

REQUEST FOR PROPOSALS
PRE-KINDERGARTEN SCHOOL SERVICES

July 1, 2025 to June 30, 2026

NAME OF FIRM: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE NO: _____ **FAX NO:** _____

URL:

Proposals to be Publicly Opened March 6, 2025 at 2:00 p.m.

Peekskill City School District
1031 Elm Street
Peekskill, New York 10566
Phone: (914) 737-3300 X1544

General Information

The Peekskill City School District, hereinafter referred to as “the District”, invites proposals from qualified individuals and firms, hereinafter referred to as “Agency”, to provide Pre-Kindergarten Services.

Proposals must be presented in a sealed envelope addressed as follows:

Cynthia Hawthorne
Assistant Superintendent for Business
Request for Proposal for Pre-Kindergarten Services
Peekskill City School District
1031 Elm Street
Peekskill, New York 10566

Request for Proposals will be received until 2 PM on March 6, 2025 at the Peekskill City School District, Peekskill, New York. All proposals will be publicly opened at the above-stated time at the first floor conference room located at 1031 Elm Street, Peekskill, New York 10566.

There is no expressed or implied obligation for the District to reimburse responding persons for any expenses in preparing proposals.

During the evaluation process, the District reserves the right, where it may serve the district, to request additional information or clarifications from proposers, or to allow corrections or omissions. At the discretion of the District, proposers may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal was selected. Submission of a proposal indicated acceptance by the person of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the selected agency.

All proposals must be submitted on and in accordance with forms included in this document. The proposal sheets are not to be removed from the document.

Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount will govern.

A proposer shall not make any stipulations on the Proposal Form or qualify its proposal in any manner. No Proposal will be considered which purports to qualify, limit, amend or omit any requirement of the Request for Proposal.

A proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the proposer to a contract. All required signatures shall be handwritten in ink with the full name of the person executing the same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the proposer.

Proposers will provide, along with the completed proposal package, evidence demonstrating an ability to provide the requested services, including, a summary of their experience over at least three (3) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York.

All information required in the Notice to Proposers, Request for Proposal specifications and Proposal Offer, in connection with each item against which a proposal is submitted, must be provided to constitute a regular proposal.

No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of proposal.

Prices and information required, except signature of proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

No charge will be allowed for federal, state, or municipal sales and excise taxes since the District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the proposer.

All proposals received after the time stated in the Notice to Proposers will not be considered and will be returned to the proposer. The proposer assumes the risk of any delay in the mail or in the handling

of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having his/her proposal deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION OF THE PEEKSKILL CITY SCHOOL DISTRICT RESERVES THE RIGHT TO WAIVE WHAT IS DEEMED TO BE PROPOSAL OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC PROPOSAL, TO REJECT ANY AND ALL PROPOSALS, TO RE-ADVERTISE AND INVITE NEW PROPOSALS, OR TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL, OR TO ACCEPT PARTS OF PROPOSAL FROM MORE THAN ONE PROPOSER AS IN THE BOARDS' JUDGMENT, IS IN THE BEST INTEREST OF THE DISTRICT.**

Any contract agreed to under the Request for Proposals is subject to termination by either party with thirty (30) days written notice. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the Consultant.

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposal, to request additional information from all responders, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the individual or agency that, in its opinion, best meets the District's needs, and not necessarily the agency whose fees are the lowest.

The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the proposer can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications.

SCOPE OF SERVICES REQUIRED

The District is seeking proposals from qualified agencies to Subcontract with the District to provide services for a full-day Universal Pre-Kindergarten. The Agency will work in collaboration and under the supervision of the District to provide pre-kindergarten placements. The Agency is expected to enhance program quality by adopting "best practices" program standards including valid and reliable measures of environmental quality, the quality of teacher-student interactions, and student outcomes. Successful proposer(s) shall provide Universal Pre-Kindergarten program services consisting of but not limited to, the following:

- A. Six hours per day, five days per week program for the four year olds for at least 186 days beginning in the 2025-26 school year.
- B. The program must be aligned with all Peekskill City School District policies and will meet the requirements of the policies and procedures. The proposer will also follow all the regulations

and policies regarding Universal Prekindergarten (UPK) and Statewide Universal Full Day Prekindergarten Program ("SUFDPK") registration and enrollment.

