

Request For Proposal for
UNIVERSAL PRE-KINDERGARTEN
PROGRAM

2025-2026

Chittenango Central School District
1732 Fyler Rd
Chittenango, NY 13037

Proposals must be submitted by:

Date: **MARCH 14, 2025**

Time: 3:00 PM

Attn: Scott Mahardy, Assistant Superintendent for Business

Location: Chittenango Central School District Office
1732 Fyler Road
Chittenango, NY 13037

Chittenango Central School District

PUBLIC NOTICE

REQUEST FOR PROPOSAL FOR UNIVERSAL PRE-KINDERGARTEN PROGRAM

Chittenango Central School District
1732 Fyler Rd
Chittenango, NY 13037

The Board of Education of the Chittenango Central School District invites sealed proposals for providing a **UNIVERSAL PRE-KINDERGARTEN PROGRAM FOR NINE (9) DISTRICT STUDENTS (FULL DAY) FOR THE 2025-2026 school year**. The Request for Proposal ("RFP") including forms for proposal, certifications, General Information and Conditions, and Specifications may be obtained from the Chittenango Central School District Office, 1732 Fyler Road, Chittenango, NY 13037.

In all cases, it must be understood that the General Information and Conditions and Specifications of the Chittenango Central School District shall apply. Proposals must be in sealed, opaque envelopes marked **"RFP – UNIVERSAL PRE-KINDERGARTEN PROGRAM"** and will be received until **3:00 p.m. on MARCH 14, 2025**, at the District Office. The Board of Education reserves the right to reject all proposals, to request clarifications or corrections to proposals received, to waive what it deems to be an informality in the RFP process, to waive what it deems to be technical defects, irregularities and/or omissions relating to a specific proposal, to negotiate any portion of the proposals received, to re-advertise and solicit additional proposals, or to cancel this RFP, if it is in the best interest of the District to do so.

Proposals will be evaluated by the Chittenango Central School District. Any aspects of the service not addressed by the General Information and Conditions or Specifications are left for the proposer to address. Alternatives to the General Information and Conditions, Specifications or additions to the Specifications are to be clearly identified by the proposer.

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General Information and Conditions

1. Proposals must be presented in a sealed, opaque envelope addressed as follows:

Chittenango Central School District
ATTN: Scott Mahardy, Asst. Supt. for Business
Chittenango Central School District
1732 Fyler Rd
Chittenango, NY 13037
Request for Proposal

UNIVERSAL PRE-KINDERGARTEN PROGRAM

2. Proposals will be received until **3 p.m.** on **MARCH 14, 2025**, at the Chittenango Central School District Office.
3. "Notice of Interest Form" (Appendix A) must be completed and returned to the address above by **MARCH 3, 2025**.
4. For questions on the Specifications, contact Scott Mahardy, Asst. Superintendent for Business, at **315-687-2857**.
5. The Chittenango Central School District (the "District") will not reimburse responding persons or entities for any expenses incurred in preparing, clarifying and/or negotiating proposals submitted in response to this request.
6. During the evaluation process, the Chittenango Central School 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 or to attend a meeting or interview as part of the evaluation process. Proposers will not be paid or reimbursed for any time spent or expenses incurred in making a presentation or attending any meeting or interview as part of the evaluation process.
7. The Chittenango Central School 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 indicates acceptance of the conditions contained in this Request for Proposal ("RFP"), unless clearly and specifically noted in the resulting contract between the District and the selected proposer(s).

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8. Proposals must include an original, including all pages, signed in **blue ink**. All proposals must be submitted on, and in accordance with the forms included in this document. The proposal sheets are not to be removed from the document.
9. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and numbers. In a case of discrepancy between the two, the amount written in words will govern. Prices and information required, except signature of the proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be handwritten in **blue ink**. Facsimile, printed, or typewritten signatures are not acceptable.
10. 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 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 **blue ink** with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature.
11. All information received in response to this RFP shall become the property of the District. All proposals may be made available upon request pursuant to the Freedom of Information Law ("FOIL") for public inspection, except to the extent that certain personally identifiable information may be redacted as an invasion of personal privacy, or the proposer has designated and the District concurs that certain information constitutes a trade secret or other proprietary information or data. If a proposer believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the District of this fact shall accompany the proposal and the information is to be identified wherever it appears. Identifying an entire proposal as proprietary is unacceptable and will result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.

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12. This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to contract for services. The District intends to award on the basis of the best interest and advantage to the District.

THE DISTRICT'S BOARD OF EDUCATION RESERVES THE RIGHT TO REQUEST CLARIFICATIONS OR CORRECTIONS TO PROPOSALS RECEIVED, TO ACCEPT OR REJECT ANY OR ALL PROPOSALS RECEIVED AS A RESULT OF THIS RFP, TO NEGOTIATE WITH ALL QUALIFIED PROPOSERS, TO WAIVE WHAT IT DEEMS TO BE AN INFORMALITY IN THE RFP PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND/OR OMISSIONS RELATING TO A SPECIFIC PROPOSAL, TO RE-ADVERTISE AND SOLICIT ADDITIONAL PROPOSALS, TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL FROM MORE THAN ONE PROPOSER OR TO CANCEL THIS RFP IN PART OR IN ITS ENTIRETY, AS IN THE BOARD OF EDUCATION'S JUDGEMENT IS IN THE BEST INTEREST OF THE DISTRICT.

The District may select the proposal which, in the District's sole discretion and with whatever modifications the District and the proposer may mutually agree upon. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the proposer(s) that is selected.

Before any proposals are awarded, at least one (1) site visit will occur with any district representation the Board of Education may require.

13. All proposals received after the time stated in the Public Notice, as modified by any Addenda, will not be considered. The proposer assumes the risk of any delay in the mail or by means of personal delivery, and the proposer assumes responsibility for having his/her proposal deposited on time at the place specified.
14. 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 to satisfactorily comply with the requirements of this RFP, which are included in the General Information and Conditions and the Specifications.

