar must follow the Niskayuna Central School District school year calendar, and provides at least 180 days of instruction for onsite programs, with a program start date of September 2026. Any exceptions to the district's school calendar must be pre-approved by the school district.
 - 5.1.11. The program must curriculum and instructional strategies to foster independence in young learners and to build an academic and social

foundation that will help students achieve success in school and in life. Curriculum resources that the district will provide, and partners must follow, are described in Article 6 of this RFP.

5.1.12. The provider must use a systematic approach to assessment and data collection;

5.1.13. Prekindergarten programs may not provide religious instruction.

6. DISTRICT-PROVIDED RESOURCES

6.1. For each awarded classroom, the district will provide the curriculum resources and items listed below. By submitting a proposal, vendors agree that they will utilize the resources below and follow the curriculum that is being provided and required by the district.

6.1.1. Brigance Early Development Screening Tool

6.1.2. Second Step Social-Emotional Learning Curriculum Resources

6.1.3. Heggerty Phonemic Awareness Curriculum

6.1.4. iReady Math Curriculum (Site License, Student Worktext, Teacher Toolkit

6.1.5. Free breakfast and lunch for students daily, with district delivery anticipated)

6.1.6. Professional Development for Program Teachers and Teaching Assistants (Frequency and duration TBD in partnership with awarded vendors)

6.2. These items will be provided by the district at no cost. Vendors do not need to factor the items above into their budget and cost proposal.

ATTACHMENT A

PROPOSAL NARRATIVE REQUIREMENTS

Proposal submissions must include a narrative that includes the following:

- Program location and description of the space
- Overview of your existing program model for 4-year old children and how the proposed program will meet the NYS Prekindergarten Quality Standard
- A description of the daily schedule
- Your organization's process for administrative oversight, including how leaders will monitor classroom instruction and provide feedback to staff
- A list of proposed staff positions, including teacher certifications (NYS certification in Early Childhood or Students with Disabilities is required).
- Policies and procedures staff are expected to adhere to (attach a staff handbook if available) and a description of hiring procedures
- The plan for ongoing professional development to meet the needs of students and staff
- Fiscal management practices to ensure grant funds are used according to state regulations
- A description of your Facility Safety Plan
- Assurances that the organization will utilize the resources provided by the district:
 - Brigance Early Development Screening Tool
 - Second Step Social-Emotional Learning Curriculum Resources
 - Heggerty Phonemic Awareness Curriculum
 - iReady Math Curriculum)

The program narrative must also answer the following questions:

- What is (or will be) your process for screening all new entrants within the first 45 days of enrollment and monitoring social and academic progress?
- Are indoor and outdoor environments designed to be developmentally appropriate and accessible to all students?
- How will the program meet student health and safety needs, including through the physical environment and gross motor activities?
- When staff are absent, how do you maintain required staff to student ratios?
- How does your program support preschoolers with disabilities? How does your preschool follow through when children have been evaluated by the CPSE and evaluators and/or providers make classroom recommendations?
- How does your program support English Language Learners (ELLs) or those who speak English as a new language?

- If necessary, how would you support families in assisting with the potty-training process? (Per New York State Education OEL regulations, enrolled students cannot be excluded if they are not potty-trained.)
- What strategies will you use to build strong partnerships with families? What are your methods for communication, parent-teacher conferences, and opportunities for family involvement?
- Do you have any existing or proposed partnerships with other community health or social service providers that will factor into the prekindergarten program?
- Do you use volunteers in your organization? If yes, describe how they are selected and supervised?
- Aside from funding, what would you need from the Niskayuna Central School District to support a successful prekindergarten program?

ATTACHMENT B

VENDOR FORM

Name of Vendor: _____

Address: _____

Prepared By: _____

Title: _____

The undersigned declares that _____ carefully examined the RFP Documents, including, but not limited to, the General Terms and Conditions, Scope of Work, and Attachments, and will furnish the service in compliance with such documents for the price(s) set forth in Vendor's Proposal.

The undersigned further agrees to be bound by the terms and conditions contained in the RFP Documents in the event that the DISTRICT accepts Vendor's Proposal.