- C. Agency must be able to collaborate with the Peekskill City School District in order to screen the new entrants (Part 117 of Regulations) as per Child Screening and Assessment, Section 151-1(c).
- D. The Agency will work with the District to align curriculum and instruction with NYS Prekindergarten Foundation for the Common Core and/or Next Generation Learning Standards during the contracted period.
- E. The Agency will also adopt approved quality indicators of assessment using evidence based research that is developmentally appropriate and aligned with the district's curriculum of instruction, as determined by the Board of Education and Superintendent of Schools.
- F. The program will serve food that will meet National School Lunch Program and School Breakfast Program (NSLP and NSP) requirements. Meals/Snacks need to be provided in an environment conducive to staff/child interaction and appropriate to meet children's needs. There should be sufficient time for eating and interaction and social emotional growth.
- G. Follow the district established school calendar and hours of operation, including the requirement of a minimum of 6 instructional hours per day. Teachers, leaders and staff are expected to participate in District-provided professional development days especially Superintendent Conference days.
- H. The Agency will help the transition of Pre-Kindergarten students to Kindergarten by providing the following services:
 - a. Strengthening their cognitive skills.
 - b. Increase early literacy skills (reading, writing, speaking, listening and information processing).
 - c. Increase their creative and artistic abilities.
 - d. Improve inter and intra personal skills, feelings of self-worth, and become independent at a developmentally appropriate level.
 - e. Increase appreciation of diversity and improve understanding of their own heritage and its relationship to self-image and interactions with others.
 - f. Enhance personal, physical and emotional wellness following the components of NYSED Social Emotional Learning Benchmarks.
 - g. Increase physical skills including fine and gross motor movement, kinesthetic and spatial relationships.

- h. Encourage parental involvement in their child's education.
 - i. Ensure parents have ease of utilization and access to program and program services.
 - j. Integrate preschool children with disabilities.
- I. The Agency will also meet the needs of English Language Learners in the following categories: Language Instruction Educational Programming — Included in the U.S. DOE's Every Student Succeeds Act's (ESSA) Early Learning Non-Regulatory Guidance which contains explicit language related to the instruction to ELLs and providing professional development to teachers: "States must assist teachers (including preschool teachers), principals, and other school leaders, state educational agencies, and schools in establishing, in implementing and sustaining effective language instruction educational programs designed to assist in teaching English Learners including immigrant children and youth." [SEC.3102 Purposes]. In light of this guidance, the Agency teachers must:
- a. Understand language development.
 - b. Recognize the connection between the home language and English.
 - c. Connect oral language to emergent literacy.
 - d. Provide differentiated support for students with varying home languages. Developmentally, culturally and linguistically responsive Pre-K academic curriculum and instruction.
- J. Nursing services must be provided on site.
- K. Security services will include an entrance greeter/security person.
- L. All individuals providing services to students in the Universal Pre-Kindergarten Program must comply with the New York State Safe Schools Against Violence in Education (SAVE) law fingerprinting requirements. All such individuals must be cleared by the New York State Education Department in accordance with the provisions in the SAVE law prior to providing service under the Universal Pre-Kindergarten Program. Proof must be presented to the District of such clearances.
- M. The Agency will keep daily attendance records and will provide them monthly to the District's Administrator of the Pre-Kindergarten Program.
- N. Universal Pre-Kindergarten regulations specify that the nursery/daycare center cannot charge parents for the portion of its program that is paid for by Universal Pre- Kindergarten funds.

