

RED CREEK CENTRAL SCHOOL DISTRICT

REQUEST FOR PROPOSAL

FOR

**UNIVERSAL PRE-KINDERGARTEN PROGRAM SERVICES
FOR 2023-2024 SCHOOL YEAR**

AT THE

**RED CREEK CENTRAL SCHOOL DISTRICT
6574 SOUTH ST., PO BOX 190
RED CREEK, NY 13143**

RED CREEK CENTRAL SCHOOL DISTRICT
Request for Proposal
UNIVERSAL PRE-KINDERGARTEN PROGRAM

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Part I

RFP Information

RED CREEK CENTRAL SCHOOL DISTRICT
Request for Proposal
UNIVERSAL PRE-KINDERGARTEN PROGRAM

Section 1 - Introduction and Purpose

- 1.1 The Red Creek Central School District (“District”) is located in Wayne County, New York. The District anticipates being granted funds pursuant to 3602-e of the Education Law to implement a pre-kindergarten program through collaborative efforts with eligible agencies.
- 1.2 The District seeks proposals by eligible agencies (“Proposer”) as defined in Section 3602-e of the Education Law and in the Regulations of the Commissioner of Education (8 NYCRR 151-1) to serve as an independent contractor to collaborate with the District in providing a pre-kindergarten instructional program for the District during the 2022-2023 school year.

Section 2 - Time Line and Receipt of Proposals

- I. Release of RFPs to Potential Vendors June 1, 2023
- II. Return of Proposals June 30, 2023
- III. Review of Proposals and Selected Vendor Presentations June 30, 2022
- IV. Implementation September 1, 2023-June 30, 2024

- 2.1 **One copy** of the proposal and other required documents must be sealed in an envelope marked with the name and address of the Proposer and must be received **no later than** June 30, 2023, at the offices of:

RED CREEK CENTRAL SCHOOL DISTRICT
6574 SOUTH ST., PO BOX 190,
RED CREEK, NEW YORK 13143
ATTN: CYNTHIA HAY

- 2.2 The proposal submitted by the individual Proposer(s) is the document upon which the District will make its initial judgment regarding the Proposer's qualifications, understanding of the District’s scope and objectives, methodology, and ability to complete services under the Contract contained at Exhibit “A” (the “Contract Documents”).
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by the District to reimburse any firm or individual for any costs

- incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the District, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of all of the terms and conditions contained in the Request for Proposal (“RFP”). Any exceptions must be highlighted and noted in an addendum to the proper submittal.
 - 2.5 The District reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
 - 2.6 The District reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
 - 2.7 The District may, at any time by written notification to all Proposers, change any portions of the RFP.
 - 2.8 During the evaluation of Proposals, the District may require clarification of information and may invite Proposers to an oral presentation to amplify and/or validate Proposal contents.

Section 3 - Proposal Submission

- 3.1 The Proposal shall include all of the information requested in Part II of this RFP.

Section 4 – Contract Term:

- 4.1 The initial contract period shall be for one year. The District may at the end of this period extend the agreement for one additional year. The parties will mutually agree to the fee for services and the actual service deliverables for the additional period.
- 4.2 The Proposer acknowledges and agrees to be bound by all the terms and conditions as set forth in the Contract Documents contained in Exhibit “A”.
- 4.3 The Successful Proposer shall execute a contract with the District in substantial conformance with this RFP.
- 4.4 The Red Creek Central School District is responsible for transporting district residents that elect to attend collaborating agencies school.

Section 5 - Restriction on Disclosure and Use of Data:

- 5.1 Upon submission, proposals and other materials submitted by Proposers become records subject to the Freedom of Information Law (FOIL) of New York State. The District may deny public access to such records or applicable portions which are trade secrets and are maintained for the regulation of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the subject enterprise, are specifically

exempted from disclosure by state or federal statute, or are otherwise exempted from disclosure under FOIL. Proposers should mark confidential only those portions of their proposals which they believe are not required to be disclosed under FOIL. The District, however, may be obligated to disclose information consistent with the requirements of FOIL notwithstanding any such markings made by Proposers.