The full name and the address of any firm or corporation of all persons interested in this RFP as principals are as follows:

Signature of persons, corporation or firm

Date: _____

Firm: _____

Phone: _____

Name: _____

Prepared by (Signature): _____

Email: _____

ATTACHMENT C

COST PROPOSAL & PROGRAM BUDGET

Current Funding Allocation of \$5,400 per pupil

The district's current funding allocation from New York State for Universal Prekindergarten is \$5,400 per pupil. All respondents are required to provide their proposed cost per pupil and complete the detailed program budget on the following pages, with all expenses contained within the current available allocation.

Potential for Increased State Allocation

Please note that an increase in the per-pupil allocation has been proposed as part of the New York State Fiscal Year 2027 budget process. This proposal is not approved at this time. If the proposal is approved, the district anticipates offering up to \$9,600 per pupil, which would be the amount remaining after funds are reserved for district administrative and program expenses. The budget worksheet asks how the program for students would be enhanced if the increased allocation level is provided.

Cost proposals received and the final allocation from New York State will be used by the District to determine a uniform per-pupil allocation offered to selected Universal Prekindergarten provider(s).

Organization Name: _____

Total Years Providing Prekindergarten Services: _____

Total # of Students Currently Serving: _____ **Half-Day** _____ **Full-Day**

Niskayuna Central School District Universal Prekindergarten Cost Proposal

Number of Classrooms Proposed: _____ Number of Students Proposed to Serve: _____

Totals: # of Pupils _____ Cost Per Pupil: _____ Total Cost: \$ _____

Signature of Authorized Organization Representative _____

Print Name: _____ **Date:** _____

PROPOSED PROGRAM BUDGET		
Expense Category	Expense	Note(s) (if needed)
Salary: Site Supervisor <i>(Not required to be assigned to program full-time)</i>		
Salary: Teaching Staff		
Salary: Teaching Assistants		
Salary: Other Program Support Staff <i>(If applicable)</i>		
Nursing Staff/Services (Salary or Contracted)		
Benefits: All Program Staff Listed Above		
Materials & Supplies & Curriculum Resources		
Professional Development / Training		
Facilities: Cleaning and Maintenance		
Technology		
Furniture		
Other <i>(If applicable, please specify):</i>		
Other <i>(If applicable, please specify):</i>		
Total Expense		
Total Students		
Total Expense per Pupil		

REQUIRED SECTION: ENHANCED FUNDING SCENARIO

If the state proposal to increase the per pupil allocations is approved and \$9,600 per pupil is available, how will the increased funding be used to enhance the prekindergarten program?

ATTACHMENT D

NON-COLLUSIVE BIDDING CERTIFICATION

Vendor Name: _____

Address: _____

I. General Certification:

- A. The Vendor certifies that they will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

II. Non-Collusion Certification

- A. By submission of this RFP, the Vendor certifies that it is complying with Section 103d of the General Municipal Law as follows

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

1. the prices in this RFP have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other vendor or competitor:
2. unless otherwise required by law, the prices were not disclosed by the Vendor prior to opening, directly or indirectly, to any other contractor or to any competitor;
3. no attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not submit an RFP for the purpose of restricting competition.

- C. An RFP shall not be considered for award nor shall any award be made where II(B)(1)(2)(3) above have not been complied with; provided, however, that if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the RFP a signed statement which sets forth in detail the reasons therefore. Where II(B)(1)(2) and (3) above have not been complied with, the RFP 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 of which the RFP is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications of new or revised price lists for such items or (C) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning subparagraph (b).

III. Certification and Authorization

- A. Any RFP hereafter made to any political subdivision of the state or any public department, agency or official thereof by corporate Vendor for work or services

performed or to be performed or goods sold or to be sold, where a competitive RFP is required by statute, rule, regulation, or local law and where such RFP contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the Vendor, and such authorization shall be deemed to include the signing and submission of the RFP and the inclusion therein of the certificate as to the non-collusion as the act and deed of the corporation.

IV. Department and Suspension Certification

- A. To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive Vendor include a certification statement with each RFP on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by Federal agency. It is the responsibility of each Vendor to sign the certification statement and submit it with any RFP. A school authority may rely upon the certification statement submitted by the Vendor unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the Vendor's status relative to debarment and suspension.