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15. To the extent the selected proposer needs to purchase supplies or contract with suppliers to fulfill its obligations under the resulting contract, the selected proposer will make commercially reasonable good faith efforts to utilize suppliers that are certified minority and women-owned business enterprises ("MWBEs"). To the extent subcontracting is needed and permitted by the District, the selected proposer will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs. The selected proposer shall retain documentation of these good faith efforts to be provided upon request to the District, New York State, and/or an agency or department of the United States government. Such commercially reasonable good faith efforts shall include but not be limited to (1) placing qualified small businesses, MWBEs on solicitation lists and assuring they are solicited whenever they are potential suppliers or subcontractors (if subcontracting is permitted by the District); (2) divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses, MWBEs; and (3) using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the U.S. Department of Commerce when seeking suppliers or subcontractors. Documentation of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) written explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) written explanation of the specific steps under-taken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
16. The selected proposer will be required to purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York, such insurance as will protect the selected proposer and the District from claims for which the selected proposer may be legally liable, whether such operations be by the selected proposer or by anyone directly or indirectly employed by any of the selected proposer, or by anyone for whose acts the selected proposer may be liable. The selected proposer(s) hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the selected proposer(s)'s insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the resulting contract.

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17. The policy naming the District as an additional insured shall:
 - a. Be issued by an A.M. Best A- rated insurer, authorized to conduct business in New York State; and
 - b. State that the proposer's coverage shall be primary and non-contributory coverage for the District, its Board of Education, officers, employees, and volunteers.
18. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with the District. The certificate must state what endorsement is being used and a copy of the endorsement shall be attached to the certificate of insurance. The certificate of insurance must describe the services provided by the selected proposer that are covered by the liability policies.
19. The selected proposer(s) agrees to indemnify the District for any applicable insurance policy deductibles or self-insured retentions.
20. Required Insurance for the selected proposer shall be the following unless otherwise authorized by the Board of Education or Assistant Superintendent for Business for good cause shown:
 - a. **Commercial General Liability**
\$1,000,000 per occurrence/\$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than \$1,000,000.
 - b. **Worker's Compensation and N.Y.S. Disability**
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits (DB-120.1) Insurance 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Workers' Compensation Insurance must file a CE-200 form with the state and provided a copy of such form to the District.
 - c. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/\$2,000,000 per aggregate for the professional acts of the selected proposer(s) performed under the resulting contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the resulting contract. Coverage shall remain in effect for two years following the completion of the professional acts of the selected proposer(s) performed under the resulting contract.
 - d. **Umbrella/Excess Insurance**
\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

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e. Automobile Liability

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

21. The selected proposer(s) acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of the resulting contract. The selected proposer(s) is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the District to object to the contents of the certificate of insurance(s) or the absence of same shall not be deemed a waiver of any rights held by the District. At the District's request, the selected proposer(s) shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the selected proposer(s) also will provide a copy of the policy endorsements and forms.
22. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The proposers understand and acknowledge that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.
23. This contract, if any, awarded as a result of this solicitation may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to the selected proposer for services rendered. The selected proposer will not incur any additional expenses upon receipt of the District's notification that the selected proposer's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the District must be completed by the selected proposer within thirty (30) days of the termination date. The contract awarded as a result of this solicitation may be terminated by the District in the event of a material breach by the selected proposer, upon three (3) days' written notice from the District. In the event of such termination, the District shall only pay the selected proposer for services provided prior to the termination in full compliance with the resulting contract and shall deduct from such sums (and if such sums are insufficient, the selected proposer shall pay to the District the additional sums required to compensate the District for) any costs and damages incurred by the District as a result of the material breach(es) of the resulting contract by the selected proposer, including but not limited to the increased costs incurred by the District to secure replacement services.

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24. **The District is soliciting the services of qualified firms or individuals to provide a UNIVERSAL PRE-KINDERGARTEN PROGRAM for 9 students in a full day four-year-old classroom** for the fiscal year ending JUNE 30, 2026, with the option to perform similar services for each of the two subsequent fiscal years. The resulting contract is subject to the annual review and recommendation of the **Superintendent of Schools for the Chittenango Central School District** and final award by the Board of Education. In no case shall the proposal be written to provide or be awarded for fiscal years after **JUNE 30, 2028**. These services are to be performed in accordance with the provisions contained in this RFP.
25. The selected proposer(s) may not engage subcontractors, hire others to perform all or part of the resulting contract, nor otherwise delegate the selected proposer(s)'s obligations to perform under the resulting contract without the express written consent of the District's Administration.
26. Proposers will provide, along with the completed proposal package, evidence demonstrating an ability to provide the requested services, including, a list of the school district(s) which they have served and a summary of their experience over the past three (3) years of successful completion of the services required herein.
27. Proposers will not be allowed to charge for federal, state, or municipal sales and excise taxes, since the district is exempt from such taxes. Exemption certificates, if required, will be furnished on forms provided by the proposer.
28. Data Security and Privacy. The selected proposer(s) understands that in performing the resulting contract he/she/it and its owners, operators, officers, directors, employees, agents and subcontractors may have access to confidential information in possession of the district, including, but not limited to personally identifiable data and/or information concerning students, employees, student families, and information regarding sensitive, confidential or internal District matters. The selected proposer(s) agrees the terms used shall have the same meanings as those found in New York Education Law Section 2-d(1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined in the resulting contract. For purposes of the resulting contract, the selected proposer(s) agrees that the definition of Confidential Information includes all documentary, electronic and oral information made known to the selected proposer(s) and its owners, operators, officers, directors, employees, agents and subcontractors

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through any activity related to the resulting contract and such Confidential Information shall not be disclosed to any third-party without the express prior written permission of the District. The selected proposer(s) understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of the resulting contract and the Data Security and Privacy Plan that will be an Addendum to and attached to the resulting contract. The selected proposer(s) agrees that if he/she/it receives a subpoena to divulge Confidential Information, he/she/it shall notify the District prior to divulging the same. The selected proposer(s) understand and acknowledge that the parents and/or guardians of students attending the District have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by the selected proposer(s). The selected proposer(s) further agrees that the terms and conditions set forth in this paragraph and all of its subparts shall survive the expiration and/or termination of the resulting contract.

29. By submitting a proposal, each proposer understands and agrees that, if selected, it will be responsible for complying with all applicable Federal, State, and local statutes, rules, and ordinances including but not limited to the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education Law (which concerns privacy and security of students, teacher and principal data). In addition, the selected proposer must adhere to all requirements and protocols as established by the District and the State Education Department of New York applicable to the services to be provided.
 - a. The selected proposer shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, by filing the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining a federal contract, grant or any other award covered by 31 U.S.C. § 1352. In addition, in compliance with the Byrd Anti-Lobbying Amendment, the selected proposer must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

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- b. The selected proposer must comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The selected proposer shall agree to fully indemnify, protect, defend, and hold harmless the District, its Board of Education, officers, agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any alleged violation of the provisions of said laws in connection with the services to be performed under the resulting contract.