Section 6 - Proposal Evaluation:

- 6.1 Upon review of the proposals submitted, the Proposer shall be selected based on the following criteria:
- (a) Cost will be a paramount factor in fulfilling enrollment. The District's goal is to extend service to as many students as financially possible, and the Board of Education will therefore be taking a hardline approach to analyzing cost. Not less than ten percent of the total grant award to the school district shall be set aside for collaborative efforts with eligible agencies, provided commissioner may waive such set aside requirement based upon documented evidence that the school district was unable to use the amount set aside to make a collaborative arrangement that would meet all requirements of this subdivision because of unavailability of eligible agencies willing to collaborate or other factors beyond the control of the school district, or if the ten percent exceeds the total of the districts aid per pupil multiplied by the number of pre-kindergarten pupils in collaborative programs. For collaborative programs exceeding the set aside ten percent due to enrollment, the total of the district's aid per pre-kindergarten pupil multiplied by the number of pupils in collaborative programs will calculate the funding amount. Consideration will also be given to enrollment in the District's school-based program;
 - (b) demonstrates the ability to provide necessary services and has submitted the required information;
 - (c) experience of the Proposer, proven track record, references, experiences of persons selected to handle work;
 - (d) the Proposer's capacity to effectively, efficiently and immediately provide needed services;
 - (e) the ease of utilization and accessibility of the program to parents and/or guardians;
 - (f) capacity to provide ongoing staff development;
 - (g) staffing patterns and qualifications;
 - (h) documentation that all applicable health and safety codes and licensure or

registration requirements are met;

- (i) anticipated fiscal share and other resources will be contributed to the universal pre-kindergarten program;
- (j) current program design and experience in providing developmentally-appropriate programs;
- (k) fiscal solvency;
- (l) stability of staff, rate of turnover and ability to fill vacancies in a timely manner; articulated mission/philosophy statements;
- (m) record management and documentation procedures followed by the agency;
- (n) administrative structure;
- (o) capacity and experience in serving children with disabilities;
- (p) capacity and experience in serving children and their parents and/or guardians when they are limited English proficient;
- (q) children's progress as demonstrated by assessments;
- (r) demonstrated effectiveness of the eligible agency's program; and student enrollment.

6.2 Proposals will remain valid until the execution of a contract by the District, unless otherwise rejected consistent with this RFP per Section 9.2.

6.3 The district will award a contract(s) resulting from this solicitation to the most responsible Proposer or Proposers whose proposal, in the sole judgment of the District, will be most advantageous to the District, after cost and other factors, specified elsewhere in this request are considered. The results of the competitive process for prekindergarten program services shall be made public at a regular meeting of the board of education. An eligible agency may request a written statement from the board of education stating why the application was not accepted.

6.4 The Proposer shall allow the District to conduct at a minimum one site visit prior to contracting for services.

Section 7 - Alternatives and Deviations:

7.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized. Any and all deviations from the terms

and conditions of this RFP must be listed in the attached Statement of Compliance.

Section 8 - Specification Clarification:

8.1 All questions about the meaning or intent of the specifications must be submitted in writing to:

Jennifer DeVinney, Director of Grants and Community Schools
PO Box 190
Red Creek, New York 13143

Replies will be issued by the Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. Only questions answered by formal written Addenda will be binding.

Section 9 - Withdrawal of Proposals:

- 9.1 Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by a Proposer or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- 9.2 Each proposal shall constitute a firm offer for a period of ninety (90) days from the Proposal opening date. After expiration of the firm offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to Jamie Murphy Primary School Principal; otherwise, Proposals remain in effect consistent with the terms of Section 6.2 of this RFP.