Signature

Title

Date

ATTACHMENT E

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), § 165-a and General Municipal Law (GML) § 103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML § 103-g, 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 response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Vendor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Vendor is advised that once the list is posted on the OGS website, any Vendor seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or 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 person is in violation of the above-referenced certification, the DISTRICT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its 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 Vendor in default.

The DISTRICT reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature

Print Name: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT F

INSURANCE REQUIREMENTS

With RFP responses, proposers shall include proof of General Liability Insurance with a duly subscribed insurance carrier as outlined below, as well as proof of the other enumerated insurance coverages.

1. **Commercial General Liability Insurance:**
 - a. \$1,000,000 per occurrence/ \$3,000,000 aggregate.
2. **Sexual Misconduct (Abuse & Molestation) Coverage**
 - a. Either by General Liability Insurance or a separate policy.
3. **Automobile Liability**
 - a. \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles
4. **Workers' Compensation**
 - a. Statutory Workers' Compensation and Employers' Liability Insurance for all employees. An acceptable form, as required by the NY State Workers Compensation Board shall be used. ACCORD forms are not acceptable
5. **Excess/Umbrella Insurance**
 - a. \$5,000,000 each occurrence and aggregate; \$10,000 SIR
6. **All policies shall:**
 - a. be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer;
 - b. provide for 30 days notice of cancellation;

With the execution of a contract between the district and the successful proposer:

1. The Vendor shall effectuate the naming of the District as an additional insured on the VENDOR's insurance policies, with the exception of workers' compensation, and furnish such Certificates of Insurance to the District.
2. Such policies shall state that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers
3. Vendor 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.
4. The 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.

ATTACHMENT G

REFERENCES

Submissions will not be considered complete without providing a minimum of four (4) references that you have worked with in the last five (5) years, including at least one reference that has been with your firm for more than five (5) years. If possible, references should include at least two clients who are similar in size and business to Niskayuna Central School District.

REFERENCE NO. 1 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

REFERENCE NO. 2 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

REFERENCE NO. 3 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

REFERENCE NO. 4 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

ATTACHMENT H

CONTRACT

Following the award of this Request for Proposal, the Niskayuna Central School District will execute a formal contract with the selected organization(s). The full Universal Pre-Kindergarten Program Agreement is provided below as Attachment H. Submission of a proposal constitutes the Vendor's agreement to all the terms and conditions contained within this Agreement.

PREKINDERGARTEN PROGRAM AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026 by and between the NISKAYUNA CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "DISTRICT"), with offices for the transaction of business located at 1239 Van Antwerp Road, Niskayuna, NY 12309 and _____ (hereinafter referred to as the "CONTRACTOR") with offices for the transaction of business located at 2565 Balltown Road, Schenectady, NY 12309.

1. AUTHORITY.

This AGREEMENT is entered into and authorized by §3602-e of the Education Law of the State of New York, and by Chapter 436 of the Laws of 1997. The purpose of this Agreement is to establish the terms and conditions of an agreement between the DISTRICT and the CONTRACTOR for the provision of Universal Pre-Kindergarten ("UPK") services to students placed in the CONTRACTOR'S Pre-Kindergarten Program ("UPK Program") by the DISTRICT for the 2026-2027 school year.

2. TERM.

The term of this Agreement shall be from August 1, 2025 to and including June 30, 2026. Based upon the mutual agreement of the parties, this Agreement may be renewed thereafter from year to year.

3. COMPLIANCE WITH STATE LAW AND REGULATIONS.

The UPK Program operated by the CONTRACTOR shall during the term of this Agreement comply in all respects with the Regulations of the Commissioner of Education pertaining to UPK Programs contained in 8 NYCRR Subpart 151-1; and Subpart 151-2 as may be applicable; as well as applicable UPK Program guidance from the New York State Education Department. The CONTRACTOR acknowledges that it is familiar with the aforesaid regulations, has reviewed them and shall be responsible for compliance with them and any amendments thereto. CONTRACTOR shall comply with all applicable State and Federal laws with respect to the services and program provided under this Agreement.