SPECIFICATIONS

Chittenango Central School District is seeking the services of providing a **UNIVERSAL PRE-KINDERGARTEN PROGRAM FULL DAY for nine (9) district students at the rate of \$6760.00 per student.**

1. SCOPE OF WORK:

Proposers shall provide Universal Pre- Kindergarten program services. Proposers shall provide the following services at no additional charge unless otherwise indicated, consisting of but not limited to, the following:

- a. The DISTRICT will assign up to nine (9) four-year old children to the AGENCY during the 2025-26 school year. The PROPOSER agrees to provide a developmentally-appropriate program for these youngsters in accordance with NYSED's "*Pre-K to Third Grade Curriculum*", "*Play - Understanding the Value of Play from Birth Through Third Grade*" and "*Resource Guides for School Success in Early Learning*" as well as the guidelines and early childhood standards established by the DISTRICT, by the National Association for the Education of Young Children, and The Office of Children and Family Services. All classes must have a licensed early childhood teacher and a teaching assistant. If uncertified, teachers must meet the minimum qualifications of their licensing agency. Additionally, uncertified teachers must be supervised by an **On-Site** director who **is certified**, your proposal must contain a 5-year written plan to obtain proper certifications.

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- b. The PROPOSER agrees to provide six and one-half (6.5) hours per day, five days per week UPK programming for the District's nine (9) four-year-old students (children born in 2020) for 180 days during the 2024-2025 school year.
- c. The PROPOSER agrees to provide a program for these four-year-olds aligned with all Chittenango Central School District policies and will meet the requirements of the Quality Assurance Protocol as outlined in Appendix A.
- d. The PROPOSER will follow all the regulations and policies regarding UPK registration and enrollment. The PROPOSER shall provide a completed Universal Pre-K application form plus the following proof of residency information to Melissa Stanek, Elementary Principal at Bridgeport Elementary School, who will serve as the District Administrator of the Pre-Kindergarten Program. This information for each child should be mailed to Melissa Stanek at Bridgeport Elementary School, 9076 North Road, Bridgeport, NY 13030.

PROOF OF RESIDENCY WILL CONSIST OF:

TWO PROOFS OF ADDRESS:

- For Homeowners:

Signed Closing Statement or a deed AND a recent utility bill (Con Edison or Telephone).
- For Renters:

A lease signed by both parties AND a recent utility bill (NYSEG or Telephone). If a lease is not available a Landlord's Affidavit for Renters must be completed and returned with a rent receipt from the Landlord.
- When Parent(s) & Student(s) live with a friend or family member:

A Residency Affidavit is required AND two additional documents verifying the residency of the friend or family member: A recent utility bill (Electric, gas, or Telephone) AND a lease signed by both parties or a signed closing statement or deed.

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- e. The PROPOSER agrees that the DISTRICT'S Administrator of the Pre-Kindergarten Program (or her designee) will monitor this agreement and provide oversight of the AGENCY'S program and support services. This includes unannounced access for DISTRICT administrators to the site at all times when the program is in operation. During the course of the year, District staff members will be making periodic visits to each facility to ensure that the program is conducted in a developmentally appropriate way, provides rich academic experiences for the student, and complies with the standards for a preschool program established by the state. The DISTRICT will oversee the PROPOSER'S program in the implementation of the requirements of NYSED through a quarterly Quality Assurance review.
- f. The PROPOSER agrees to attend at least two leadership meetings with the District Administration annually.
- g. The PROPOSER agrees to have all instructional staff attend pertinent District staff development opportunities when they are offered.
- h. The PROPOSER agrees to keep daily attendance records and to provide them weekly to the District's attendance designee.
- i. The DISTRICT will assist, if necessary, with the outreach to find children who are currently not being served by UPK programming within the Chittenango Central School District catchment area.

All services shall be provided in strict compliance with law.

2. GENERAL REQUIREMENTS

- a. Inquiries concerning the RFP and the subject of the request for proposals must be made to:

**Melissa Stanek, Principal
Bridgeport Elementary School
9076 North Road
Bridgeport, NY 13030
(315) 687-2280**

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b. Firm / Individual Qualifications and Experience

1. Provide affirmative statement that the firm/individual is independent of the District.
2. State the name(s) of the individual(s) to be assigned to the District provide brief resumes and related project experience.
3. Provide a listing of references for school districts or other entities for which **UNIVERSAL PRE-KINDERGARTEN PROGRAM** services were rendered within the past three years.

c. Proposer Information

The following will be required in an overview as part of the proposer's proposal:

1. Proposer name, size, and stability.
2. Provide the name and title of person(s) submitting the proposal, the proposer's main office address, and primary and secondary points of contact and their telephone and fax numbers, including area code, and an email address.
3. Brief (one or two paragraphs) description of the proposer's business, its history, and future plans.
4. Provide copies of all applicable licenses and/or registrations held by the proposer and/or its owners, directors, officers, and/or employees.
5. Indicate number of years in business and experience in providing **UNIVERSAL PRE-KINDERGARTEN PROGRAM** services for school districts.

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- d. Administration and Staff Qualifications and Experience: **As per UPK State Guidelines**

Class size: The maximum class size for a prekindergarten class is 20 children. For classes of up to 18 students, there must be one teacher and one paraprofessional assigned to each class. For classes of 19 or 20 students, there must be one teacher and two paraprofessionals assigned to each class.

Staff qualifications:

- (1) Prekindergarten teachers providing instruction through the District's UPK program shall possess:
 - (A) A teaching license or certificate valid for service in the early childhood grades pursuant to Part 80 of this Title; or
 - (B) A teaching license or certificate for students with disabilities valid for service in early childhood grades pursuant to Part 80 of this Title
- (2) A Prekindergarten Teaching Assistant providing instructional support in a prekindergarten classroom shall meet the qualifications pursuant to Part 80 of this Title.
- (3) A teacher aide providing support in a prekindergarten classroom shall meet the requirements prescribed by the local board of education.
- (4) Any staff member who will have direct contact with students or will be providing services to students for 5 or more days is required to have NYSED fingerprinting and background clearances. **Please refer to Appendix 8 for instructions.**
- (5) Provide a description of your stability of staff, turnover rate, and ability to fill vacancies promptly.