Section 10 - Insurance and Security Requirements:

- 10.1 The Successful Proposer shall be required to produce and maintain, at its own expense, the following insurance coverage:
 - (a) Workers' Compensation and Employer's Liability Insurance: As statutorily required by New York State Workers' Compensation Law.
 - (b) Public Liability and Property Damage Insurance: A policy or policies with limits of not less than:

<u>Limit of Liability:</u>	\$1,000,000	for injury or death, per person or Incident;
	\$1,000,000	for property damage

10.2 Each policy of insurance required shall be of form and content satisfactory to the District and shall be noncancelable without ten (10) days prior written notice to the District.

10.3 A duplicate original of such insurance policy or a certificate of insurance shall be given to the District as part of this proposal.

Statement of Compliance

Please Submit as part of your proposal the following information:

RE: The Red Creek Universal Pre-Kindergarten Program

We hereby acknowledge receipt of the Red Creek CSD-Universal Pre-K RFP and verify that our proposal conforms to the RFP except as detailed below:

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: ____/____/____

Part II

Proposal Submission

Red Creek Central School District

The Proposal for the **Universal Pre-Kindergarten Program** should include under separate cover the following:

Section 1 - General Information

1. Legal Name of Organization
DBA Name (If different than above)
Principal location: City, State, Zip Code
Tel. number and Fax number
Any additional office locations.

Contact information for the Administrator/Site Coordinator and other key personnel.
2. Please indicate how your company is organized (corporation, partnership, LLC, etc.)
What is your state of organization?
How long has your organization been in business?
3. Federal Tax ID Number.
4. Provide copies of all current licenses your organization holds regarding the operation of your business. Provide certifications your organization holds, and employees hold regarding the operation of your business.

Section 2 - Implementation

5. A complete outline including a detailed time schedule of the implementation process (e.g., parent communications, parent/student orientations/Open House, special events, parent/teacher conferences, progress reports) specifically for the District assuming a September 1, 2022 start-up date.

Section 3 - Services, Objectives and Experience

6. A description of the services to be provided by the Proposer;
7. A detailed narrative which describes how the Proposer will meet the following, as set forth and described in the Contract Documents contained in Exhibit "A", as well as the New York State Universal Pre-Kindergarten Program Required Components and Required Instructional Components documents (Exhibits "B" and "C")
 - a. the District's Mission and Vision; (Exhibit "D")
 - b. Service Requirements;
 - c. Curriculum and Assessment;

- d. Supervision and Professional Development; and
 - e. Mutual Communication requirements.
 - f. Safety and Access to the School Building, including the safety protocols the Provider will establish for security, access, and entry into buildings.
8. A detailed narrative and description of the Proposer's staff qualifications/ experience, the Proposer's qualifications and experience to carry out the requested services, including, but not limited to, staffing patterns, child-staff ratio and administrative structure, number of years in business, length of experience, and experience with administering pre-kindergarten programs;
9. Resumes of professional staff members who may be involved with the District;
10. The Cost to the District, in terms of cost per child, as calculated on the Cost Proposal Form at Part III of this RFP;
11. The Name and title of the person(s) authorized to bind the Proposer, together with the main office address, and the telephone number (including area code);
12. In the event the Proposer has not previously provided a pre-kindergarten instructional program to the District, please provide at least four (4) references from similar projects including name, addresses, and telephone numbers;
13. The attached Statement of Compliance;
14. Provide any additional information that would distinguish your services to the District;
15. In addition, the District may perform such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the District, within five (5) days of a request, all such information and data for this purpose as may be requested. The District reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the District that such Proposer is properly qualified to carry out the obligations contained in the Contract Documents and to complete the work contemplated therein. Conditional Proposals will not be accepted.