In the event that the DISTRICT shall determine that the UPK Program operated by the CONTRACTOR is not in compliance with the aforesaid laws or regulations, or in the event that the

DISTRICT is given notice thereof by the State of New York or any agency or department thereof, the DISTRICT shall immediately give the CONTRACTOR notice thereof and CONTRACTOR shall have thirty (30) calendar days from the date of the notice to cure the noticed noncompliance. If the CONTRACTOR fails to remediate such noticed noncompliance within the aforementioned time period, the DISTRICT may terminate this Agreement without further notice.

4. REGISTRATION.

All students referred for placement with the CONTRACTOR'S UPK Program through the DISTRICT must have registered with the DISTRICT.

5. ATTENDANCE AND CALENDAR REQUIREMENTS.

The CONTRACTOR shall maintain a daily record of student attendance and forward attendance information to the DISTRICT each week. . The CONTRACTOR must operate on the same school calendar as the DISTRICT or otherwise ensure that it operates five days per week, five hours a day (with no nap during that time), a minimum of 180 days per year.

Children who do not attend on a regular basis or are regularly late to the UPK Program (i.e., there is a discernible and/or consistent pattern of absences or lateness) shall be referred to the DISTRICT'S Assistant Superintendent for Instruction. Upon a determination by either the CONTRACTOR or the DISTRICT that attendance is deficient, a meeting with the parent shall be promptly held by the CONTRACTOR to determine the reasons for the attendance problem and to identify steps to resolve the attendance problem. Inability to resolve the problem after documented interventions shall be referred in writing to the DISTRICT'S Assistant Superintendent for Instruction.

Children who do not attend class or are late for two (2) consecutive weeks without an appropriate medical excuse or other reasonable explanation shall be removed from the roster by the CONTRACTOR, or at the direction of the DISTRICT'S Assistant Superintendent for Instruction. In the former event, the DISTRICT'S Assistant Superintendent for Instruction shall be promptly notified in writing that such action has been taken.

6. DISCIPLINE AND SUSPENSION OF STUDENTS

Pre-Kindergarten students placed with the DISTRICT'S Pre-Kindergarten Program shall only be suspended from attendance following notice to the DISTRICT'S Assistant Superintendent for Instruction and following the application of the DISTRICT'S due process procedures by the DISTRICT'S Assistant Superintendent for Instruction or their delegate, which shall include notice to the child's parent or person in parental relation, and an opportunity for the child and his/her parent or person in parental relation to be heard. A decision to seek suspension shall be premised upon the child's behavior (which shall have been documented) and shall be preceded by application of appropriate non-suspension interventions, parent input and involvement, and involvement of special

needs personnel, if appropriate. No suspension shall be effectuated without the prior written approval of the DISTRICT'S Assistant Superintendent for Instruction.

7. STUDENT RECORDS AND SUPPORT.

The CONTRACTOR shall maintain cumulative folders with notification of parent-teacher conferences/contacts, and other significant information relative to the child's progress and attendance in the program, including but not limited to any required assessments, notes on behaviors, incident logs and contacts with county providers. These cumulative folders shall be turned over to the DISTRICT at the end of the school year.

The CONTRACTOR shall also make relevant personnel available to participate in DISTRICT Committee on Preschool Special Education (CPSE) meetings, Committee on Special Education (CSE) meetings, Child Study Team (CST) meetings, and student meetings, where appropriate, at no additional cost, so long as the meetings are held during UPK school hours.

The CONTRACTOR shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONTRACTOR in connection with this Agreement, and upon request shall be entitled to copies of same.

Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose, or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Education Law §2-d.

8. CURRICULUM, FACILITIES, SUPPLIES AND EQUIPMENT.

The CONTRACTOR shall provide the curriculum and related instructional materials and supplies for each UPK child with the exception of curriculum and instruction resources the DISTRICT stated it would be provide in the Prekindergarten RFP. The curriculum and instructional program shall be aligned with the New York State Pre-Kindergarten Foundation for the Common Core and/or anticipated Next Generation Learning Standards. The CONTRACTOR shall insure that any of its facilities used for the UPK program meet the requirements of 8 NYCRR 151-1.7.

