

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

BUSINESS MEETING
FOLLOWING EXECUTIVE SESSION

WILLIAM L. BUCK SCHOOL
AUGUST 24, 2022

6:00 PM It is anticipated that the Board of Education will immediately consider a motion to enter executive session for purposes of discussing a personnel matter and contract matters.

Members Present: President Maier, Vice-President LaRocco Trustees Hernandez, Nunez, Wheeler and Wilson.

Others Present: Superintendent Don Sturz, Assistant Superintendent, Jack Mitchell, School District Attorney, Director of Technology Mark Onorato, District Clerk Elizabeth Fleurmond

Absent With Prior Notice: Trustee Herrera

I. CALL TO ORDER

Motion to enter Executive Session at 6:03 PM by Armando Hernandez, seconded by Donna LaRocco to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Executive Session concluded at 7:33 PM by Kimberly Wheeler, seconded by Armando Hernandez. Motion unanimously carried.

The Business Meeting was called to order at 7:40 PM, at the William L. Buck School, by President John Maier, seconded by Armando Hernandez. Motion unanimously carried.

Correspondence Report Given by District Clerk Mrs. Fleurimond at 7:43 PM:

1. July 5, 2022- FOIL Request was received regarding administrative salaries, a final response was sent on 8/8/2022 via email and fax
2. July 9, 2022- Resignation Letter was received from Lisa Pellicane.
3. July 12, 2022- Resignation Letter was received from Kathryn Sileo former Art Teacher.
4. August 1, 2022- Resignation Letter was received from Janay Contrejas former Permanent Substitute Teacher.
5. August 3, 2022- Letter was received from Anthony Cruz
6. August 5, 2022- FOIL Request was received regarding LEAD Water testing, 5-day response was sent out 8/11/2022.
7. August 12, 2022- Resignation Letter received from Gabrielle Fielding
8. August 14, 2022- Resignation Letter received from Gabrielle Del Priore
9. August 16, 2022- Resignation Letter received from Johanna Owen.
10. August 22, 2022- Email Received from Simona Simone

IV. LIST OF ITEMS FOR ACTION:

- A. PERSONNEL** -Markus Wilson-Motion to move forward with Items 1-16, seconded by Donna LaRocco. Motion unanimously carried.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Joanna Milanese, effective August 31, 2022, as an Elementary Music Teacher holding a Certificate for Music, for a 4-year probationary period. Her probation expiration will be August 30, 2026*. Compensation will be at Step 1 MA in accordance with the current negotiated agreement between the Valley Stream Teachers' Association and the Board of Education.

*To be eligible to receive tenure, the probationer must receive composite or overall APPR ratings of either effective or highly effective in at least three of the four preceding years, and if the probationer receives an ineffective composite or overall APPR rating in the final year of the probationary period she will not be eligible for tenure at that time.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the resignation of Gabrielle Del Priore as a Reading Teacher, effective August 31, 2022.

3. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the resignation of Gabriella Fielding as a Full Time Teaching Assistant, effective August 12, 2022.

4. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Jennifer Joyce, effective August 31, 2022, as an Elementary Reading Teacher holding a Certificate for Early Childhood (Birth-Grade 2), Childhood Education (Grades 1-6), Literacy (Birth-Grade 6), and English to Speakers of Other Languages for a 4-year probationary period. Her probation expiration will be August 30, 2026*. Compensation will be at Step 1 MA+15 in accordance with the current negotiated agreement between the Valley Stream Teachers' Association and the Board of Education.

*To be eligible to receive tenure, the probationer must receive composite or overall APPR ratings of either effective or highly effective in at least three of the four preceding years, and if the probationer receives an ineffective composite or overall APPR rating in the final year of the probationary period she will not be eligible for tenure at that time.

5. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the resignation of Kathryn Sileo as a Part-time Art (.5) Teacher, effective July 12, 2022

6. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Leighanne Jaronczyk, effective August 31, 2022, as an Elementary Art Teacher (.6) holding a Certificate for Visual Arts. Compensation for this appointment will be at Step 1 BA in accordance with the current negotiated agreement between the Valley Stream Teachers' Association and the Board of Education.

7. BE IT RESOLVED, that the Board of Education hereby approves the Wage and Benefits Agreement between the District and the following District Employees for the 2022-2023 school year: Jack Mitchell, Assistant Superintendent for Business, Johanna Owen, Secretary to the Superintendent, Sandra Hernandez, Principal Account Clerk, Catherine Cancro, Senior Account Clerk, Brian Cleary, District Treasurer and Elizabeth Fleurimond, District Clerk, and herewith authorizes the Board President to execute the same on behalf of the Board of Education.

8. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the following Teacher's Salary Gates:

BAS	Salary Gate	Date
Deborah Murray	15	9/1/2022
Nicole Zennie	20	10/1/2022

WLB		
John Reece	20	9/1/2022
RWC		
Andrea Carra	15	9/1/2022
Marie Healy	20	9/1/2022
Jean Oestreich	20	9/1/2022
Margaret Otton	20	9/1/2022
Stacy Pagliaro	20	10/1/2022
Christina Scigibaglio	15	1/1/2023
Karen Serro	25	10/1/2022
Philip Testa	10	9/1/2022

9. BE IT RESOLVED that Dr. Don Sturz, Dr. Lisa Conte and Dr. Robert Mueller are hereby certified as Qualified Lead Evaluators of Valley Stream UFSD #24 (classroom teachers/building principals) having successfully completed the training requirements prescribed in 8 NYCRR Sec 30-2.9(b).

10. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools that the Board of Education accepts the resignation of Janay Contrejas as a Permanent Substitute, effective August 1, 2022.

11. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Alida Pesola, as a permanent Substitute teacher, effective August 31, 2022, for the 2022-2023 school year.

12. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Megan Jara- Gallegos, as a permanent Substitute teacher, effective August 31, 2022, for the 2022-2023 school year.

13. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Karina Lorenzo, as a permanent Substitute teacher, effective August 31, 2022, for the 2022-2023 school year.

14. WHEREAS, Johanna Owen, Superintendent's Secretary, has submitted her irrevocable written letter of resignation for the purpose of retirement effective December 31, 2022

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board

of Education accepts her letter of resignation for retirement purposes.

BE IT FURTHER RESOLVED, the Superintendent of Schools is directed to calculate the number of days to Johanna Owen’s eligibility for a leave of absence with pay prior to retirement at the appropriate time pursuant to the Wage and Benefits agreement between the employee and the Board of Education and that the lump sum payment thereof to Johanna Owen shall be in accordance with said agreement is hereby authorized.