Staffing Patterns:

Please provide the following information as part of your proposal:

- a. What is your child to staff ratio for 4-year-olds?
- b. What was your class size for 4-year-olds?
- c. Do you use volunteers or college student's placements as part of an educational preparation program, etc., in your 4-year-old classes?

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Program Requirements:

The curriculum used in the District-funded UPK classroom will be the Teaching Strategies Creative Curriculum, 6th Edition. The District must have the assurance from the PROPOSER that they will faithfully use this curriculum prior to the awarding of a contract.

Please provide the following additional information:

1. Do you presently collaborate with any other agencies to provide programming for 4-year-olds? If so, describe briefly.
2. Universal Pre-K guidelines require that all children be served a healthy snack and meal for full day children during the program.
What snacks do you currently offer children? How is lunch provided?
Please include a sample monthly lunch menu.
3. How does your center accommodate preschoolers with disabilities?
Please be specific.
4. How does your center address the linguistic needs of English Language Learners? Please be specific.
5. How do you provide professional development to your staff? Please be specific.
6. How does your daily schedule allow for a balance of intentionally planned active and quiet play; indoor and outdoor gross motor activities; and individual and small group activities? Please note: approximately one-third of the daily schedule should be designated for children to engage in self-initiated activities?
7. How do your instructional materials and equipment are or will be arranged in learning centers that promote a balance of individual and small group activities?
8. How will the curriculum ensure transition/continuity with the district's Prekindergarten to Grade 3 curriculum?

Facility Information:

Please provide the following as part of your proposal:

1. What is the average square foot of each of the classrooms used for UPK in your facility?
2. Do you have indoor gross motor space? If yes, please describe the space and the equipment that is available for the children's use.

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3. Do you have outdoor gross motor space? If yes, please describe the space and the equipment that is available for the children's use.
4. What are the fire drill, lock-down and lock-out procedures followed by the staff and children in your center? How is that determined and documented?

3. PROPOSED BUDGET

Please provide a detailed budget to provide UPK programming to the District's nine (9) four-year-old students. The allocation per child to be provided to the successful proposer is six thousand seven hundred and sixty dollars **(\$6,760.00.)** per student.

Classes must have a 9:1 adult: child ratio or lower, teachers must have NYS Certification in early childhood (B-2), N-6, or Students with Disabilities. Teaching Assistants must have a NYS Teaching Assistant Certification or higher.

DETAILED EXPENDITURES:

Please note: Parents cannot be charged a fee for participation in the Universal Pre- Kindergarten Program. Costs may be detailed on a separate sheet if necessary.

- Professional Salaries: _____
- Support Staff Salaries: _____
- Purchased Services: _____
- Supplies & Materials: _____
- Travel Expenses: _____
- Employee Benefits: _____
- Indirect Costs: _____
- Equipment: _____

Describe proposed Universal Pre-Kindergarten Program expenditures.

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

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4. ENROLLMENT

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. In addition, if an agency is reimbursed by an outside funding source (e.g., State, Federal and or foundation funds) for a child, it cannot also accept Universal Pre-Kindergarten funding for the portion of the day already being subsidized.

1. What does your agency charge parents for a full day, five day a week program?
2. Would you be able to expand the number of slots available for the program to include more 4-year-olds than the nine (9) students contained within this RFP, if the enrollment is higher than expected?
3. If yes, how many more 4-year-olds could you accommodate?
4. Would you need to add additional 4-year-old classrooms, and how many?

5. DESCRIPTION OF THE DISTRICT

a. Contact Persons

The selected proposer(s)'s primary contact with the Chittenango Central School District will be Melissa Stanek, Principal at Bridgeport Elementary School, who will co-coordinate the assistance to be provided by the District to the selected proposer(s), if any. Melissa can be contacted at (315) 687-2280.

b. Background Information

The Chittenango Central School District is in Chittenango, located in Madison County, New York. The District is 15 miles east of Syracuse, NY. The District encompasses approximately 80 square miles, primarily in the Town of Sullivan. The Chittenango School Community has approximately 15,000 residents and serves 1925 students. The District has two elementary schools: Bolivar Rd. Elementary School (Grades K-4) has 453 students, and Bridgeport Elementary School (Grades K-4) has 225 students. The District's elementary program is committed to child-centered education, heterogeneous grouping, integrated language arts, constructivist mathematics and multi-disciplinary instruction. Aggressive mainstreaming of special education students, partnerships with

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community resources, and team and collaborative planning for instruction are also vital elements of the elementary program. Art, music, library, and physical education are integral aspects of the program. Elementary class size averages approximately 21. More information about the Chittenango Central School District can be found by reviewing the District's website: chittenangoschools.org.

6. PROPOSAL TIMELINE

The following is a list of the anticipated dates for the District's actions with respect to this RFP:

Request for proposal issued:	January 31, 2025
Notice of Interest Form Due:	March 1, 2025
Submission date for proposals:	March 14, 2025
Contract date:	July 2025
*All dates are tentative	

7. EVALUATION OF PROPOSALS

The District will evaluate the responses based upon the information supplied by the proposer. Criteria for evaluations will include:

	Category	Weight
1	Previous experience of the proposer with UPK programs.	30
2	Experience and qualifications of the professional staff assigned to the program.	30
3	Quality of proposed comprehensive UPK program aligned to District curriculum, assessments and philosophy	30
4	Submission of cost-effective budget.	10

From the proposals received, the District may select a short list. The short list of proposers may be requested to attend an interview or meeting with the selection committee.

The undersigned acknowledges that there will be no cost to the District pertaining to the submission of its proposal or attending any meeting or interview. The District has the right to reject any and all proposals if, in its opinion, the best interest of the District will thereby be promoted.

Chittenango Central School District

RFP Appendices & Forms

Chittenango Central School District

Appendix A

Chittenango Central School District UPK Policies and Procedures

1. Facility Quality: The AGENCY will provide a facility that is well maintained, clean and safe. There will be adequate space for outdoor play with appropriately maintained equipment. The bathrooms will be immediately accessible and barrier free. The classrooms will be arranged into learning areas/centers and allow for the safe movement and activity for the number of children enrolled. Inspections will be made regularly by the District and 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 and assessments will be selected by the Chittenango Central School District.
3. Screening and Assessment: The AGENCY will administer a district-selected 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 CPSE referral is appropriate and to identify if additional supports are necessary. In addition, The AGENCY will administer a district-selected curriculum-based assessment three times per school year-specifically in the Fall, Winter and Spring, using assessment instruments that have been selected by the District and approved by NYS.
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 input to identify children who may require a referral to the Committee for Pre School Special Education. The AGENCY will work with parents and the Chittenango Central School District to make referrals for testing and services.