9. STAFFING AND STAFF DEVELOPMENT.

At the DISTRICT'S request, the CONTRACTOR shall provide the DISTRICT with information relative to staff members who are responsible for the instructional program of UPK students. This information shall include: staff member certification documents, proof of educational background, and evidence of training of all teachers and paraprofessional support staff who are directly involved with providing services to UPK students.

The CONTRACTOR shall comply with staffing and staff development requirements of the RFP.

Substitutes will be provided by the CONTRACTOR when needed. CONTRACTOR is solely responsible for all costs associated with obtaining substitute coverage.

Within thirty (30) calendar days of receipt of a written notice that the DISTRICT objects to the continued use of a certain employee of the CONTRACTOR to provide Pre-Kindergarten services to students placed by the DISTRICT, and following consultation with the CONTRACTOR, the CONTRACTOR shall remove said employee from the UPK Program. However, if the objections to the employee of the CONTRACTOR relate to allegations of inappropriate sexual contact or the use of corporal punishment, the CONTRACTOR shall remove the employee within two (2) calendar days of receipt of a written notice form the DISTRICT. The DISTRICT acknowledges that its reasons for objecting to any employee may not be based upon the race, creed, religion, national origin, age, sex, sexual orientation, gender, gender identity, ethnicity, handicapping condition or first amendment rights of such individual, or any other basis prohibited by law.

CONTRACTOR affirms that all teachers, teaching assistants and teacher aide employed by the CONTRACTOR and assigned to provide services to DISTRICT students hereunder shall be qualified pre-Kindergarten teachers in accordance with the requirements set forth in State regulations at 8 NYCRR Subpart 151-1 and/or any additional State regulations referenced therein.

CONTRACTOR represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing in accordance with Part 83 of the Commissioner's Regulations.

CONTRACTOR shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff

directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department or Office for Children and Family Services (“OCFS”) as applicable prior to the provision of such services. CONTRACTOR agrees to provide the DISTRICT with proof of background checks and/or fingerprinting clearance for all staff directly providing services to students. CONTRACTOR further agrees to notify the DISTRICT immediately in the event it receives a subsequent notice of an arrest or criminal conviction.

10. SUPERVISION OF PROGRAM.

The DISTRICT shall be responsible for evaluating the UPK Program and provide reporting in accordance with the UPK grant. The DISTRICT’S Assistant Superintendent for Instruction, or other designated DISTRICT administrator, will conduct at least one (1) formal annual evaluation of the Pre-Kindergarten Program. In addition, the DISTRICT shall have a right to make informal random visits throughout the school year. The DISTRICT’S Assistant Superintendent for Instruction shall have access to all elements of the Pre-Kindergarten Program including classroom visits, teacher observations, records and documents as deemed necessary by the DISTRICT or supervisor.

11. DATA PRIVACY & PROTECTION

The DISTRICT and CONTRACTOR recognize the DISTRICT has certain obligations and responsibilities under New York State Education Law § 2-d and Commissioner of Education regulations regarding student data privacy and protection, and agree to work collectively to ensure full compliance with these requirements during the terms of the agreement.

12. PAYMENT.

The DISTRICT shall pay CONTRACTOR a monthly fee, based on ___ two classrooms with a total anticipated enrollment of ___ students, for the 2026-27 school year for placement in the UPK Program operated by the CONTRACTOR as follows:

Full Day UPK for 4-year olds: \$_____ per month for a 10-month period, September 2025 through June 2026, for ___ UPK classroom with slots for ___ Niskayuna Central School District students (\$_____ per pupil). The total fee to be paid by the DISTRICT for the term of this Agreement shall not exceed \$_____ to be paid in 10 equal monthly installments.

Said monthly payments of \$_____ shall be made following the presentation of written detailed invoices reflecting the period for which payment is sought and payment shall be rendered within thirty (30) calendar days of the DISTRICT'S receipt of said invoices. The DISTRICT shall give the CONTRACTOR notice of any invoice disputes within fifteen (15) calendar days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

Invoices must be sent to the Business Office of the Niskayuna Central School District, 1239 Van Antwerp Road, Niskayuna, NY 12309. No payment shall be made until the DISTRICT has a purchase order and a completed and signed W-9.