Part III

Cost Proposal Form

Red Creek Central School District

COST PROPOSAL FORM

Universal Pre-kindergarten Program

Submit to:

**RED CREEK CENTRAL SCHOOL DISTRICT
6574 SOUTH ST., PO BOX 190
RED CREEK, NEW YORK 13143**

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included at Exhibit "A" (the "Contract Documents") to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Term indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the RFP and the Contract Documents. This proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit other documents required by the Contract Documents within fifteen (15) days after execution.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:
 - (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date:

Number:

(receipt of all of which is hereby acknowledged)

- (b) Proposer has examined the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the contract and has made such independent investigation as Proposer deems necessary;

4. Proposer will complete the work for the following price(s):

2023-2024 Pre-Kindergarten Program

A. Number of Children _____

B. Cost Per Child _____

C. Total Cost (“Contract Price”) _____

D. Note: If there is a minimum number of children required for you to host a UPK program, please check the appropriate box and identify the student minimum, otherwise check “Not Applicable”.

Yes: _____
Minimum

Not Applicable

Note: The District’s costs for UPK transportation are deemed additional services. Funds for such services may be withheld from the allocation set aside for community-based agencies.

5. Communication concerning this Proposal shall be addressed to: _____

Dated: _____

Dated: _____

Proposer

District

EXHIBIT “A” CONTRACT TEMPLATE

Agreement between the Red Creek Central School District and
District Approved Universal Pre-Kindergarten (UPK) Providers

This Agreement is entered into as of September 1, 2023, between the Red Creek Central School District, with offices at 6574 South Street, PO Box 190, Red Creek, New York 13143 (“District”) and

_____, with an office at _____ (“Provider”).

RECITALS

The District anticipates being granted funds pursuant to section 3602-e of the Education Law to implement a pre-kindergarten program through collaborative efforts with eligible agencies.

Provider represents it is an eligible agency as defined in Section 3602-e of the Education Law and in the Regulations of the Commissioner of Education (8 NYCRR 151-1).

Provider has agreed to provide universal pre-kindergarten (“UPK”) program services as an independent contractor of the District for the 2023-2024 school year upon the terms and conditions set forth in its proposal to the District and in this Agreement.

The Parties agree as follows:

1. UPK SERVICES AND TERM:

The Provider shall provide a pre-kindergarten instructional program for up to the number of children identified in Exhibit A at the specified compensation per child for the 2023-2024 school year (the “Service”). The Provider’s services shall be in accordance with its proposal and in accordance with Section 3602-e of the NY Education Law and 151-1 of the Regulations of the Commissioner of Education as now in effect or hereinafter amended. The term of this agreement shall commence as of September 1, 2023 and terminate on June 30, 2024. The District reserves the right to cancel this agreement at any time for any reason, including breach thereof or non-compliance therewith by the Provider, upon written notice by the District to the Provider without further obligation to the Provider.

2. COMPLIANCE WITH DISTRICT MISSION AND GOALS:

As a service provider to the Red Creek Central School District, the Provider will be committed to excellence and guided by the District's Mission and Vision (see Exhibit "D" attached).

3. SERVICE REQUIREMENTS:

- Provider shall designate an appropriately qualified person as Site Coordinator to supervise the program who shall serve as its authorized representative to the District; the District designates its Primary School Principal (or designee) as its authorized representative to the Provider.
- The Service shall be provided to those children designated to the Provider by the District as eligible for the Service. The District may change such designation and/or number of children from time to time or at any time, with corresponding adjustment in compensation.
- The Provider shall be receptive to the inclusion of disabled children in the pre-kindergarten program and shall work with the District's committee on pre-school special education ("CPSE") in designing and implementing individual education plans for such disabled students, to the extent deemed appropriate by the CPSE.
- The provider shall provide at least one nutritional daily snack for the children in the pre-kindergarten program.
- Provider shall maintain daily attendance records of all students enrolled in the pre-kindergarten program, as well as all of Provider's staff. Such attendance records shall be provided to the District for review on a monthly basis, no later than the 4th day of each month.
- All attendance and other student records shall be deemed "educational records" and are confidential and may not be disclosed by the provider except in accordance with applicable law. Providers shall make such records available for review by the District immediately upon request.
- Instruction shall be provided on all days that the Red Creek Central School District is in session.
- Instructors shall hold valid New York State Teacher Certification, provided that the District may authorize any necessary exceptions on an individual basis. A representative of the District may participate in interviewing prospective instructors, but the employment decisions shall be solely made by the Provider. Immediate notice must be given to the District's Director regarding individuals who do not hold appropriate certification.