Chittenango Central School District

6. Inclusion, instruction, and Support of English Language Learners: The AGENCY will support diversity, parent involvement and the retention/promotion of a student's home language as he/she progresses toward English learning. As much as is practicable, the AGENCY will provide oral and written communication to parents/families in their preferred language. The AGENCY will provide opportunities for students' literacy development in the home language, while also promoting acquisition of English in an inclusive classroom setting. The AGENCY will ensure that the developmental and social emotional screening processes, and the provision of special services for students, are inclusive and respectful of their language and culture.
7. Staffing: All AGENCY UPK teachers must possess a teaching license or certificate valid for services in the early childhood grades and/or Students with Disabilities. Melissa Stanek, Elementary Principal at Bridgeport Elementary School in the Chittenango Central School District, will serve as the PreK Program's Education Director. The AGENCY will work cooperatively and collegially with the Program's Education Director to ensure the continuity and quality of programming across the two sites. The Education Director will be responsible for program implementation. 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. If the staff are uncertified, a five-year plan must be submitted by the AGENCY to obtain proper certifications.
8. **Professional Development:** To ensure continuity from Pre-K to grades K-3, all AGENCY UPK teachers and staff will be required to attend relevant grades K-3 professional development activities. The Chittenango Central School District will provide at least 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 providing this information to the Education Director.
9. **Family Engagement and Support:** The AGENCY will provide parents with opportunities to gain an understanding of the District's UPK 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 healthy lunch for each student. Meals will be served "family style". Teaching staff will sit with and actively interact with children during mealtimes. 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 will participate on a Health Services Advisory Committee that will take place twice per year, and will disseminate pertinent information to the appropriate PreK staff.
11. **Partnerships with Community, Non-profit, and Educational Institutions:** Efforts will be made to form partnerships with various community/non-profit organizations and educational institutions that will result in field trips and guest speakers/events to benefit the academic, social, and emotional needs of Pre-K students.

Chittenango Central School District

- 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 Chittenango Central School District, maintaining income and expense reports supported by detailed invoices, and any other financial and programmatic records that detail allocation of UPK funds. The AGENCY will maintain a UPK budget that is separate from all other funding sources. The AGENCY will have processes and systems in place to safeguard against supplanting funds. The Chittenango Central School District will maintain separate budget codes for each of the two different funding sources for the provision of PreK services in the district.

Chittenango Central School District

Appendix 1

NOTICE OF INTEREST

Request for Proposal ("RFP") – **UNIVERSAL PRE-KINDERGARTEN PROGRAM**

Please complete and return this confirmation by **March 3, 2025** to:

Melissa Stanek
Preschool Programs Coordinator
9076 North Road
Bridgeport, New York 13030
Fax: 315-687-2280
E-Mail: mstanek@chittenangoschools.org

Failure to return this form may result in no further communication or addenda distribution regarding this RFP.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

E-Mail Address: _____

I have received a copy of the above noted proposal.

_____ We will be submitting a proposal.

_____ We will not be submitting a proposal.

If you are responding that you are not submitting a proposal, please explain:

Chittenango Central School District

APPENDIX 2

AFFIDAVIT

THIS FORM MUST BE SIGNED AND NOTARIZED

_____, being duly sworn, deposes and says,

that as an Owner/operator of: _____:

I hereby represent to the Chittenango Central School District that (check any that apply)

_____ (A) The criminal history check will reveal that the owners/officers of this corporation have no criminal history.

_____ (B) The criminal history check will indicate that any of the owners/officers have been convicted of a misdemeanor or felony that was not expunged or sealed.

_____ (C) The corporation and or officers/owners have not had any lawsuits filed against them

_____ (D) The corporation and or officers/owners have pending lawsuits filed against them

If B is checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) of conviction(s); for what misdemeanor(s) or felony(ies) the owners/officers were convicted; the jurisdiction(s) by which the owners/officers were convicted (attach additional sheets, if needed).

Chittenango Central School District

If either or both of C and D are checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) the lawsuit(s) was filed; the reason for the lawsuit(s); the jurisdiction(s) where the lawsuit(s) was filed and the outcome(s) of the lawsuit(s) (attach additional sheets if needed).

Chittenango Central School District

I understand that my completion and submission of this Affidavit is just one part of the proposal process. I certify that my statements in this Affidavit and in any explanatory enclosures are, to the best of my knowledge and belief, true and correct, and that any omission and/or misstatement of any material fact(s) may cause the District to: (A) reject the submission of this proposal, (B) revoke any award of contract from the Board of Education; and/or (C) terminate the resulting contract and any fees pending.

Subscribed and sworn to before me

this____day of_____, ____

(Person, Firm, or Corporation)

(Notary Public

(Authorized Signature)

Chittenango Central School District

APPENDIX 3

CONFLICT OF INTEREST CERTIFICATION

THIS FORM MUST BE SIGNED AND NOTARIZED

Name of Proposer _____

Business Address _____

Telephone Number _____ Date of Proposal _____

The proposer above mentioned declares and certifies:

- First That the said proposer is of lawful age and the only one interested in this proposal, and that no one other than said proposer has any interest herein.
- Second That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- Third That no member of the Board of Education of the Chittenango Central School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- Fourth That said proposer has carefully examined the instructions, General Information and Conditions, Appendices, and Specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.

Chittenango Central School District

- Fifth That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.
- Sixth The following non-collusive proposal certification applies to this proposal.

Subscribed and sworn to before me

this____day of_____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Chittenango Central School District

APPENDIX 4

NON-COLLUSIVE PROPOSAL CERTIFICATION

THIS FORM MUST BE SIGNED AND NOTARIZED

Pursuant to Section 103-D of New York State General Municipal Law, every proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive proposals are 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:

a) 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 knowledge and belief:

1) 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 proposer or with any competitor, or potential competitor.

2) Unless otherwise required by law, the prices which have been quoted on 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 or potential competitor, and

3) 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.

b) Any proposal made by a corporate proposer 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 including therein of the certificate as to non-collusion as the act and deed of the corporation.