15.BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the following Salary Changes, effective September 1, 2022:

Lisa Bernstein	Step 2	MA+30
Cheryl Calamiong	Step 2	MA+45
Kathleen Carter	Step 6.5	MA+45
Deana Fichtelberg	Step 9	MA+30
Toni Hertwig	Step 24	MA +60
Kelly Martin	Step 15	MA +45
Deborah Murray	Step15	MA+30
Jean Oestreich	Step 20	MA+60
Katarina Sloboda	Step 3	BA+15

16. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following additions to the per diem substitute list for the 2022-2023 School Year:

SUBSTITUTE TEACHERS RETURNING 2022-2023:

BASHIR, SADAF
BOASE, BRITTANY
FROELICH, TAYLOR
GIARRIPUTO, KAYLA
GONCALVES, KAYLA
GONZALEZ, MARIE
INGBER, MELANIE
JABEEN, SHAISTA
MANTHOS, ALYSSA
PIERRE, MAUD
PITELLI, RICHARD
SUDLOW NAGGIE, NATHLYE
VAZQUEZ, MARIE

NEW SUBSTITUTE TEACHERS:

CARAZA, EMILY
FERTIG, HADASSAH

SUBSTITUTE PART TIME MONITORS:

PASHA, HADEEQA
CUNNINGHAM, DONNA

SUBSTITUTE CLEANER PART-TIME:

MIGNOTT, JOHN

SUBSTITUTE TEACHER AIDES:

MANZOOR, MEMOONA
CASSEUS, BILLY

B. EDUCATION – MRS. MELISSA HERRERA

Motion to move forward on Education due to the absence of Melissa Herrera made by Donna LaRocco, seconded by Armando Hernandez. Motion carries unanimously.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Pre-School Special Education previously approved by the Committee on Pre-School Special Education on 6/27/2022, 7/26/2022, 7/26/2022, 7/26/2022 and 8/03/2022 pertaining to students being considered for pre-school special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Pre-School Special Education.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Special Education previously approved by the Committee on Special Education on 7/6/2022, 7/11/2022, 7/11/2022, 7/11/2022, 7/11/2022, 7/13/2022, 7/21/2022, 8/1/2022, 8/3/2022 and 8/11/2022, pertaining to students being considered for special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Special Education.

C. FINANCE – MRS. DONNA LA ROCCO

Motion to move forward made by Armando Hernandez, seconded by Cynthia Nunez. Motion carries unanimously.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board hereby accepts the Treasurer's Report, Collateral Report, Claims Auditor's Report, Appropriation Status Report, Revenue Status Report, and Trial Balance for June 2022.

V. OTHER REPORTS

A. VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT-

Motion made by Armando Hernandez, seconded by Cynthia Nunez. Motion carries unanimously.

There are three delegates from Valley Stream UFSD Twenty-Four on the Central High School Board of Education, Mr. Armando Hernandez, Mr. John Maier, and Mrs. Melissa Herrera.

Residency Hotlines:

Valley Stream School District	516-872-5677
Village of Valley Stream	516-592-5140
Town of Hempstead	516-584-5000

A. LEGAL REPORT- Representative from the law firm Guercio & Guercio, LLP

B. LEGISLATION REPORT - MR. ARMANDO HERNANDEZ

C. POLICY COMMITTEE - MRS. KIMBERLY WHEELER

VI. UNFINISHED BUSINESS, IF ANY:

VII. NEW BUSINESS:

Motion to move forward with Items 1-7 made by Armando Hernandez seconded by Cynthia Nunez. Motion carries unanimously.

1. BE IT RESOLVED, that the Board of Education of Valley Stream UFSD 24 hereby approves the Agreement between the District and Hempstead USFD School District for student health and welfare services 2021-2022.

2. BE IT RESOLVED, in accordance with Education Law Section 2801-a and its accompanying regulations, after providing the opportunity for public comment at the public hearing held on July 11, 2022, that the Board of Education hereby adopts the Valley Stream Union Free School District 24 District Wide School Safety Plan for the 2022-2023 school year.

BE IT FURTHER RESOLVED that the Superintendent of Schools is directed to

file said District Wide Safety Plan with New York State by October 1, 2022, pursuant to Education Law Section 2801-a.

3. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the Building Safety Plan for Brooklyn Avenue School, William L. Buck School, and Robert Carbonaro School for the 2022-2023 school year.

4. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board approve and sign the License Agreement and Rider between the Valley Stream School District Twenty-Four and SCOPE Education Services for the 2022-2023 After School Child Care Program and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

5. BE IT RESOLVED, that the Board of Education re-adopts its Mission Statement for the 2022-2023 school year.

6. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the District Comprehensive Improvement Plan (DCIP) for the 2022-2023 school Year.

7. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the School Comprehensive Education Plan (SCEP) for the 2022-2023 school year.

Motion to Table Item #8 made by Armando Hernandez seconded by Kimberly Wheeler, motion carries unanimously.

8. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of education hereby awards the transportation Contracts for the 2022-2023 school year as set forth in the Schedule attached hereto;

BUS COMPANY	SCHOOL	# OF STUDENTS	MONTHLY COST PPPM OR PER VAN	MONTHLY MATRON COST	YEARLY COST
FIRST STUDENT	HEBREW ACADEMY OF NASSAU COUNTY (HANC)	2	\$1,118.69 pppm + \$70.48 (6.3% CPI) = \$ 1,189.17 x 2 = \$2,378.34		\$23,783.40
	BUCKLEY COUNTRY DAY SCHOOL	3	\$1,864.82 pppm + \$117.48 (6.3% CPI) = \$1,982.30 x 3 = \$5,946.90		\$59,469.00
	CHILDREN'S LEARNING CENTER-UCP	1	\$2,381.86 pppm + \$150.06 (6.3% CPI) = \$2,531.92	\$2,786.40 + \$175.54 (6.3% CPI) = \$2,961.94	\$54,938.60
	HENRY VISCARDI	1	\$1,542.84 pppm + 97.20 (6.3% CPI) = \$1,640.04	\$2,889.60 + \$182.04 (6.3% CPI) = \$3,071.64	\$47,116.80
	ST. AGNES	4	\$3,571.75 pppm + \$225.02 (6.3% CPI) = \$3,796.77 x 4 = \$15,187.08		\$151,870.80