The DISTRICT reserves the right based upon non-attendance to fill slots if they should become available throughout the school year.

It is expressly understood and acknowledged by the CONTRACTOR that all funds for the Pre-Kindergarten placements contemplated hereunder are appropriated by grant through the State of New York. In the event of a diminution or cessation of appropriations by the State or confirmation from the State that the DISTRICT will not receive some or all of the funds for the contemplated placements, the DISTRICT reserves the right to cancel any then existing placements with the CONTRACTOR, or to terminate this Agreement in all respects with no further recourse by the CONTRACTOR. The DISTRICT will provide written notice to the CONTRACTOR of said cancellation or termination in accordance with the requirements for all notices set forth in Section 16. Such cancellation or termination will be effective on the date specified in such written notice. The CONTRACTOR reserves the right to cancel any placements and to cease providing services in the event that the DISTRICT fails to make such payments as required by this Agreement whether resulting from diminution or cessation of appropriations or otherwise.

13. INSURANCE

CONTRACTOR, at its sole expense, shall procure and maintain the following insurance coverage (including minimum limit requirements) during the entire term of the contract:

- Comprehensive General Liability - \$1,000,000 per occurrence/\$3,000,000 annual aggregate with coverage for sexual misconduct
- Umbrella or Excess Liability Insurance with a limit of \$2,000,000 per occurrence and a general aggregate of \$2,000,000.
- Workers Compensation – Statutory Workers’ Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees (unlimited). Proof of coverage must be on the approved specific form, as required by the New York State Workers’ Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the State. The form can be completed and submitted directly to the WC Board online.
- The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best’s rating of A-minus.

In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONTRACTOR shall notify the DISTRICT in writing within thirty (30) calendar days of such cancellation or non-renewal.

Upon the execution of this Agreement, the CONTRACTOR will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured on a primary, non-contributory basis, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

CONTRACTOR 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.

14. INDEMNIFICATION.

Notwithstanding the provisions of this Agreement regarding insurance, and without limitation as to the coverages specified, the CONTRACTOR hereby agrees to protect, defend, indemnify and save the DISTRICT and its board members, Superintendent of Schools, officers, employees, and agents free and harmless from any and all claims, demands, actions, suits, liabilities, settlements, costs, losses, penalties, and expenses, including attorneys' fees, court costs and other expenses of litigation or administrative proceeding, or incurred by or imposed on the DISTRICT in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to arising out of or in connection with, this Agreement or the CONTRACTOR'S business and operations, however caused, or arising out of any act, happening, or other event occurring on or at the franchised business which is not the act of the DISTRICT, its agents or representatives. This paragraph shall survive termination of this Agreement.

15. INDEPENDENT CONTRACTOR.

CONTRACTOR will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

Neither CONTRACTOR nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

16. TERMINATION.

The DISTRICT or CONTRACTOR may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement upon sixty (60) calendar days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

In the event the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

17. ASSIGNMENT.

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party which consent shall not unreasonably be withheld.

18. NOTICES.

All notices hereunder shall be in writing and shall be duly given if hand delivered or sent by registered or certified mail, postage prepaid and addressed:

- (a) If to the DISTRICT, at:
Carl J. Mummenthey
Superintendent of Schools
Niskayuna Central School District
1239 Van Antwerp Road
Niskayuna, NY 12309

- (b) If to the CONTRACTOR, at:

or at such other address as the DISTRICT or the CONTRACTOR shall have specified by notice to the other party, provided by this Agreement.

19. GOVERNING LAW.

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Schenectady County, New York.

20. WAIVER.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

21. SEVERABILITY.

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

22. ENTIRE AGREEMENT.

This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

23. EXECUTION

This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

24. PARAGRAPH HEADINGS.

The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision thereof.

25. AGREEMENT CONSTRUCTION.

The Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter or causing the same to be drafted.

26. DISCRIMINATION PROHIBITED.

Neither DISTRICT nor CONTRACTOR will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, gender, gender identity, disability, predisposing genetic characteristics or marital status or any other basis prohibited by law.

DISTRICT

CONTRACTOR

President, Board of Education

Niskayuna Central School District

1239 Van Antwerp Road

Niskayuna, NY 12309

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Date: _____

Date: _____