Chittenango Central School District

Furthermore, that the proposer is legally competent and authorized to submit a proposal; that said proposer has carefully examined the instructions, General Information and Conditions, Appendices and Specifications and if successful will furnish and deliver, at the prices proposed and within the time stipulated, all the materials, supplies, apparatus, goods, service and labor for which this proposal is made; that in the event of the failure of the undersigned proposer to perform the services contained in the proposal the Board of Education of the Cazenovia Central School District may terminate the resulting contract as set forth in the General Information and Conditions of the Request for Proposal; that the proposer agrees to comply with applicable New York State labor laws and other applicable state and federal laws.

Subscribed and sworn to before me

this _____ day of _____, _____
(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Commission Expires _____

Chittenango Central School District

APPENDIX 5

HOLD HARMLESS AGREEMENT

THIS FORM MUST BE SIGNED AND NOTARIZED

It is hereby agreed and understood that the proposer agrees to hold harmless and indemnify the Chittenango Central School District, its Board of Education, officers, agents, servants, and employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

Any injury to person or property sustained by the proposer, its owners, operators, officers, directors, agents, servants, or employees, or any person, firm, or corporation employed directly or indirectly by the proposer upon or in connection with the performance of the resulting contract.

However caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the selected proposer, its owners, operators, officers, directors, agents, servants or employees or any person, firm, or corporation, directly or indirectly employed by the proposer upon or in connection with performance under the resulting contract.

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

The proposer at its own expense and risk shall defend any such legal proceedings that may be brought against the District, its Board of Education, officers, agents, servants, and/or employees on any claim or demand, and shall satisfy any judgment that may be rendered against the District, its Board of Education, or any officers, agents, servants, or employees.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that proposer 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 proposer.

Chittenango Central School District

Subscribed and sworn to before me

this ____ day of _____, ____ _____
(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Chittenango Central School District

APPENDIX 6

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING
CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and
says that _____
(Name of Individual Signing this Certification)

I am the _____ of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the above-named proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this

____ day of _____, _____

Notary Public

Commission Expires: _____

Chittenango Central School District

APPENDIX 7 PROPOSER WARRANTIES

Proposer warrants that it is willing and able to comply with all laws and regulations of the State of New York. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy for at least the amount of coverage required in the attached Request for Proposal ("RFP") for the willful or negligent acts, or omissions of any of its owners, operators, directors, officers, employees or agents.

- A. Proposer warrants that it will not delegate or subcontract its responsibilities under the contract resulting from the attached RFP without the express prior written permission of the Chittenango Central School District.
- B. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- C. Proposer warrants he/she/it has read and understands all General Information and Conditions, Appendices, Specifications, terms and conditions and requirements of the attached RFP.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Chittenango Central School District

Appendix 8

FINGERPRINTING AND BACKGROUND CHECKS

Commissioner of Education regulations require prospective school employees and service providers to obtain fingerprinting/background clearance from NYSED if:

- o The Service Provider will have direct contact with students
- o The Service Provider will be providing services on more than 5 days

For the services sought in this Request for Proposals, the SERVICE PROVIDER agrees and understands that all individuals providing services must be cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation prior to providing services to the Chittenango Central School District. In the event that the SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, the Chittenango Central School District shall have the right to immediately terminate this Agreement and the SERVICE PROVIDER shall be responsible for and **pay to the Chittenango Central School District any costs and damages incurred by the District as a result of this material breach of the Agreement by the SERVICE PROVIDER, including but not limited to the increased costs incurred by the District to secure replacement services.**

If you have any questions regarding fingerprinting and background clearances, please refer to the NYSED webpage. You can access the NYSED webpage by the following link: <http://www.nysed.gov/educator-integrity/fingerprint-process>

To allow the Chittenango Central School District to check for NYSED clearances of your employees who will be providing the UPK services, the following form must be completed and submitted with your proposal. Any of your listed employees, who do not have NYSED clearances, will be required to undergo a fingerprint criminal background check by NYSED. Service Provider will be responsible for all costs associated with the fingerprint criminal background checks by NYSED and obtaining clearance from NYSED for the provision of services to Chittenango Central School District.

Chittenango Central School District

APPENDIX 8 (CONTINUED)

UNIVERSAL PRE-KINDERGARTEN PROGRAM

NYSED CLEARANCES

Name of Service Provider: _____

Authorized Individual: _____

List the name and social security number of each employee who will have direct contact with any UPK student serviced by you so the Chittenango Central School District may check to see if such employees have clearance from NYSED. If you have any questions regarding the NYSED clearance process, you may speak directly with Human Resources at 914-422-2356.

[illegible]

Chittenango Central School District

Appendix 9

Sample Agreement for Professional Services

SAMPLE UPDATED: 11-15-2022

2025-2026 CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____ by and between Chittenango Central School District (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 1732 Fyler Road, Chittenango, NY, and _____ (hereinafter referred to as "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at _____

WITNESSETH:

WHEREAS SCHOOL DISTRICT is in need of _____ services;

WHEREAS SERVICE PROVIDER is in the business of providing services in the area of _____;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period of July 1, 2024, to June 30, 2025, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide _____ services. SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:

SERVICE PROVIDER represents that it has the requisite knowledge and skills to provide all such services. SERVICE PROVIDER recognizes that this Agreement does not grant SERVICE PROVIDER the exclusive right to perform the above-described services for SCHOOL DISTRICT and that SCHOOL DISTRICT may enter into agreements with other providers for the same or similar services.

All services shall be provided in strict compliance with law, in compliance with the terms and conditions of the Request for Quotes ("RFQ") or Request for Proposals ("RFP") issued by SCHOOL DISTRICT, which is attached hereto as Exhibit "A", and in compliance with the description provided in SERVICE PROVIDER's proposal dated _____, which is attached hereto as Exhibit "B". In the event of a conflict or inconsistency between this Agreement, the RFQ/RFP and/or SERVICE PROVIDER's proposal, the terms and conditions of this Agreement shall supersede and control over the RFQ/RFP and proposal and the terms and conditions of the RFQ/RFP shall supersede and control over the proposal.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER: _____ up to a sum not to exceed _____. The parties understand and agree that the SCHOOL DISTRICT will not pay for services unless and until such services are provided.