	VARIETY CHILDREN'S LEARNING CENTER	2	\$1,598.57 ppm + \$100.71 (6.3% CPI) = \$1,699.28 x 2 = \$3,398.56	\$2,218.80 + \$139.78 (6.3% CPI) = \$2,358.58	\$57,571.40
	HAGEDORN LITTLE VILLAGE	2	\$2,049.45 1 st st. + \$129.11 (6.3% CPI) = \$2,178.56 plus \$542.75 add'l st. + \$34.19 (6.3% CPI) = \$576.94 = \$2,755.50	\$2,659.51 + \$167.55 (6.3% CPI) = \$2,827.06	\$55,825.60
	BE'ER HAGOLAH INSTITUTES	1	\$2,046.46 ppm + \$128.93 (6.3% CPI) = \$2,175.39		\$21,753.90
	BETH RIVKAH/UNITED LUBAVITCHER YESHIVA	5	\$6,966.00 monthly van cost + \$438.86 (6.3% CPI) = \$7,404.86		\$74,048.60
	CRESCENT SCHOOL	0	\$1,625.40 ppm + \$102.40 (6.3% CPI) = \$1,727.80		\$1.00
BUS COMPANY	SCHOOL	# OF STUDENTS	MONTHLY COST PPM OR VAN	MONTHLY MATRON COST	YEARLY COST
	MARTIN DE PORRES	0	\$1,032.00 ppm + \$65.02 (6.3% CPI) = \$1,097.02	\$2,992.80 + \$188.55 (6.3% CPI) = \$3,181.35	\$1.00
	VERNON-OYSTER BAY	0	\$2,822.10 ppm + \$177.79 (6.3% CPI) = \$2,999.89	\$1,539.05 + \$96.96 (6.3% CPI) = \$1,636.91	\$1.00
	LI HEBREW ACADEMY	0	\$1,071.70 ppm + \$67.52 (6.3% CPI) = \$1,139.22		\$1.00
	OUR LADY OF LOURDES	3	\$1,839.00 ppm + \$115.86 (6.3% CPI) = \$1,954.86 x 3 = \$5,864.58		\$58,645.80
	KELLENBERG-LATIN SCHOOL	0	\$1,839.00 ppm + \$115.86 (6.3% CPI) = \$1,954.86		\$1.00
GUARDIAN BUS COMPANY	CHEDER CHABAD YESHIVA FOR GIRLS	0	\$1,290.00 ppm + \$81.27 (6.3% CPI) = \$1,371.27		\$1.00
INDEPENDENT COACH	THE BRANDEIS SCHOOL	2	\$469.86 ppm + \$29.60 (6.3% CPI) = \$499.46 x 2 = \$998.92		\$9,989.20

	HAFTR	2	\$742.98 ppm + \$46.81 (6.3% CPI) + \$789.79 x 2 = \$1,579.58		\$15,795.80
	OUR LADY OF PEACE	0	\$626.83 ppm + \$39.49 (6.3% CPI) = \$663.32		\$1.00
	St. RAYMOND	0	\$732.50 ppm + \$46.15 (6.3% CPI) = \$778.65		\$1.00
VTC BUS CORP.	MCKINNEY VENTO (WLB, RWC, BAS)	1/2/2	\$6,192.00 1 st st. + \$390.10 (6.3% CPI) = \$6,582.10 x 3 = \$19,746.30 \$1,548.00 add'l st. + \$97.52 (6.3% CPI) = \$1,645.52	\$3,302.40 + \$208.05 (6.3% CPI) = \$3,510.45	\$249,022.70
WE TRANSPORT INC.	FOREST ROAD SCHOOL	2	\$6,192.00 ppm + \$390.10 (6.3% CPI) = \$6,582.10 x 2 = \$13,164.20	\$2,992.80 + \$188.55 (6.3% CPI) = \$3,181.35	\$163,455.50
	HAMZA	8	\$825.60 ppm + \$51.97 = \$877.57 x 8 = \$7,020.56		\$70,205.60
BUS COMPANY	SCHOOL	# OF STUDENTS	MONTHLY COST PPM OR VAN	MONTHLY MATRON COST	YEARLY COST
	HEBREW ACADEMY OF LONG BEACH (HALB)	0	\$1,238.40 + \$78.02 (6.3% CPI) = \$1,316.42		\$1.00
	LAWRENCE/WOODMERE	1	\$1,444.80 + \$91.02 (6.3% CPI) = \$1,535.82		\$15,358.20
	SACRED HEART	0	\$2,012.40 + \$126.78 (6.3% CPI) = \$2,139.18		\$1.00

	WELLSPRING	0	$\$1,444.80 + \$91.02 (6.3\% \text{ CPI}) = \$1,535.82$		\$1.00
	LINDEN SDA ELEMENTARY	0	$\$1,651.20 + \$104.02 (6.3\% \text{ CPI}) = \$1,755.22$		\$1.00
	YESHIVA OF CENTRAL QUEENS	2	$\$2,889.60 \text{ ppm} + \$182.04 (6.3\% \text{ CPI}) = \$3,071.64 \times 2 = \$6,143.28$		\$61,432.80
	PROGRESSIVE SCHOOL	0	$\$4,000 \text{ 1}^{\text{st}} \text{ st.} + \$252 (6.3\% \text{ CPI}) = \$4,252.00 \text{ plus } \$2,500 \text{ add'l st.} + \$157.50 (6.3\% \text{ CPI}) = \$2,657.50$		\$1.00
	ACADEMY CHARTER SCHOOL	1	$\$1,700.00 + \$107.10 (6.3\% \text{ CPI}) = \$1,807.10$		\$18,071.00
NEW BIDS:					
WE TRANSPORT, INC	FREEMPORT CHRISTIAN ACADEMY	0	$\$2,995.00 \text{ 1}^{\text{st}} \text{ student} + \$650.00 \text{ add'l student}$		\$1.00
	GRACE LUTHERAN	2	$\$2,500.00 \text{ 1}^{\text{st}} \text{ student} + \$890.00 \text{ add'l student}$		\$33,900.00
	EVERGREEN CHARTER SCHOOL	1	$\$3,900.00 \text{ 1}^{\text{st}} \text{ student} + \$3,900.00 \text{ add'l student}$		\$39,000.00
	MARTIN AVENUE ELEMENTARY	0	$\$4,000.00 \text{ 1}^{\text{st}} \text{ student} + \$400.00 \text{ add'l student}$	\$3,200.00	\$1.00
	JOHN H. WEST SCHOOL	0	$\$4,000.00 \text{ 1}^{\text{st}} \text{ student} + \$1,000.00 \text{ add'l student}$	\$3,200.00	\$1.00
	CHERRY LANE SCHOOL	0	$\$4,000.00 \text{ 1}^{\text{st}} \text{ student} + \$400.00 \text{ add'l student}$	\$3,200.00	\$1.00
PARENT CONTRACT	FLUSHING CHRISTIAN SCHOOL	1	$54.8 \text{ miles per day} \times \$0.625 = \$34.25 \times 180 \text{ days} = \$6,165.00$		\$6,165.00
PARENT CONTRACT	CHILDRENS'S READINESS CENTER	1	$\$42.1 \text{ miles per day} \times \$0.625 = \$26.31 \times 180 \text{ days} = \$4,735.80$		\$4,735.80
PIGGY BACK WITH LYNBROOK ELEMENTARY	WAVERLY PARK ELEMENTARY	2	TBD		