PROPOSAL FORMAT

- A. A comprehensive description of the services to be provided by the eligible agency, in alignment with the Scope of Service required outlined above.
- B. Articulated mission/philosophy statements; record management and documentation procedures followed by the agency; administrative structure; capacity and experience in serving

children with disabilities; capacity and experience in serving children and their parents and/or guardians when they are limited English proficient; children’s progress as demonstrated by assessments; and demonstrated effectiveness of the eligible agency’s program.

- C. A description of the eligible agency's staff qualifications, staffing patterns, child-staff ratio and administrative structure.
- D. The agency's capacity to effectively, efficiently and immediately provide needed services; the ease of utilization and accessibility of the program to parents and/or guardians.
- E. Documentation that all applicable health and safety codes and licensure or registration requirements are met.
- F. Current program design and experience in providing developmentally-appropriate early-childhood programs.
- G. Stability of staff, rate of turnover and ability to fill vacancies in a timely manner.
- H. A detailed budget of proposed expenditures for services rendered.

DETAILED EXPENDITURES:

Professional Salaries: _____

Support Staff Salaries: _____

Purchased Services: _____

Supplies & Materials: _____

Travel Expenses: _____

Employee Benefits: _____

Indirect Costs: _____

Equipment: _____

Total Cost: _____

Total Cost Per Student: _____

Detail the local matching funds to be used to support the Universal Pre-kindergarten program:

Please note there will be no increases for the contract on an annual basis.

PROPOSAL FORM

All proposals submitted must be clearly marked **“REQUEST FOR PROPOSAL FOR PRE-KINDERGARTEN SERVICES FOR THE PEEKSKILL CITY SCHOOL DISTRICT”** and sent to:

**Cynthia Hawthorne
Assistant Superintendent for Business
Peekskill City School District
1031 Elm Street
Peekskill, New York 10566**

Date and time proposal must be received: March 6, 2025 at 2:00 PM

NAME OF AGENCY: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE #: _____

Fax #: _____

Email address: _____

PROPOSAL AMOUNT:

Per Pupil: _____

of Pupils: _____

Total Proposal Amount: _____

Local matching funds to be used to support the Universal Pre-kindergarten program: _____

Note: Proposal Amount must be legible and all-inclusive (no additional charges for out-of-pocket expenses). Sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount will govern.

AUTHORIZED SIGNATURE: _____

TITLE: _____

Insurance Agreement

1. 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.
2. The policy naming the District as an Additional Insured shall:
 - Purchase an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State.
 - Contain a 30-day notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - The District shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
3. The professional consultant agrees to indemnify the District for any applicable deductibles.
4. Required Insurance:
 - **Commercial General Liability Insurance**
 - \$1,000,000 per occurrence/ \$2,000,000 aggregate
 - \$2,000,000 Products and Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Sexual Misconduct and Assault
 - \$100,000 Fire Damage
 - \$10,000 Medical Expense
 - **Automobile Liability**
 - \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - **Workers' Compensation and N.Y.S. Disability**
 - Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB120.1) for all employees. 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.
 - **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 effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - **Umbrella/Excess Insurance**
 - \$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.
5. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

6. The Professional Consultant 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 legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.

Initial: _____

NON-COLLUSIVE FORM PROPOSAL CERTIFICATIONS***THIS FORM MUST BE SIGNED AND NOTARIZED - SUBMIT WITH PROPOSAL***

Agency Name _____

Agency Address _____

Telephone Number _____ Date of Proposal _____

A. General Certification

The propose certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed in this Request for Proposal.

B. Non-Collusive Certification

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

By submission of this proposal, the proposer certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state: Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding or request for proposal is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the proposer and affirmed by such proposer as true under the penalties of perjury:

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

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

- C. A proposal shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- D. The fact that a proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication 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 of subparagraph one (a).
- E. Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate proposer for work or services performed or to be performed or goods sold or to be sold, where competitive requests for proposals is required by statute, rule, regulation, or local law, and where such proposal contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing, and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

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

Signature of Proposer: _____

(Signature of proposer or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day of _____, 2025

Notary Public or Commissioner of Deeds

(Authorized Signature)

Commission Expires _____

THIS FORM MUST BE SIGNED AND NOTARIZED

*****SUBMIT WITH PROPOSAL*****

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY THE PEEKSKILL CITY SCHOOL DISTRICT BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE PEEKSKILL CITY SCHOOL DISTRICT, FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- A. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT HOWEVER CAUSED;

- A. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE PEEKSKILL CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE PEEKSKILL CITY SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE PEEKSKILL CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE PEEKSKILL CITY SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT,

MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Subscribed and sworn to before me

this ____ day of _____ 2025 _____

(Person, Firm or Corporation)

Notary Public or Commissioner of Deeds

(Authorized Signature)

Commission Expires _____

Evaluation Procedures

1. Review of Proposals

The District will review qualifications of the proposals received. The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

2. Evaluation Criteria

Evaluation Criteria:	Points:
Program Design: The agency's capacity to effectively, efficiently and immediately provide needed services; current program design and experience in providing developmentally-appropriate programs; the ease of utilization and accessibility of the program to parents and/or guardians; articulated mission/philosophy statements; capacity and experience in serving children and their parents and/or guardians when they are limited English proficient; and capacity and experience in serving children with disabilities.	25
Staffing: Capacity to provide ongoing staff development; staffing patterns and qualifications; administrative structure; stability of staff, rate of turnover and ability to fill vacancies in a timely manner.	20
Administration: Documentation that all applicable health and safety codes and licensure or registration requirements are met. Record management and documentation procedures followed by the agency.	5
Fiscal: Fiscal solvency, program cost; anticipated fiscal share and other resources that will be contributed to the universal prekindergarten program.	25
Program Effectiveness: Children's progress as demonstrated by assessments and demonstrated effectiveness of the eligible agency's program.	25

3. Final Selection

The Board of Education will select the individual or agency based upon proposals and the recommendation of the District's Administration. It is anticipated that the individual or agency will be notified on or about March 26, 2025. The selected firm must be prepared to begin work immediately in preparation for the 2025-26 school year.

4. Right to Reject Proposals

Submission of a proposal indicates acceptance by the individual or firm of the conditions in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Board of Education and the individual or firm selected. The District reserves the right, without prejudice, to reject any or all proposals.

5. Termination of Contract

Any contract agreed to under this Request for Proposals is subject to termination by either party with thirty (30) days written notice. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the proposer selected, subject to the approval of the board of Education.

6. Contract Terms and Conditions

The terms and conditions set forth in the written Request for Proposals shall form a part of the Agreement to be executed by the Board of Education and the successful proposer.

7. RFP Inquiries

Any question submitted by an individual or firm regarding this Request for Proposal must be directed, in writing, to:

Cynthia Hawthorne
Assistant Superintendent for Business
Peekskill City School District
1031 Elm Street
Peekskill, New York 10566
chawthorne@peekskillschools.org

Written responses, together with original inquiry, will be forwarded to all individuals or agencies receiving this Request for Proposal.