SCHOOL DISTRICT has not guaranteed, promised or represented that it will utilize any minimum amount of the services to be performed by SERVICE PROVIDER under this Agreement. SERVICE PROVIDER waives any claims to lost or anticipated profits based on SCHOOL DISTRICT's failure to utilize SERVICE PROVIDER's services to the full amount authorized to be expended under this Agreement.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include types of services rendered and fees payable. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any

claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **PRINCIPAL CONTACT PERSON:** The principal contact person of SCHOOL DISTRICT shall be _____ and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person. SCHOOL DISTRICT will provide SERVICE PROVIDER with an email address to facilitate electronic communication between it and SERVICE PROVIDER. Any information transmitted in this fashion is subject to the Data Security and Privacy Plan provisions set forth in paragraph 14 of this Agreement.

8. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records of SERVICE PROVIDER as they pertain to the services to be provided pursuant to this Agreement.

10. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including but not limited to the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education Law (which concerns privacy and security of students, teacher and principal data). SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder.

- a. SERVICE PROVIDER shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, by filing the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining a federal contract, grant or any other award

covered by 31 U.S.C. § 1352. In addition, in compliance with the Byrd Anti- Lobbying Amendment, SERVICE PROVIDER must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

11. **FINGERPRINTING AND BACKGROUND CHECKS:** If the below box requiring fingerprinting and background checks is checked, SERVICE PROVIDER agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT and attached to this Agreement as Exhibit D. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate this Agreement and SERVICE PROVIDER shall be responsible for and **pay to SCHOOL DISTRICT any costs and damages incurred by SCHOOL DISTRICT as a result of this material breach of the Agreement by SERVICE PROVIDER, including but not limited to the increased costs incurred by SCHOOL DISTRICT to secure replacement services.**

- ☐ Fingerprinting/Background Check Required
 - o Service Provider will have direct contact with students
 - o Service Provider will be providing services on more than 5 days
- ☐ Fingerprinting/Background Check **NOT** Required
 - o Service Provider will not have direct contact with students
 - o Service Provider will be providing services 5 days or less
 - o Service Provider is exempt

12. Basis of Exemption: _____ **SCHOOL**

GROUND & RULES: It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

13. **TERMINATION NOTICE:**

- a. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. **This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER. In the event of such termination, SCHOOL DISTRICT shall only pay SERVICE PROVIDER for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are**

insufficient, SERVICE PROVIDER shall pay to SCHOOL DISTRICT the additional sums required to compensate SCHOOL DISTRICT for) any costs and damages incurred by the SCHOOL DISTRICT as a result of the material breach(es) of this Agreement by SERVICE PROVIDER, including but not limited to the increased costs incurred by SCHOOL DISTRICT to secure replacement services.

14. **DATA SECURITY AND PRIVACY:** SERVICE PROVIDER agrees that the terms used in this provision of the Agreement shall have the same meanings as those found in New York Education Law Section 2-d (1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined herein. For purposes of this Agreement, SERVICE PROVIDER agrees that all documentary, electronic and oral information and data made known to SERVICE PROVIDER and/or, its owners, operators, officers, directors, employees, subcontractors and/or agents through any activity related to this Agreement is deemed Confidential Information and such Confidential Information shall not be disclosed to any third-party without the express prior written permission of SCHOOL DISTRICT. SERVICE PROVIDER understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Agreement and the Data Security and Privacy Plan attached hereto as Exhibit C. The SERVICE PROVIDER agrees that if SERVICE PROVIDER receives a subpoena to divulge Confidential Information, SERVICE PROVIDER shall notify the SCHOOL DISTRICT prior to divulging the same. The parties further agree that the terms and conditions set forth in this paragraph shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, in accordance with Section 2- d of New York State Education Law the parties have agreed upon and incorporate herein by reference the "White Plains Public Schools NYS Education Law 2-d Data Security and Privacy Plan Addendum with Parents' Bill of Rights," which comprises Exhibit C to this Agreement

15. NON-EXCLUSION FROM PROGRAM PARTICIPATION:

- a. SERVICE PROVIDER represents and warrants that it, its employees, subcontracts and/or its agents are not excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.
- b. In the event SERVICE PROVIDER or any of its employees, subcontractors or agents providing services to SCHOOL DISTRICT under this Agreement is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this Agreement, SERVICE PROVIDER will notify the SCHOOL DISTRICT in writing within three (3) business days after such event. Upon the occurrence of such event, whether or not such notice is given, the SCHOOL DISTRICT reserves the right to immediately terminate this Agreement.
- c. Any employee, subcontractors or agent of SERVICE PROVIDER found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

16. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach

of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of SCHOOL DISTRICT, its employees, students or administrators by SERVICE PROVIDER, SERVICE PROVIDER must promptly reimburse SCHOOL DISTRICT for the full cost of any notifications SCHOOL DISTRICT is required to make as a result of the breach or unauthorized release.

17. **INSURANCE PROVISION:** SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by SERVICE PROVIDER, or by anyone for whose acts SERVICE PROVIDER may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming SCHOOL DISTRICT as an additional insured shall:

- a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.
- b. Contain a provision that provides SCHOOL DISTRICT with 30-day prior written notice of the cancellation of any of SERVICE PROVIDER's policies.
- c. State that the SERVICE PROVIDER's coverage shall be primary and non- contributory coverage for SCHOOL DISTRICT, its Board of Education, officers, employees and volunteers.
- d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by SERVICE PROVIDER that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all service providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability

\$1,000,000 per occurrence/\$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than \$1,000,000.

Worker's Compensation and N.Y.S. Disability

Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits (DB-120.1) Insurance 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance.

A person claiming an exemption from Worker' Compensation Insurance must file a CE- 200 form with the state and provide a copy of such form to the School District.

Professional Errors and Omissions Insurance

\$2,000,000 per occurrence/\$2,000,000 per aggregate for the professional acts of the SERVICE PROVIDER performed under this Agreement for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the professional acts of the SERVICE PROVIDER performed under this Agreement.

Umbrella/Excess Insurance

\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

Automobile Liability

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

In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible or self-insured retention, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.

SERVICE PROVIDER shall provide SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the SCHOOL DISTRICT's request, the SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the SCHOOL DISTRICT's request, the SERVICE PROVIDER also will provide a copy of the policy endorsements and forms. The failure of the SCHOOL DISTRICT to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the SCHOOL DISTRICT. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The SERVICE PROVIDER understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the SCHOOL DISTRICT but also the NYSIR, as the SCHOOL DISTRICT's insurer.

18. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address for written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) business days after mailing. Notice shall be delivered or mailed to: **NAME OF PROVIDER ADDRESS CITY/STATE/ZIP CODE**

**Chittenango Central School District
1732 Fyler Road
Chittenango, New York 13037
Attention: Superintendent of Schools**

19. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

20. **DISCRIMINATION:**

- a. Services provided pursuant to this Agreement shall be provided without regard to a student's actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.
- b. In hiring of employees for the performance of the services required by this Agreement, SERVICE PROVIDER shall not discriminate against any person who is qualified and available to perform such services by reason of such person's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. All solicitations or advancements for employees placed by or on behalf of SERVICE PROVIDER will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin.
- c. SERVICE PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such employee's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. SERVICE PROVIDER will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the

employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with SERVICE PROVIDER's legal duty to furnish information.

- e. SERVICE PROVIDER will send to each labor union or representative of workers with which SERVICE PROVIDER has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the SERVICE PROVIDER's commitments under Section 202 of Executive Order No. 11246 of the President of the United States of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. SERVICE PROVIDER will comply with all provisions of Executive Order No. 11246 of the President of the United States of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
- g. SERVICE PROVIDER will furnish all information and reports required by Executive Order No. 11246 of the President of the United States of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and will permit access to SERVICE PROVIDER's books, records, and accounts by the SCHOOL DISTRICT and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. SERVICE PROVIDER's noncompliance with the nondiscrimination clauses of this Agreement may cause this Agreement to be cancelled, terminated, or suspended in whole or in part and SERVICE PROVIDER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of President of the United States of September. 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order No. 11246 of President of the United States of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.
- i. SERVICE PROVIDER will include the provisions of sub-paragraphs (a) through (h) of this Paragraph "20" in every subcontract or purchase order issued with respect to this Agreement unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of President of the United States of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SERVICE PROVIDER will take such action with respect to any subcontract or purchase order as may be directed by the United States Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that

in the event SERVICE PROVIDER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

21. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:** To the extent SERVICE PROVIDER needs to purchase supplies or contract with suppliers to fulfil its obligations under this Agreement, it will make commercially reasonable good faith efforts to utilize suppliers that are certified minority and women-owned business enterprises ("MWBEs"). To the extent subcontracting is needed and permitted by the SCHOOL DISTRICT, SERVICE PROVIDER will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs. SERVICE PROVIDER shall retain documentation of these good faith efforts to be provided upon request to the SCHOOL DISTRICT, New York State, and/or an agency or department of the United States government. Such commercially reasonable good faith efforts shall include but not be limited to (1) placing qualified small businesses and MWBEs on solicitations lists and assuring they are solicited whenever they are potential suppliers or subcontractors (if subcontracting is permitted by the SCHOOL DISTRICT); (2) divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses and MWBEs; and (3) using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the U.S. Department of Commerce when seeking suppliers or subcontractors. Documentation of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) written explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) written explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

22. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in a court of competent jurisdiction in the County of Westchester in the State of New York.

23. **SEXUAL HARASSMENT:** Federal and state laws and the policies of the SCHOOL DISTRICT prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for SCHOOL DISTRICT employees or students. SERVICE PROVIDER shall exercise control over its employees, agents, and consultants so as to prohibit acts of sexual harassment of SCHOOL DISTRICT employees or students. In the event the SCHOOL DISTRICT, in its reasonable judgment, determines that SERVICE PROVIDER, its employees, agents and/or consultants have committed an act of sexual harassment, upon notice from the SCHOOL DISTRICT, SERVICE PROVIDER shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

24. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term,

provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

25. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

26. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

27. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any agreement (whether oral or written) in conflict with this Agreement.

28. **AMENDMENT:** This Agreement may be amended only in a writing that is signed by both parties. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

29. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

30. **COOPERATION IN THE EVENT OF LITIGATION:** In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the SCHOOL DISTRICT, at its own cost and expense, SERVICE PROVIDER shall provide the SCHOOL DISTRICT

31. If either party to this Agreement is compelled to cease performance of its obligations because of: (1) the passage after the term of this agreement commences any laws or regulations; (ii) any legal or administrative proceedings or order or directive of any government or governmental agency, court, or administrative agency having competent jurisdiction, including, but not limited to the President of the United States, the Governor of New York State, the New York State Department of Health, the New York State Education Department, the local County Executive(s), the local County Health Department(s) or any Feral or State agency, department or official of competent jurisdiction; (iii) epidemic or pandemic; (iv) fire; (v) explosion; (vi) war or act of terrorism, or (vii) natural disaster, including but not limited to earthquake, hurricane, tornado, or flood; or (viii) any other cause beyond the control of a Party (collectively), "Force Majeure Event"), then the Party so affected will, while so affected, be relieved to the extent thus prevented its obligations under this Agreement. In such event, such Party will take all reasonable measures to remove the disability and to resume full performance under this Agreement at the earliest possible date. If any Party is prevented from performing its obligations under this Agreement in part or in full part as a result of a Force Majeure Event, it will give prompt written notice to the other Party, which notice will set forth the nature of such occurrence, the steps being taken and intended to be taken to remove the disability, and an estimate of the date when full performance under this Agreement will be resumed. In the event that SERVICE PROVIDER is prevented from performing some or all of services required by this Agreement as a result of a Force Majeure Event, SCHOOL DISTRICT shall have no obligation to pay for services not performed and

SERVICE PROVIDER shall refund any fees already paid by SCHOOL DISTRICT for services that cannot or will not be performed as a result of the Force Majeure Event or the termination of this Agreement due to a Force Majeure Event.

32. **AUTHORITY TO ENTER AGREEMENT**: The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and to bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

33. **COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. An executed counterpart transmitted by facsimile or scanned and transmitted by email, when so delivered, shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CHITTENANGO CENTRAL SCHOOL DISTRICT

Date:

By: _____
SUPERINTENDENT OF SCHOOLS/PRESIDENT OF THE
BOARD OF EDUCATION/ASSISTANT SUPERINTENDENT
FOR BUSINESS

[INSERT NAME OF SERVICE PROVIDER]

Date:

By: _____

Print Name: _____

Title: _____

Employer Identification # or SS: _____

BUDGET CODE: