

VALLEY STREAM 24 REOPENING PLAN

2023-24



BACK
to
SCHOOL



Valley Stream 24
LOOK FOR THE AWESOME





VALLEY STREAM 24- LOOK FOR THE AWESOME!

Valley Stream 24 is committed to providing a safe and healthy learning environment for all students and staff during the 2023-2024 school year.

We pride ourselves on our commitment to excellence and creating an inclusive, academically rigorous, and supportive learning environment.

Our mission is to ensure that all students have the opportunity to reach their fullest potential, and we are excited to welcome our students and staff back for the 2023-2024 school year.

The district acknowledges the importance of health and wellness in preventing the spread of viruses, and it strongly recommends that students and staff stay home if they do not feel well.

STAY HOME WHEN UNWELL

As we prepare for the reopening of our schools for this school year, the health and safety of our students, staff, and the entire school community remain our utmost priority. We understand the significance of promoting health and wellness to prevent the spread of viruses and to maintain a conducive learning environment.

To this end, we continue to implement health and safety measures that align with the latest guidelines and recommendations from the Nassau County Department of Health. As such, students and staff members who are experiencing symptoms of illness, including but not limited to fever, cough, sore throat, body aches, or fatigue, are strongly encouraged to stay home. This measure aims to reduce the risk of spreading viruses within the school community.






COVID-19 PROTOCOLS

If a student or staff member tests positive for Covid-19, the current protocol, based on Nassau County Department of Health guidance, should be followed as such:

- a. Isolation: The affected individual should isolate for five calendar days from when symptoms began or five days from the date of the positive test if asymptomatic.

 - b. Return to School: After the initial isolation period, the individual can return to school if symptoms are improving and is encouraged to wear a mask while around others for an additional five calendar days.
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PROCEDURES

We anticipate a much more normal school year, as there are currently no specific restrictions to social distancing during the 2023-2024 school year.

Masks are not required for students and staff during regular school activities. Any student or staff who prefers to wear a mask, however, can do so. Also, any person returning from Covid-19 isolation, is encouraged to wear a mask between days 6-10 while around others as per the latest Nassau County Department of Health guidelines.

Additionally, in the event of low air quality levels, students and staff can wear masks if they choose to do so. If air quality becomes unhealthy for all groups, the district will communicate with all if restrictions or changes to instruction become needed.



SCHOOL MEALS PROGRAM AT VALLEY STREAM 24

Valley Stream 24 remains committed to ensuring that every student enrolled in the school lunch program has access to nutritious meals on a daily basis. As part of this commitment, we will be returning to the standard National School Lunch program.

The National School Lunch program provides an excellent opportunity for families to apply for free or reduced-priced meal status if they meet the eligibility criteria. We encourage all eligible families to take advantage of this valuable benefit.

To facilitate a convenient and hassle-free experience, we highly recommend utilizing the pre-payment option offered by our district through [eZschoolpay.com](https://ezschoolpay.com). This platform allows you to make pre-payments for your child's meals, streamlining the process and ensuring that they have access to balanced and delicious food every school day.

Valley Stream 24 utilizes Whitsons Food Service for our meals. We are dedicated to promoting the well-being and academic success of our students, and the school meals program is an essential aspect of this commitment. By working together, we can ensure that every child receives the nourishment they need to thrive in their educational journey.





IN-PERSON INSTRUCTION/ INCLEMENT WEATHER

In-person instruction will occur daily from 8:25 am to 2:55 pm, with morning arrival beginning at 8:10 am. Your child's school will provide more information on arrival and dismissal procedures.

If the need ever arises to pivot to remote instruction for an emergency reason, including but not limited to, a power outage or extreme inclement weather, families would be notified of this through School Messenger and our district website.



TECHNOLOGY

Devices and internet access will be supplied to students and educators. Ongoing professional development and support in the realm of remote learning, should there ever be a need to pivot to remote learning, will continue to be extended to staff. This commitment will persist into the future.



CHRONIC ABSENTEEISM

We know that when children aren't feeling well, it's best to keep them home. However, we also want to emphasize the importance of regular attendance at school beyond health circumstances, as it significantly impacts our children's overall academic performance and personal growth.

It's crucial to understand that schools and districts are held accountable by the Every Child Succeeds Act (ESSA) for students who are chronically absent, which means those who miss more than 10% of the school year. We want to work together to ensure our children have the best educational experience possible. If you ever have any concerns about your child's extended absences, we encourage you to reach out and speak with your child's building principal. They are there to support you and your child throughout their educational journey.

Remember, the more our students attend school, the more they benefit from learning and achieve their fullest potential. Together, we can create a positive and enriching learning environment for all our children.

BUDGET



Valley Stream 24 remains steadfast in its dedication to assessing its fiscal health. Over the summer, the District will finalize its yearly State Aid reporting with the NYS Education Department while concurrently submitting its annual School Funding Transparency Form to the NYS Department of Budget. The District upholds its commitment to regulatory compliance through successful audits and meticulous financial reporting. Furthermore, we are strategically harnessing grant funds, particularly those aimed at addressing learning loss resulting from the pandemic. Through vigilant monitoring of State Aid and various grant opportunities, we aim to optimize both funding streams, demonstrating our responsible use of resources and unwavering commitment to our students' educational needs.

COMMUNICATION ENGAGEMENT IN VALLEY STREAM 24

Valley Stream 24 is committed to fostering strong connections and open lines of communication among schools, families, and the broader community. Effective communication plays a vital role in engaging our families and ensuring student success. We firmly believe in the power of collaboration between families, schools, and communities to create a supportive environment for our students.

Our comprehensive communication plan encompasses various channels to keep everyone informed and involved. The primary platforms we utilize are as follows:

District Website (valleystreamschooldistrict24.org): Our website serves as a centralized hub for sharing all essential information, updates, and notifications. Families and community members can access timely news, events, calendars, and other pertinent details through this platform.

School Messenger: To enhance communication, we employ School Messenger, a reliable system for sending letters and notices directly to families. This ensures that important information reaches our families promptly.

Social Media (Instagram and Facebook): We will actively engage with our community on popular social media platforms, including Instagram and Facebook. Through these channels, we will share highlights, achievements, news, and upcoming events, as well as celebrating the accomplishments of our schools, staff, students, and greater community.

By leveraging these communication tools, Valley Stream 24 aims to maintain a strong sense of unity and collaboration within our educational community. We encourage active participation and feedback from all stakeholders as we work together to support the growth and success of our students.





RULER

Our commitment to inclusivity goes beyond academics. We recognize that each student has unique needs and strengths, and our dedicated team of educators and support staff are ready to nurture the social, emotional, and physical well-being of every child. By providing a holistic approach to education, we strive to create well-rounded individuals who are equipped to thrive in an ever-changing world.

Our district utilizes Yale's RULER Method as a cornerstone of our commitment to nurturing student social and emotional learning. Rooted in emotional intelligence, RULER equips our educators with invaluable tools to foster self-awareness, emotional regulation, and effective interpersonal relationships. By implementing RULER, we empower our students to understand and manage their emotions, facilitating a positive and empathetic school climate where learning flourishes. Through this method, we aspire to cultivate emotionally intelligent individuals who are well-equipped to navigate life's complexities with resilience and compassion.





CONCLUSION

Valley Stream 24 remains committed to maintaining a safe and healthy learning environment for all students and staff. The district will continue to monitor health guidelines provided by the Nassau County Department of Health and adapt the reopening plan as needed based on the guidance. Open communication between the school community and the district will be prioritized to ensure everyone is well-informed and supported.

We firmly believe that a strong partnership between families, schools, and the wider community is essential for student achievement. We encourage open communication and active involvement from parents and guardians in their child's educational journey. Together, we can create a supportive network that nurtures the growth and development of our students.

As we embark on this new academic year, we are excited to see our students flourish in our safe, nurturing, and intellectually stimulating environment. Our commitment to providing a well-rounded education and fostering a sense of belonging remains unwavering. Thank you for entrusting Valley Stream 24 with your child's education, and we look forward to a successful and fulfilling year ahead!

THANK YOU!



www.valleystreamschooldistrict24.org

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(b)

This Agreement is entered into this 10th day of July, 2023 by and between the Board of Education of the Valley Stream Union Free School District Thirty (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 175 North Central Avenue, Valley Stream, New York 11580, and the Board of Education of the Valley Stream Union Free School District 24 (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

The term of this Agreement shall be from July 1, 2023 through June 30, 2024, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the RECEIVING DISTRICT shall include, but not be limited to the following:
 - Instructional Services
 - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
4. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing

services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

7. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The RECEIVING DISTRICT shall comply will all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
10. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
12. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
13. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
14. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

15. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
16. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
17. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
18. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.

19. Insurance

- a. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain the following insurance policies, including the Board of Education, employees and volunteers, as additional insured, as follows:

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate

Automobile Liability

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

Workers' Compensation

Statutory Workers' compensation and employers' liability insurance for all employees

Professional liability insurance

Covering the consultant for errors and omissions arising services provided under the contract with the District in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.

RECEIVING DISTRICT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT.

- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education.
 - a. The estimated tuition rate pursuant to the Commissioner's formula is currently \$5,987.40 per student per month based on most recent SED data as of 7/10/2023.
 - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS:

1. Termination
 - a. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
 - c. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.
2. Independent Contractor
 - a. RECEIVING DISTRICT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

- b. Neither RECEIVING DISTRICT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. SENDING DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification

- a. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To Sending District: Valley Stream UFSD #24
75 Horton Avenue
Valley Stream, NY 11581

To Receiving District: Valley Stream UFSD #30
175 North Central Avenue
Valley Stream, New York 11580

- 5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

8. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
9. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
10. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. Amendment: This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
12. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT
Valley Stream UFSD #24

RECEIVING DISTRICT
Valley Stream UFSD #30

By: _____

President, Board of Education

By:  _____

President, Board of Education

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT made this 1st ___ day of September 1__, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 ("SCHOOL DISTRICT"), having its principal place of business located at 75 Horton Ave, Valley Stream, NY 11581, and ZANER-BLOSER, ("CONSULTANT"), having its principal place of business for purposes of this Agreement at 1400 GOODALE BLVD, STE 200, COLUMBUS, OH 43212.

1. **TERM:** The term of the within Agreement shall be from September 1, 2023 through June 26, 2024, unless earlier terminated as provided herein.
2. **CONDITIONS:** The School District shall retain the Consultant to provide certain consultation, training and/or professional development services for the School District under the terms and conditions hereinafter set forth. The Consultant shall perform services only to the extent authorized by the School District.
3. **DUTIES AND SERVICES:** The Consultant shall provide the following services:
 - a. As set forth in Exhibit A, attached hereto and made part hereof. Dates and times to be determined upon agreement of the parties. To the extent the terms of Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting terms.
 - b. The School District reserves its right to maintain flexibility regarding topics and dates with respect to meetings and coaching set forth in Exhibit A (attached) based upon the District's needs.
 - c. In the event that changes in school structure due to the pandemic prohibit in-person services, the Consultant agrees to conduct services via Zoom, subject to the School District's prior written approval.
4. **FEES & EXPENSES:** During the term of this Agreement, the School District agrees to pay the Consultant per Exhibit A (attached) for a total amount not to exceed \$3,000.00, to be paid at the rate set forth therein within 60 days after receipt of Consultant's invoice, subject to the satisfactory completion of services. Except as otherwise set forth herein or in Exhibit A annexed hereto, Consultant shall be responsible for all costs and expenses incurred by Consultant 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 Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. School District shall not be responsible for any expenses incurred by Consultant in performing services for School District. Consultant's invoice shall include time sheets and attendance, types of services rendered and fees payable. School District shall give Consultant 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. **RELATIONSHIP BETWEEN THE PARTIES:** The Consultant is retained by the School District only for the purposes and to the extent set forth in this agreement, and its relation to the School District shall, during the periods of its services hereunder, be that of an independent contractor. The Consultant shall be free to dispose of that portion of its time, energy, and skill during regulation business hours as the Consultant is not obligated to devote hereunder to the School District in such a manner as it sees fit and to such persons, firms or corporations as it deems advisable. Neither the Consultant nor its employees shall be considered as having employee status or entitled to participate in any of the School District's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance or other similar employee benefit program.
6. **INCOME TAX DESIGNATION:** The School District shall not withhold from sums payable to Consultant 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. Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be Consultant's sole responsibility.
7. **CONFIDENTIALITY:** Consultant, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Consultant, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Consultant further agrees that any information received by Consultant, its employees, and/or agents during the course of the services provided pursuant to the Agreement which concerns the personal, financial, or other affairs of School District, its employees, agents, clients, and/or students will be treated by Consultant, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. Consultant acknowledges its responsibility to maintain the security and privacy of student, teacher and/or principal data and its responsibility to adhere to all applicable federal and state statutes and regulations including but not limited to and the Family Educational Rights and Privacy Act (20 USC § 1232g) and New York Education Law § 2-d. Consultant shall complete and execute a Data Privacy and Security Agreement in connection with the services provided pursuant to this Agreement. In the event of a breach of the within confidentiality provision, Consultant shall immediately notify School District and advise it as to the nature of the breach and the steps the Consultant has taken to minimize said breach. Consultant shall indemnify and hold School District harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
8. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, Consultant shall obey all School District rules and regulations and must follow all reasonable directives of School District's administrators and employees.
9. **DEFENSE AND INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the School District, the Board of

Education, their officers, directors, agents and employees, harmless from and against any and all penalties, interest or any other payment assessed against the District by any taxing authority should the Consultant's status as an independent contractor be disallowed by the taxing authority. Consultant further agrees that, to the fullest extent permitted by law, it shall defend, indemnify and hold harmless School District, the Board of Education, their officers, directors, agents and employees from and against all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") in connection with any action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Consultant or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the negligence, misconduct or breach of this Agreement by School District.

10. **INSURANCE:** Consultant agrees to maintain the following insurance and name the School District as an additional insured on Consultant's commercial general liability and excess liability insurance policies:
- a. **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate. The policy shall provide coverage for claims of negligent hiring, training and supervision, including claims arising in the context of sexual molestation, abuse, harassment, or other sexual misconduct.
 - b. **Automobile Liability:** \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation, Employers' Liability and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. A self-employed person and certain partners and corporate officers may be excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person seeking an exemption must submit proof of filing of a CE-200 form with the New York State Workers Compensation Board.
 - d. **Professional Errors and Omissions Insurance:** \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of Consultant and its employees performed under this Agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.

Said policies shall be from an A.M. Best rated "Secure" insurer, licensed in New York State and shall state that Consultant's coverage shall be primary and non-contributory coverage for School District, its Board, employees and volunteers. School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. At the School District's request, Consultant shall provide a copy of the declaration page of the liability policy with a list of endorsements and forms. If so requested, Consultant will provide a copy of the policy endorsements and forms. In the event that any of the insurance coverage to be provided by Consultant contains a deductible, Consultant shall indemnify and hold School District harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of Consultant.

Consultant 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 Consultant and School District from claims set forth below for which Consultant may be legally liable, whether such operations be by Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Consultant hereby agrees to effectuate the naming of School District as an unrestricted additional insured on Consultant'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 contract. The School District, in its sole discretion, may waive some requirements of this paragraph; any such waiver must be in writing signed by an authorized representative of the School District.

Consultant shall provide the School District with evidence of the above insurance requirements upon execution of this Agreement. Consultant further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects Consultant 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, Consultant 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.

11. **ASSIGNMENT OF AGREEMENT:** Consultant shall not assign, transfer or convey any of its rights or obligations under this Agreement without the prior written consent of School District.
12. **MUTUAL AGREEMENT:** 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.
13. **DISCRIMINATION PROHIBITED:** Neither School District nor Consultant will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Nassau, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper

venue or *forum non conveniens* to the conduct of and proceeding in any such court.

15. **COMPLIANCE WITH SAVE LEGISLATION:** The Consultant understands and agrees that, unless its instructors and employees will have no direct contact with school-aged students, it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The Consultant shall adhere to all applicable requirements and protocols as established by the School District and the State Education Department of New York.
16. **TERMINATION:**
 - a. This Agreement may be terminated by the School District upon seven (7) days' written notice to the Consultant. In the event of such termination, the parties will adjust and prorate the accounts due and payable to Consultant for services actually rendered up to the effective date of termination, subject to any cancellation provisions set forth in Exhibit A. The Consultant will not incur any additional expenses upon receipt of School District's notification that Consultant's services have been terminated.
 - b. This Agreement may be terminated by the School District in the event of a material breach by Consultant, upon three (3) days' written notice from the School District to Consultant.
 - c. Notwithstanding anything to the contrary contained in the Agreement or in Exhibit A or any other related documents, the School District expressly reserves the right to immediately suspend, cancel or terminate the Consultant's services under this Agreement in the event that its schools are closed and/or it becomes illegal, impossible or impracticable to continue the Consultant's services due to any reason, including but not limited to any force majeure event, and upon the School District's exercise of such right, the Consultant, its officers, employees and/or agents shall not be entitled to further compensation, payments, cancellation fees, charges, or any other benefits pursuant to this Agreement for the duration of such closure, unless agreed to in writing between the Consultant and the School District. Force majeure events shall include any condition beyond the School District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including COVID-19 or similar epidemic or outbreak, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental or quasi-governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of Consultant's services, Consultant shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to any payment, cancellation fees or any other charges for any previously scheduled services that were not actually rendered prior to the date of such school closing.
17. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between School District and Consultant, and supersedes all prior written and

oral agreements, commitments or understandings with respect thereto. The Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

18. **COUNTERPARTS:** This Agreement may be signed in counterparts and/or electronically by the parties. Electronic signatures, if otherwise valid, shall be considered the same as handwritten signatures and scanned and facsimile signatures shall also be effective to bind such party to this Agreement.

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: _____

By: _____
Name:
Title:

ZANER-BLOSER

Date: 08/03/23


By: Ashley M. Giordano, ESC 
Name:
Title:

EXHIBIT A

Vendor Information**Zaner-Bloser**

Vendor#: ZAN005000

Contract: 7000950

School Information

Valley Stream School
 District 24
 Phone: 75 Horton Avenue
 Fax: Valley Stream, NY 11581
 Tel: 516-434-2829
 Fax: 516-256-0163

**Total
\$3,000.00**

Title	ISBN#	Unit	Qty	Cost	Extension
SuperKids Online Grade Level Meetings PD	PD43		3	\$1,000.00	\$3,000.00

Total \$3,000.00