Appendix A

Peekskill City School District UPK/SUFDPK Policies and Procedures

1. **Facility Quality:** The AGENCY will provide a facility that is well maintained, clean and safe. There will be adequate space for outdoor play with appropriately maintained equipment. The bathrooms will be immediately accessible and barrier free. The classrooms will be arranged into learning areas/centers and allow for the safe movement and activity for the number of children enrolled. Inspections will be made regularly by the OCFS and areas in need of Correction will be addressed in a timely manner.
2. **Curriculum and Instruction:** The AGENCY will provide for an age and developmentally appropriate curriculum and activities that are learner-centered and play-based. Curriculum materials will be selected and/or approved by the PCSD.
3. **Screening and Assessment:** The AGENCY will administer a district-approved screening assessment to each student at the beginning of each school year. The results of this screening assessment will be used to determine if a CSE referral is appropriate and to identify if additional supports are necessary. In addition, The AGENCY will administer a district approved and curriculum based assessment three times per school year-specifically in the Fall, Winter and Spring.
4. **Ensuring Continuity of Instruction and Transition to School-Age Programs:** With guidance from the district, the AGENCY will provide workshops and parent meetings regarding the Pre-Kindergarten to Kindergarten transition process. Specifically, each AGENCY UPK teacher will visit a district Kindergarten classroom at least once annually.
5. **Identification, Inclusion, and Support of Students with Special Needs:** The AGENCY will assure that students with disabilities participate in regular education activities and that accommodations are made, as needed. The AGENCY will use the results of the screening assessment, classroom observations, and teacher or parental concerns to identify children who may require a referral to the Committee for Preschool Special Education. The AGENCY will work with parents and the PCSD to make referrals for testing and services.
6. **Inclusion, instruction, and Support of English Language Learners:** The AGENCY will supply diversity, parent involvement and the retention/promotion of a student's home language as he/she progresses toward English learning. As much as is practicable, the AGENCY will provide oral and written communication to parents/families in their preferred language. The AGENCY will provide opportunities for students' literacy development in the home language, while also promoting acquisition of English in an inclusive classroom setting. The AGENCY will ensure that the developmental and social emotional screening processes, and the provision of special services for students, are inclusive and respectful of their language and culture.

7. **Staffing:** All AGENCY UPK teachers must possess a teaching license or certificate valid for services in the early childhood grades. The AGENCY must employ an on-site Education Director during the hours that the program is in operation. The Education Director will be responsible for program implementation and must also possess a teaching license or certificate valid for services in the early childhood grades. Furthermore, the AGENCY must have at least one teacher and one teaching assistant or teacher aide working in each UPK classroom. If there are more than 18 children in a UPK classroom, there must be one additional teacher assistant or teacher aide working in that classroom.
8. **Professional Development:** To ensure continuity from Pre-K to grades K-3, all AGENCY UPK teachers and Education Directors will be permitted and encouraged to attend relevant grades K-3 professional development activities. The PCSD will provide one full-day of pre-K specific professional development each year. The AGENCY is responsible for tracking the professional development hours attended by each teacher and Education Director.
9. **Family Engagement and Support:** Each AGENCY will provide parents with opportunities to gain an understanding of the SUFDPK program and curriculum, participate in parent education programs, understand the process of applying for kindergarten in the district and provide written feedback about the program in the form of an end-of-year questionnaire/survey. Written communication to parents will be provided in the parents' native language when possible.
10. **Physical Well-being and Health:** The AGENCY will provide a daily healthy snack and lunch for each student. Teaching staff will sit with and actively engage with children during mealtime. The AGENCY will provide adequate time for daily outdoor play as weather permits. The AGENCY will provide children with adequate time and an appropriate location for a daily rest period. The Education Director at each AGENCY will participate in a Health Services Advisory Committee That will take place twice per year.
11. **Partnerships with Community, Non-profit, and Educational Institutions:** Efforts will be made with various community/non-profit organizations and educational institutions to form partnerships that will result in field trips and guest speakers/events to benefit the academic, social and emotional needs of Pre-K students.
12. **Program Oversight and Fiscal Management:** The AGENCY must comply with all fiscal requirements including: creating an annual budget that will be submitted and approved by the PCSD, maintaining income and expense reports supported by detailed invoices, and any other financial and programmatic records that detail allocation of UPK/SUFDPK funds. The AGENCY will maintain a UPK/SUFDPK budget that is separate from all other funding sources. The AGENCY will have processes and systems in place to safeguard against supplanting funds. The PCSD will maintain separate budget codes for both UPK and SUFDPK funds.