- Instructors may be expected to participate in District Conference Days and/or other professional development activities, as defined by the District.
- Curriculum and assessment shall conform to the requirements set forth below.
- The District will work in collaboration with Provider's personnel on an as needed basis, and assist with determining interventions and supports such as:
 - Counseling, speech and language, literacy, numeracy, occupational and physical therapy
- Providers will have access to special programming and readiness activities at Red Creek Cuyler Elementary School.
- Providers will have access to materials in the Red Creek Cuyler Elementary School's Leveled Book Room and Professional Library.
- Providers will make available the appropriate number of staff to assist UPK children for bus loading and unloading. The Red Creek Central School District is responsible for transporting district residents that elect to attend collaborating agencies school.
- UPK and the District will communicate and function as partners in the education of Red Creek Central children.
- Providers will offer at least one Open House at their facility/program as requested by the School District.

4. CURRICULUM AND ASSESSMENT:

- Curriculum, instruction, and assessment will be aligned to New York State Pre-Kindergarten Learning Standards.
- Provider and District personnel will collaborate on the writing, review and revision of the UPK curriculum.
- Provider personnel will implement District approved curriculum.
- Provider's instructional practices will reflect data driven decision-making.
- Provider and District personnel will collaborate on the selection of standardized achievement and social assessment tools, to be administered at benchmark points in the school year.

- Providers will submit student achievement data to the Elementary School Principal or designee for the district.
- Providers will complete an academic profile for each child at the end of the school year to be submitted to the Elementary School Principal or designee.
- The District will assist Provider's personnel in data analysis and provide instructional strategies and best practices to meet the needs of all learners.
- Providers will allow on-site instruction and intervention from any and all community agencies deemed appropriate by the District (i.e., Catholic Charities, Wayne-Behavioral Health, English Language Acquisition).

5. SUPERVISION AND PROFESSIONAL DEVELOPMENT:

- Provider's staff will be supervised and evaluated by the Site Coordinator who shall communicate with the Elementary School Principal or designee for the district regarding supervision and evaluation issues.
- Instructors may be expected to participate in District Conference Days and/or other professional development activities, as defined by the District. Provider will submit to the Elementary School Principal, or designee, an outline of goals and results of such activities on District Conference Days.
- The District may fund one out-of-district conference per UPK teacher per year, subject to availability of UPK funds.
- The District will extend in-district professional development opportunities to Provider's UPK personnel.

6. MUTUAL COMMUNICATION REQUIREMENTS:

- The Site Coordinator will immediately inform the District of any changes in enrollment.
- The Site Coordinator will inform the District of any student concerns: academic, social, health and safety.
- The Site Coordinator will inform the District of any teaching and/or support staff concerns.
- The Site Coordinator will provide the District with copies of parent newsletters.
- The Site Coordinator will disseminate District program related information to parents

and staff when requested by the District.

- The District will be responsive to the needs of UPK providers, students, and parents.

7. PERSONNEL:

- Provider shall be solely responsible for employing and compensating the instructors and other personnel necessary for the Service.
- Provider shall provide staffing consistent with Section 151-1.5 and 151-1.6 of the Regulations of the Commissioner of Education and shall evaluate the staff on at least an annual basis.
- Provider shall maintain a list of all teachers, substitute teachers and paraprofessionals employed by Provider and shall provide a copy of such list to the District.
- Provider shall assure that all staff members employed by or otherwise associated with Provider shall undergo fingerprint and criminal history record checks as required by Education Law, and Provider shall provide proof of clearance to the District prior to provision of services to students.
- Provider shall provide notice to the District within 24 hours if a teacher, substitute teacher or paraprofessional leaves the employment of the Provider for any reason.
- Provider shall maintain personnel files on all of its employees and shall provide the District with access to those personnel files and evaluations of employees upon request of the District.
- In the event that a complaint about an employee of Provider is brought to the attention of the District, Provider shall be notified by the District. After investigation of the complaint, if the District determines there is probable merit to the complaint, the District may request that the employee be removed from the pre-kindergarten program, and Provider shall comply with such a request.
- If Provider receives or becomes aware of a complaint about the Provider or a staff member, Provider shall notify the District immediately.

8. CONTRACT MONITORING AND SUPERVISION:

Provider shall provide copies of or access to, at the District's option, program records and those related to students enrolled in the program, including, but not limited to, assessments, financial information, and health records. The Site Coordinator shall provide such reports and information as may be required by the District's Elementary School Principal regarding implementation of the program.

9. SAFETY AND ACCESS

The Provider and the District will agree on the terms of Safety, Access, and Entry into school district buildings, including security protocols, method and hours of access and method and responsibility for closing the access points if necessary. A Safety Plan that addresses the UPK Center's protocol shall be given to the District's UPK Director no later than September 1 prior to the start of the school year.

10. GENERAL REQUIREMENTS OF THE STATE EDUCATION DEPARTMENT

A. Admission requirements for children

(a) No child may participate in the pre-kindergarten program unless:

1. A report of a medical examination of the child signed by a physician is submitted within 30 days of admission which states that the child is free from contagious or communicable disease.
2. The child has been immunized to the extent appropriate to his/her age in accordance with section 2164 of the Public Health Law; or has been granted an exemption from such immunization.

(b) Admission shall be in accordance with Red Creek Central School District Policies.

B. Physical facilities

- (a) Each pre-kindergarten classroom shall have at least a minimum of 30 square feet per child of usable activity space, excluding cloakrooms, bathrooms and storage facilities.
- (b) There shall be a minimum of 75 square feet of outdoor play area per child. Less than 75 square feet per child may be permitted upon submission of evidence of careful spacing of equipment and limitation of use to small groups at a time.
- (c) There shall be no construction, addition, substantial modification or change in occupancy of buildings or parts of buildings used or to be used in the operation of the pre-kindergarten program unless plans and designs of changes have been approved by the department.
- (d) Each pre-kindergarten program shall provide adequate indoor and outdoor space to accommodate a variety of gross motor activities which encourage physical and social development of the children.
- (e) The pre-kindergarten program shall be located on or close to the first floor of the building and is accessible for children with handicapping conditions who may participate in the program.

(f) A bathroom shall be part of, or immediately accessible to, the pre-kindergarten classroom. Such bathrooms must be barrier free.

(g) Appropriate space shall be designated for the use of parent activities.

C. Safety and sanitation

(a) All buildings, premises, equipment and furnishings used for the pre-kindergarten program shall be safe and suitable for the comfort and care of the children and shall be provided and maintained in a good state of repair and sanitation, as determined by the commissioner.

(b) Suitable precautions shall be taken to eliminate all conditions which may contribute to or create a fire.

(c) Fire drills shall be held in accordance with the provisions of section 807 of the Education Law. A record of these drills shall be maintained.

D. Health and nutrition

(a) The pre-kindergarten program shall ensure the health and safety of the children participating in the program.

(b) The program shall be equipped with a first aid kit and kept stocked for emergency treatment. First aid supplies must be kept in a clean container and in an area not accessible to children.

(c) A pre-kindergarten program shall have a written plan on file as prescribed by the commissioner which shall describe the medical and health policies and procedures which shall be explained to all staff and parents.

(d) The Health & Nutrition program shall be in accordance with Red Creek CSD policies.

E. Discipline

(a) For the purpose of this section, corporal punishment means any act of physical force upon a child for the purpose of punishing that child.

(b) The program shall establish and inform all parents and staff of a written pupil discipline policy. Such policy shall include the following:

(1) Any discipline used must relate to the child's misbehavior and be handled without prolonged delay on the part of the staff;

(2) Room isolation is prohibited;

(3) Corporal punishment is prohibited; and

(4) Denial of food is prohibited.

(c) The Red Creek CSD Code of Conduct is applicable to the pre-kindergarten program.

11. INDEMNITY AND INSURANCE:

The Provider agrees to defend, indemnify and hold the District, its officers, employees, and agents, harmless, at all times during and after the term of this Agreement, from and against all claims, damage, losses, and expenses (including without limitations, reasonable attorneys' fees) arising from, or in any way connected with the negligent or intentional acts or omissions of, or a breach of any term of or condition contained in this Agreement by the Provider, its employees, agents or representatives. Provider shall maintain a policy of public liability and property damage insurance in which the District is named as an additional insured. The policy shall be non-cancelable without ten (10) days prior written notice to the District. The minimum limits of coverage of such insurance shall be \$1,000,000 for injury or death, per person or per incident, and \$1,000,000 with respect to property damage. Provider shall also provide Workers Compensation Insurance in accordance with New York State law at all times during the term of this Agreement. A duplicate original of such insurance policy or a certificate of insurance shall be given to the District as part of this proposal.

12. PROVIDER STATUS:

It is understood and agreed that the Provider, and its employees and agents, is an independent contractor and that it cannot bind the District to any obligation, or subject it to any liability whatsoever. As an independent contractor, the Provider and any persons engaged by it shall not be entitled to any medical, health, pension, retirement, disability, unemployment, workers compensation or other insurance or coverage, or any other benefit, similar or dissimilar, from the District. Both parties shall make all tax or other governmental reports in accordance with their status as independent contractors.

13. ASSIGNMENT:

Neither party may assign its rights or obligations under this agreement without the written consent of the other party.

14. ENTIRE AGREEMENT:

This agreement constitutes the entire Agreement between the parties. No change may be made in any of its terms without the written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers intending to be legally bound.

RED CREEK CENTRAL SCHOOL
DISTRICT

BY: _____
Dr. Greg Macaluso, Interim Superintendent

[PROVIDER]

BY: _____
Name Title

EXHIBIT “B” NYS UNIVERSAL PRE-KINDERGARTEN PROGRAM REQUIRED COMPONENTS DOCUMENT

2023-2024 NYS Universal Pre-Kindergarten Program Required Components

Use the following format to describe the required components of the Universal Prekindergarten Program. Copy and use additional sheets as necessary.

<i>Required Program Component</i>	<i>Services Provided</i>	<i>Provider Agency(ies) if applicable</i>	<i>Means of Assessment</i>
Support services to children and families such as social and health related services			
Meeting the needs of English Language Learners			
Parent Involvement			

<i>Required Program Component</i>	<i>Services Provided</i>	<i>Provider Agency(ies) if applicable</i>	<i>Means of Assessment</i>
Transitions/continuity with K-2 program – curriculum and NYS Learning Standards			
Integrating preschool children with disabilities (describe accommodations)			
Staff development			

EXHIBIT “C” NYS UNIVERSAL PRE-KINDERGARTEN PROGRAM REQUIRED INSTRUCTIONAL COMPONENTS DOCUMENT

2023-2024 NYS Universal Pre-Kindergarten Program Instructional Components

Use the following format to describe how the program will address the identified instructional components. Copy and use as many sheets as necessary.

Cognitive Skills, including promoting English Literacy		
Goals/Objectives	Methodology	Means of Assessment

Social-Emotional Development, including fostering a positive sense of self within a cultural context		
Goals/Objectives	Methodology	Means of Assessment

Physical Skills, including gross and fine motor development

Goals/Objectives	Methodology	Means of Assessment

EXHIBIT “D” DISTRICT MISSION DOCUMENT

Mission

“The Red Creek Central School District will create a safe and supportive learning environment for all of our students, in order to prepare them with the fundamental skills and knowledge to successfully and responsibly contribute to society.”