PIGGY BACK WITH LYNBROOK ELEMENTARY	MARION STREET ELEMENTARY	1	TBD		
PIGGY BACK WITH VSCHDS	LONG ISLAND LUTHERAN MIDDLE SCHOOL	1 6 TH GRADER	TBD		
BOCES SCHOOLS:					
	CARMEN ROAD SCHOOL	3	\$1,349.00 <u>pppm</u> x 3 = \$4,047.00	1:1 for = \$2,934.70 1 Group Matron = \$2,934.70 1 nurse for \$1,349.00	\$112,654.00
	JERUSALEM AVENUE SCHOOL	4	\$656.90 <u>pppm</u> x 4 + \$2,627.60	1:1 for = \$2,934.70 1 Group Matron = \$2,934.70	\$84,970.00
	CHILDREN'S READINESS CENTER	5	\$656.90 <u>pppm</u> x 5 = \$3,284.50	\$2,934.70	\$62,192.00
	STOKES ELEMENTARY	0	\$656.90 <u>pppm</u>		\$1.00
	FRED SPARKE'S ELEMENTARY	1	\$656.90 <u>pppm</u>	\$2,934.70	\$35,916.00
	ROBERT WILLIAMS SCHOOL	1	\$656.90 <u>pppm</u>	\$2,934.70	\$35,916.00
	WILLET AVENUE SCHOOL	2	\$656.90 <u>pppm</u> x 2 = \$1,313.80	\$2,934.70	\$42,485.00

BE IT FURTHER RESOLVED that the Board of Education hereby authorizes the Board President to execute the 2022-2023 school year Transportation Contracts set forth in the attached Schedule on behalf of the Board of Education.

Motion to move forward with items 9-26 made by Armando Hernandez seconded by Cythia Nunez. Motion carries unanimously.

9. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby authorizes the following Budget Transfer for the 2022-2023 School year:

BUDGET TRANSFER FOR BOARD APPROVAL			
DATE: August 24, 2022			
CODE	DESCRIPTION	FROM	TO
A2110.12	Teachers 1-6 Salaries	\$ 25,000.00	
A2110.473	Charter School Tuition		\$ 25,000.00
	Additional Students attending Charter Schools		
A2250.490	BOCES Services	\$ 130,259.00	
A2250.477	Special Ed-Tuition		\$ 130,259.00
	Students Transitioning from BOCES to Private or Public Schools		
	TOTALS	\$ 155,259.00	\$ 155,259.00

10. BE IT FURTHER RESOLVED, upon the recommendation of the

Superintendent of Schools, that the Board of Education hereby authorizes the following Budget Transfer for the 2021-2022 School Year:

BUDGET TRANSFER FOR BOARD APPROVAL on 8/24/22			
For June 30, 2022			
CODE	DESCRIPTION	FROM	TO
A9050.8	Unemployment Insurance	\$ 16,990.88	
A9060.8	Hosp & Med Insurance	\$ 22,760.00	
A1480.4	Public Info Expenses	\$ 8,600.00	
A1680.49	BOCES Test Score	\$ 9,200.00	
	BOCES Curriculum		
A2010.49	Development	\$ 6,500.00	
A2610.46	Library Computer Software	\$ 2,600.00	
A2630.2	Computer Equipment	\$ 2,900.00	
A2630.46	Computer Software	\$ 8,000.00	
A1670.401	Outside Printing Services	\$ 2,000.00	
A1910.4	Unallocated Ins	\$ 2,900.00	
A1920.4	School Assoc Dues	\$ 3,900.00	
A2010.45	Curriculum Devel Supplies	\$ 3,000.00	
A2010.451	Dup Paper/Rept Card	\$ 4,100.00	
A5540.405	Transport/School Trip	\$ 9,000.00	
A5581.49	BOCES/Transp. Expense	\$ 10,300.00	
	Summer Special Ed.		
A5581.491	Transportation	\$ 10,000.00	
A1310.49	BOCES Services		\$ 4,092.18
A1620.406-11	Gas/Electric-BAS		\$ 104.22
A2110.494-5	Outdoor Education		\$ 1,642.32
A2610.49	BOCES		\$ 249.75
A2630.49	BOCES E-Rate Services		\$ 116,662.41
A2110.400-72	Copier Leases-WLB	\$ 8,817.47	
A2110.400-73	Copier Leases-RWC	\$ 3,133.76	
A2110.400-71	Copier Leases-BAS	\$ 1,070.92	
A2110.16	LCH/CRM/CPY Aides	\$ 280.68	
A2110.4	Teaching Expenses	\$ 15,028.36	
A2250.4	Special Ed Expenses	\$ 15,000.00	
A2250.477	Special Ed-Tuition	\$ 9,920.74	
A1240.15	Central Admin Salary		\$ 3,450.00
A1620.16	Custodial Salaries		\$ 264.00
A1620.160-2	Custodial Salaries-RWC		\$ 1,020.25
A1620.161-1	Custodial Overtime-BAS		\$ 344.60
A2110.120-1	Teachers 1-6 Salaries-BAS		\$ 4,311.05
A2110.129-1	Extra Duties/Services-BAS		\$ 36.17
	Inclusion Teachers' Salaries-		
A2250.151-2	RWC		\$ 2,525.16
A9030.8	Social Security		\$ 1,351.60
	Debt Service-Principal/		
A9785.6	Installment Debt Principal		\$ 15,028.36
A9901.95	Transfer to Special Aid		\$ 24,920.74

**Transfers needed to reconcile
Negative Balances for the 2021-
22 School Year**

TOTALS	\$	176,002.81	\$ 176,002.81
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11. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Culturally Responsive Environment and Disciplines, LLC for Consultant services for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

12. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Zaner-Bloser for Consultant services for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

13. BE IT RESOLVED, the Board of Education of the Valley Stream Union Free School District #24 desires to embark upon various capital improvement projects at the William L. Buck, Robert W. Carbonaro, and Brooklyn Avenue Elementary Schools; including District-wide Flooring Replacement and Classroom Renovations at Brooklyn Avenue; and

WHEREAS, said capital improvement projects at the William L. Buck, Robert W. Carbonaro, and Brooklyn Avenue Elementary Schools are subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, routine activities such as maintenance or repair involving no substantial changes in an existing structure or facility; and replacement, rehabilitation or reconstruction of a structure or facility in kind on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.5 of this part; and

WHEREAS, the SEQR Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under SEQRA; and

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the capital improvement projects and has determined that said capital improvement projects for the District-wide Flooring Replacement at the William L. Buck, Robert W. Carbonaro, and Brooklyn Avenue Elementary Schools and Classroom Renovations at Brooklyn Avenue are classified as a Type II Action pursuant to Section 617.5 (2) of the SEQRA Regulations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED that the Board of Education hereby declares that the capital improvement projects for the District-wide Flooring Replacement at the William L. Buck, Robert W. Carbonaro, and Brooklyn Avenue Elementary Schools and Classroom Renovations at Brooklyn Avenue are a Type II Action, which requires no further review under SEQRA; and

BE IT FURTHER RESOLVED that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of the listed projects from the New York State Education Department.

14. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Access 7 (Related Services) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

15. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and All About Kids (Related Services) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

16. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Daniel S. Weinkauff, PT (Related Services) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary

documents to effectuate said Agreement on behalf of the Board of Education.

17. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Health Source Group (Nursing) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

18. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Henry Viscardi School (Tuition) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

19. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Max Scholar (Online Reading Program) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

20. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Valley Stream School District #30 (Tuition) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

21. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Achieve Beyond (Related Services) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

22. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Lakretz Creative Support Services (Professional Development and Coaching) for the 2022-2023 school year, and further authorizes the President of the Board of

Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

23. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and North Bellmore School District (Tuition) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

24. WHEREAS, equipment has been determined to be broken, surplus and/or obsolete, and

WHEREAS, it is in the best interest of the School District to dispose of such broken, surplus and/or obsolete equipment therefore

BE IT RESOLVED, that such broken, surplus and/or obsolete equipment will be disposed of in a manner that services the best interest of the Valley Stream Union Free School District Twenty-Four, and

BE IT FURTHER RESOLVED, that the Superintendent of Schools, or his designee is hereby authorized to proceed with the disposal of the following item:

VALLEY STREAM 24 TAG # - 002463

MACHINERY/DEVICE - Jordon Commercial Refrigerator Model SAV-40-T

25. BE IT RESOLVED, that the Board of Education hereby authorizes Valley Stream Union Free School District Twenty-Four to participate in the Nassau BOCES cooperative purchasing program for the provision of security services for the period commencing July 1, 2022 through June 30, 2023.

BE IT FURTHER RESOLVED that the Board of Education hereby authorizes the Board President to execute such agreement on behalf of the Board of Education.

26. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the use of the EBALR Reserver for the 2021-2022 accumulated sick leave payouts \$41,645.46.

XI. DISCUSSION- John Maier and Superintendent Sturz answered questions made by the public.

XII. AUDIENCE TO VISITORS - There were two questions submitted from Valley Stream residents, one by Mr. Cruz regarding LGBTQ and DEI, and the other by Mrs. Arroyo regarding Personnel.

XIII. ADJOURNMENT- Motion to adjourn the Business Meeting was at 7:58 PM was made by Armando Hernandez, seconded by Cynthia Nunez. Motion unanimously carried.

MINUTES

BOARD OF EDUCATION

VALLEY STREAM SCHOOL DISTRICT 24

WORK SESSION
MINUTES

WILLIAM L. BUCK SCHOOL

September 7, 2022

- 6:45 PM It is anticipated that the Board of Education will immediately entertain a motion to enter into executive session for purposes of discussing a personnel matter and contract matters.
- 7:30 PM Work Session reconvenes
-

I. Call to Order:

Motion to enter Executive Session at 6:45 PM by Armando Hernandez, seconded by Donna LaRocco. Executive Session concluded at 7:30 PM by Armando Hernandez, seconded by Donna LaRocco. Motion unanimously carried.

II. Informational Items:

Motion to enter Work Session at 7:30 PM by Armando Hernandez, seconded by Donna LaRocco. Work Session concluded at 8:00 PM by Armando Hernandez, seconded by Donna LaRocco. Motion unanimously carried.

III. Adjournment:

Motion to enter Executive Session at 8:00 PM by Armando Hernandez, seconded by Donna LaRocco. Work Session concluded at 9:34 PM by Armando Hernandez, seconded by Donna LaRocco. Motion unanimously carried.

AGREEMENT

This Agreement is entered into this 03 day of October 2022 (“Effective Date”), by and between Valley Stream Union Free School District 24 (hereinafter called “District”) with a primary business address located at 75 HORTON AVE, Valley Stream, New York, 11581, and Yale University acting by and through the Yale Center for Emotional Intelligence (hereinafter called “Yale”) with an office located at 350 George Street, New Haven, CT 06511. District and Yale may be referred to herein individually as a “Party” or collectively as the “Parties.”

WITNESSETH

WHEREAS, in furtherance of Yale University’s educational mission, the Yale Center for Emotional Intelligence undertakes to provide training and technical assistance services in its RULER approach to educational agencies and not-for-profit educational organizations for the purposes of promoting teacher and student social and emotional development in schools; and

WHEREAS, District desires to engage Yale in the provision of services described in the foregoing and Yale is willing to provide such services in accordance with the terms and conditions set forth below;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Services. During the term of this Agreement, Yale agrees to provide the authorized schools within District as specified in Exhibit B (collectively, the “Authorized Schools”) with certain training and technical assistance services as described in Exhibit A (Scope of Work) attached hereto (the “Services”). The Services shall be provided by Yale to District through an online learning platform located at www.ruler.novoed.com/traininginstitute (the “Platform”) in accordance with Exhibit A.
2. Consideration. In consideration for the Services to be provided hereunder, District agrees to pay Yale the sum of **\$19,000.00 USD**, payable as follows:

\$19,000.00 USD within thirty (30) days of full execution of this Agreement or fourteen (14) days before the scheduled start date of training, whichever is earlier. Yale, in its sole discretion, may immediately terminate this Agreement upon written notice to District for failure by District to make full payment by such due date.

Initial: \initial\

Payments shall be made to Yale University (Tax ID # 06-0646973) with a reference to “**Yale Child Study Center - Yale Center for Emotional Intelligence**” and sent to the following remittance address:

Yale Center for Emotional Intelligence
School Relations and Implementation Team
350 George Street
3rd Floor – Suite A352
New Haven, CT 06511

Or wired to:
Bank Name: Bank of America
100 West 33rd Street
New York, NY 10001

ABA Number: 026009593
SWIFT Number: BOFAUS3N
(international only)
Account Title: Yale University
Account Number: 0050296726

3. Term. This Agreement covers the period commencing from the Effective Date and, unless earlier terminated in accordance with this Agreement, shall continue in force and effect for two (2) years thereafter (the "Initial Term"). Upon the expiration of the Initial Term, the parties may agree to extend this Agreement in a separate writing executed by authorized representatives of the Parties hereto.

4. Termination. This Agreement shall remain in force and effect for the duration of the Initial Term, as may be extended pursuant to Section 3 above, unless sooner terminated as follows:

(a) Either Party may terminate this Agreement for any reason at any time forty-five (45) days' prior to the first training session via written notice to the other Party. Cancellations by District within forty-five (45) days of the scheduled date of Services will not be entitled to a refund of any fees paid hereunder;

(b) If either Party breaches any provision of this Agreement, and the breach is not cured within thirty (30) days after the other Party gives written notice of such breach, then such other Party may terminate this Agreement by giving written notice thereof to the breaching Party; and

(c) Yale shall have the right to terminate this Agreement immediately by providing written notice to District in the event District enters into bankruptcy, becomes insolvent, or is otherwise unable to pay its debts as they come due.

5. Effect of Termination. Upon expiration or termination of this Agreement, all licenses and rights granted by Yale hereunder shall terminate, and, Platform access will end, but the District or any Authorized Schools may continue to use copies of Training Materials in its possession or control as a result of this Agreement. No termination of this Agreement shall affect any liabilities of the Parties that may have accrued prior to the date of termination. To the extent any balance is due and remaining by District to Yale hereunder, such balance shall immediately become due and payable by District upon the date of expiration or termination hereof. The Parties shall have a continuing obligation after termination or expiration of this Agreement to comply with any provision hereof that by its sense and context is intended to survive expiration or termination hereof.

6. Notices. Any notices given under this Agreement shall be in writing and shall be deemed delivered when sent by first-class mail, postage prepaid, addressed to the Parties as follows:

District

Valley Stream Union Free School
District 24
75 HORTON AVE
Valley Stream, New York 11581

Yale University

Yale Center for Emotional Intelligence
350 George Street
New Haven, CT 06511
United States

7. Ownership of Training Materials.

(a) Copies of any and all manuals, posters, documentation, and other materials provided by Yale to District and/or the Authorized Schools pursuant to this Agreement, in any format and regardless of medium, including, without limitation, RULER resources (collectively, the "Training Materials") is and shall remain the sole and exclusive property of Yale. District acknowledges that the Training Materials are protected by United States copyright laws, and Yale holds and retains full intellectual property and proprietary rights, title and interest in and to all Training Materials (in whole or in part).

(b) Each Authorized School is permitted to make customizations of the Training Materials as necessary for the implementation of the RULER approach at its respective school provided that, and solely to the extent, District instructs and ensures that each such Authorized School uses the Training Materials and any and all such customized materials for such Authorized School's internal training purposes only and that all use by such Authorized School thereof will be limited solely to such Authorized School's administrators and educators at its school premises in accordance with the provisions of this Agreement. District hereby grants Yale the non-exclusive, perpetual, worldwide right to use and incorporate in Yale's sole discretion any and all such customized materials (in whole or in part) for the purposes of improving the Training Materials and furthering the goals and objectives of the RULER approach. Any copies or customizations of the Training Materials made permitted under this Agreement must include the copyright notice as follows:

"RULER Resource Materials. Copyright © 2013 Yale University. All Rights Reserved."

District agrees and acknowledges that, except as provided under this Agreement or expressly permitted in writing and in advance by Yale, neither District nor any Authorized School is authorized or licensed to reproduce, distribute, transmit, modify, translate, abridge, or otherwise use or create derivative works of the Training Materials, or any other copyrightable materials distributed to it by Yale hereunder, for any purpose, and Yale reserves all rights.

(c) District is prohibited from sharing or distributing Training Materials to, and conducting RULER staff development trainings with, any person or entity not currently employed by the Authorized Schools as an administrator or educator. No other third party is authorized to use the Training Materials for any purposes.

(d) District shall notify Yale of any infringement that may come to its and/or any Authorized School's attention and cooperate in good faith with Yale with respect to any responses to such infringement. Yale shall have the sole right to determine any appropriate response to infringement. Upon Yale's request, District will assist (and cause Authorized Schools to assist) Yale to protect, perfect, and enforce Yale's rights in the Training Materials, customizations thereto made by any Authorized Schools, and/or any other copyrightable materials distributed to District and/or any Authorized School by Yale hereunder. District agrees to take all appropriate action and to execute any and all documents, necessary, or reasonably requested by Yale, to establish, effectuate, and preserve Yale's rights with respect to any and all of the foregoing.

8. Publication of Results. In furtherance of Yale's mission to publish and disseminate knowledge, Yale and its faculty, employees and/or students may publish the results of the Services (including, without

limitation, anonymized results from any staff training feedback surveys conducted by Yale) without prior approval of District or the Authorized Schools. Yale shall have the final authority to determine the scope and content of any such publications or presentations made by its faculty, employees and/or students consistent with its policies and procedures.

9. **Use of Name.** Neither Party shall employ or use any name, logos, symbols or marks of the other Party in any press releases, marketing materials and/or advertising without the prior express written permission of such other Party. This restriction shall not include legally required disclosures by either Party that identifies the existence of this Agreement.

10. **Use of the Platform.** District agrees to be bound by and shall comply with all terms and conditions for use of the Platform communicated to District by Yale, including, but not limited, to: [ruler.online/terms](#). Except to the extent caused by Yale's gross negligence or willful acts, Yale shall not be responsible or liable to District and/or its employees, contractors, representatives and/or agents in connection with use of the Platform by any of the foregoing.

11. **Relationship of Parties.** The relationship of District and Yale established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of employment or agency, nor shall either Party's employees, contractors, agents, or representatives be considered the employees, contractors, agents, or representatives of the other Party. Nothing in this Agreement shall be construed to constitute the Parties as partners or joint venturers, or allow either of the Parties to create or assume any obligation on behalf of the other Party.

12. **Force Majeure.** Neither Party shall be liable for any failure to perform its obligations as required by this Agreement (other than obligations to make monetary payments) to the extent such failure to perform is caused by any reason beyond such Party's reasonable control, including, without limitation, any of the following: labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

13. **Insurance.** District shall procure and maintain for the term of this Agreement general liability insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such coverage shall act as primary insurance and no coverage of Yale shall be called upon to contribute to a loss. District will notify Yale of any significant change thirty (30) days prior to each such change.

14. **Responsibility.** District shall be fully responsible for its own negligent acts or omissions and the negligent acts or omissions of its and Authorized Schools' employees, contractors, agents and/or representatives, to the extent allowed by law. District represents and warrants that it will comply with all applicable laws, rules and regulations, it has full power and authority to enter into and perform its obligations under this Agreement, and the person who has executed this Agreement on behalf of the District has the authority to bind District.

15. **NO WARRANTIES.** DISTRICT EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES, PLATFORM, AND TRAINING MATERIALS IS AT THE SOLE RISK OF DISTRICT AND AUTHORIZED SCHOOLS. THE PLATFORM AND TRAINING MATERIALS ARE PROVIDED "AS IS" AND YALE MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE USE OR RESULTS OF THE SERVICES, PLATFORM AND/OR TRAINING MATERIALS; OR THE ACCURACY,

COMPLETENESS, PERFORMANCE, OWNERSHIP, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE FOREGOING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY YALE OR A YALE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO DISTRICT.

16. Limitation of Liability. Neither Party shall be liable for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for lost profits or business) suffered by the other Party or any others resulting from use of the Services, Platform and/or Training Materials, even if advised of the possibility of such damages. In no event shall Yale's total liability to District and Authorized Schools for all damages, losses, and causes of action (whether in contract, tort including negligence or otherwise) exceed the amount paid by District hereunder.

17. Assignment. Neither Party shall assign, transfer, or delegate this Agreement to any other person or entity, without the prior written consent of the other Party, and any purported assignment without such consent is null and void.

18. Severability. In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement that can be given effect without the invalid provision, and all such remaining provisions shall continue in full force and effect.

19. Entire Agreement; Amendments. This Agreement, together with Exhibits A and B attached hereto, which are fully incorporated herein and made a part hereof, constitutes the entire agreement between the Parties and supersedes all previous agreements, oral or written, between them with respect to its subject matter. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by an authorized signatory of each Party.

20. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

21. Controlling Law. This Agreement and its terms and conditions shall be governed by the laws of the State of Connecticut and it shall be interpreted in accordance with Connecticut law without regard to its conflicts of law provisions.

22. Similar Services. Nothing in this Agreement shall be construed to limit the freedom of Yale or its personnel from engaging in or contracting for the provision of similar services with any other parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

YALE UNIVERSITY

Signature: _____

Printed Name: Arnim Dontes

Title: Deputy Dean, YSM Finance and Administration

Date: _____

Read and acknowledged by:

YALE CENTER FOR EMOTIONAL INTELLIGENCE

Signature: *Nicole Elbertson*

Printed Name: Nicole Elbertson, M.Ed.

Title: Director of Content and Communications

EXHIBIT A

SCOPE OF WORK

Component	Description
<p>RULER Institute Online: Creating Emotionally Intelligent Schools (for up to 10* administrators and educators from each Authorized School)</p> <p><i>*Please note that any changes made to participant names or contact information within 10 days of the start of training will be charged \$100.00 per change.</i></p>	<p>Customized trainings are critical to the success and fidelity of RULER. The RULER Institute Online: Creating Emotionally Intelligent Schools will be held for up to 10 administrators and educators from each Authorized School. (We recommend that the team include one school administrator and at least two educators or mental health professionals at each Authorized School).</p> <p>(Year 1 only) The online institute will consist of six weeks of interactive training on the skills and tools of emotional intelligence, delivered by a team from the Yale Center for Emotional Intelligence via the Platform. The six-week institute will require one to two hours of participation per week for each team member.</p> <p>Please note: Program participants are responsible for informing their school or district of their completion of the RULER training program. Completion listings will not be provided by the Center.</p>
<p>RULER Implementation Coaching for Quality Assurance</p>	<p>Monitoring and supporting the quality of RULER implementation is essential for ensuring program fidelity, efficacy, and sustainability.</p> <p>Virtual group coaching sessions will be provided to trained School administrators and educators to support the implementation process, model RULER tools, debrief the RULER implementation process, and provide overall guidance and support.</p> <p>Follow-up electronic newsletters also will be sent to attendees of the RULER Institute Online: Creating Emotionally Intelligent Schools to support RULER rollout.</p>
<p>RULER Online Resources</p>	<p>(Year 1 and Year 2) Authorized School administrators and educators will have access via the Platform to online resources throughout both contract years following training, including videos, staff courses, activity guides, sample student lessons, and other resources to support the seamless integration of RULER into staff development, classroom instruction, and family engagement.</p>
<p>Classroom Implementation</p>	<p>(Year 1 and Year 2) Webinars via the Platform will be offered for authorized members of the District’s RULER Implementation Team. They will address</p>

Webinar

elementary, middle, and high school topics and provide overall guidance and support in the RULER implementation process.

EXHIBIT B

AUTHORIZED SCHOOLS

BROOKLYN AVENUE ELEM SCHOOL

Robert W. Carbonaro (V.S. #24)

WILLIAM L BUCK ELEM SCHOOL

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

This Agreement is entered into by and between 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, NY 11581 and the Board of Education of the Carle Place Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 168 Cherry Lane, Carle Place, New York.

WITNESSETH

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, 2022 through June 30, 2023, 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 Program ("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 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, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, 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 request of the SENDING DISTRICT, 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 with 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 CSE or CPSE, 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, and 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) and New York State Education Law Section 2-d.
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 such policies of Commercial General Liability, Malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars per occurrence subject to an annual aggregate of Three Million (\$3,000,000) Dollars.
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum A.M. 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 that includes 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 \$8,287.70 (K-6) and \$9,092.10 (7-12) per student per month. If applicable, the estimated tuition rate for a special education aide per month is\$_____.
 - 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 Six Hundred (\$600.00) Dollars, 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 Receiving District: Dr. Philip Molnar
Assistant Superintendent for Special Education
And Pupil Personnel
168 Cherry Lane
Carle Place, New York 11514

To Sending District: Dr. Robert Mueller
Valley Stream Union Free School District #24
75 Horton Avenue,
Valley Stream, NY 11581

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

RECEIVING DISTRICT

Name

Name

Signature

Signature

President, Board of Education

President, Carle Place Board of Education

Date

Date

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 20____ by and between the Board of Education of the **Valley Stream Union Free School District 24** (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581, and **Kids Learning Loft Applied Behavior Analysis Services, PLLC** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 305 Hillside Avenue, Williston Park, NY 11596.

A. TERM:

The term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive, unless terminated early as provided for in this Agreement. It is understood that the 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 CONSULTANT to the DISTRICT shall include, but not be limited to the following:
 - [See Appendix A]
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the 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. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT 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 execution of this Agreement, CONSULTANT 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 CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT 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 and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
14. 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.

15. 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).
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
- a. The CONSULTANT, 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.

CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and

subjects it to liability for damages, indemnification and all 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 CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the 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 DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE ATTACHED RATE SCHEDULE (Appendix B)

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT 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.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:

- a. Either the CONSULTANT or the 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 CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT 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 CONSULTANT 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. 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. CONSULTANT agrees to defend, indemnify and hold harmless the 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 CONSULTANT, 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. The DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, 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 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 District: Attn: Director of Pupil Services
 Superintendent of Schools
 Valley Stream Union Free School District 24
 75 Horton Avenue
 Valley Stream, New York 11581

To Consultant: Attn: Christine Vanni, Executive Director
 Kids Learning Loft Applied Behavior Analysis Services
 305 Hillside Avenue, Williston Park, NY 11596
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.

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

**KIDS LEARNING LOFT APPLIED
BEHAVIOR ANALYSIS SERVICES, PLLC**

**VALLEY STREAM UNION
FREE SCHOOL DISTRICT 24**

By: Christine Vanni
Co. Executive Director
Christine Vanni

By: _____
President, Board of Education

Date: 8/15/22

Date: _____

APPENDIX A

Kids Learning Loft Applied Behavior Analysis Services, PLLC

Scope of Services

Service Offered	Description of Service
Extended School Day / Social Skills	<ul style="list-style-type: none"> • Group programming to address individual social goals using ABA techniques
Behavior Consultation	<ul style="list-style-type: none"> • Classroom observation • Functional Behavior Assessment • Development of Behavior Intervention Program • Implementation of Behavior Intervention Program • Ongoing Behavior Intervention Plan Support • Staff training • Design and implementation of system-wide positive behavior support plans • CSE meetings
Applied Behavior Analysis (ABA)	<ul style="list-style-type: none"> • FBA • BIP Development • BIP Implementation • ABA program book • Assessments • ABA on-going direct work to support IEP goals • Spanish/Bilingual
Paraprofessional/ABA Aide	<ul style="list-style-type: none"> • Individual to work 1:1 with child and provide assistance implementing ABA program
Parent Training	<ul style="list-style-type: none"> • Group or Individual
Special Education Teacher	<ul style="list-style-type: none"> • Home Based Special Education Itinerant Services • Evaluations • CSE Meetings • Spanish/Bilingual
Workshops / Seminars / Staff Training	<ul style="list-style-type: none"> • Preventative Behavior Seminar/Workshops

APPENDIX B

Kids Learning Loft Applied Behavior Analysis Services, PLLC

2022-2023 Rates

Service	Rate
Behavior Consultation	Level 1 (BCBA) \$135.00 per 60 minutes
Behavior Consultation	Level 2 (Masters level) \$95.00 per 60 minutes
ABA Aide	\$75.00 per 60 minutes
Parent Training	\$135.00 per 60 minutes
ABA	\$95.00 per 60 minutes
Special Ed/SEIT	\$95.00 per 60 minutes
CSE Meeting	\$135.00 per 60 minutes
Extended Day/Social	\$60.00 per 60 minutes
Staff Training Seminars	\$135.00 per 60 minutes
Resource Room	\$75.00 per 60 minutes
Home Tutoring	\$75.00 per 60 minutes
Workshops/Seminars	\$135.00 per 60 minutes

AGREEMENT

THIS AGREEMENT made this 1st day of July, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 (hereinafter referred to as the "SENDING SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 50 Hungry Harbor Road, Valley Stream, New York 11581, and NORTH MERRICK UNION FREE SCHOOL DISTRICT (hereinafter referred to as "RECEIVING SCHOOL DISTRICT"), as the party of the second part, having its principal place of business for purposes of this Agreement at 1057 Merrick Avenue, North Merrick, New York 11566.

WITNESSETH:

WHEREAS, pursuant to Education Law, SENDING SCHOOL DISTRICT is authorized by law to contract with other public school districts for special education programs and services for students resident in its own district and in need of such services.

WHEREAS, SENDING SCHOOL DISTRICT desires that RECEIVING SCHOOL DISTRICT provide instruction to the students enrolled in the program operated by RECEIVING SCHOOL DISTRICT; and

WHEREAS, RECEIVING SCHOOL DISTRICT warrants that it has reviewed the individualized education program ("IEP") of each pupil to be enrolled in its program, and represents that it will provide the level of services identified in the IEP to meet the needs of such children; and

WHEREAS, RECEIVING SCHOOL DISTRICT is capable of and willing to provide the within services to SENDING SCHOOL DISTRICT.

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**: The term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive, unless terminated early as provided for in this Agreement. It is understood that SENDING SCHOOL DISTRICT is under no obligation to renew this Agreement upon its expiration.
2. **SCOPE OF SERVICES**: During the term of this Agreement, the services to be provided by RECEIVING SCHOOL DISTRICT shall include, but not be limited to the following:
 - a. Instructional Services
 - b. Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
 - c. RECEIVING SCHOOL DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by SENDING SCHOOL DISTRICT in writing.

- d. All services provided by RECEIVING SCHOOL 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 SENDING SCHOOL DISTRICT to RECEIVING SCHOOL DISTRICT upon any modification of a student's IEP.
- e. RECEIVING SCHOOL 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.
- f. RECEIVING SCHOOL 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 SENDING SCHOOL DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
- g. RECEIVING SCHOOL DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. RECEIVING SCHOOL 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.
- h. Upon the execution of this Agreement, RECEIVING SCHOOL 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 RECEIVING SCHOOL DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, RECEIVING SCHOOL DISTRICT shall immediately notify SENDING SCHOOL DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- i. RECEIVING SCHOOL DISTRICT shall comply with all applicable policies of RECEIVING SCHOOL DISTRICT while providing services pursuant to this Agreement.
- j. RECEIVING SCHOOL DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
- k. RECEIVING SCHOOL DISTRICT will work cooperatively with SENDING SCHOOL DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). RECEIVING SCHOOL DISTRICT shall make relevant personnel available to participate in meetings of SENDING SCHOOL DISTRICT's Committee on Special Education (CSE), where appropriate,

upon reasonable prior notice to RECEIVING SCHOOL DISTRICT of such meetings.

- l. RECEIVING SCHOOL 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. SENDING SCHOOL DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by RECEIVING SCHOOL DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
- m. 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.
- n. 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).
- o. SENDING SCHOOL DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for RECEIVING SCHOOL DISTRICT to provide services pursuant to this Agreement.
- p. SENDING SCHOOL DISTRICT shall obtain releases or other legal documents necessary for RECEIVING SCHOOL DISTRICT to render full reports concerning the education and progress of the student(s) to SENDING SCHOOL DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
- q. Upon reasonable prior written notice, RECEIVING SCHOOL DISTRICT shall be subject to visitation by SENDING SCHOOL DISTRICT and/or its designated representatives during the normal business hours of RECEIVING SCHOOL DISTRICT.

- r. 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, RECEIVING SCHOOL DISTRICT shall promptly give written notice of same to SENDING SCHOOL DISTRICT.

3. **PAYMENT SCHEDULE:**

- a. In full consideration for the services to be rendered by RECEIVING SCHOOL DISTRICT to SENDING SCHOOL DISTRICT for the period of this Agreement, upon presentment of an invoice by RECEIVING SCHOOL DISTRICT, SENDING SCHOOL DISTRICT will pay to RECEIVING SCHOOL DISTRICT for each child the tuition rate set by the State Education Department. If the tuition rates for this school year are not available at the beginning of that school year, SENDING SCHOOL DISTRICT shall, as set by the State Education Department, pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that RECEIVING SCHOOL DISTRICT will be paid in accordance with the rates applicable to that current school year.
- b. SENDING SCHOOL DISTRICT shall be responsible for the payment of the tuition for as long as the student is enrolled in RECEIVING SCHOOL DISTRICT's program.

4. **INVOICE DUE ON MONTHLY BASIS:** RECEIVING SCHOOL DISTRICT will submit an invoice for services rendered on a monthly basis, and payment to RECEIVING SCHOOL DISTRICT shall be made within thirty (30) days from receipt of invoice from RECEIVING SCHOOL DISTRICT. SENDING SCHOOL DISTRICT shall give RECEIVING SCHOOL DISTRICT 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 SENDING SCHOOL DISTRICT's rights or prevent SENDING 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:** All employees of RECEIVING SCHOOL DISTRICT shall be deemed employees of RECEIVING SCHOOL DISTRICT for all purposes and RECEIVING SCHOOL DISTRICT alone shall be responsible for their work, personal conduct, direction, and compensation. RECEIVING SCHOOL DISTRICT acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT is retained by SENDING SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SENDING SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. RECEIVING SCHOOL DISTRICT shall not be considered as having employee status and shall not be entitled to participate in any of SENDING SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, RECEIVING SCHOOL DISTRICT, 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 SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. RECEIVING SCHOOL DISTRICT 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. RECEIVING SCHOOL DISTRICT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SENDING SCHOOL DISTRICT and its employees.

6. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. RECEIVING SCHOOL DISTRICT and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.
- b. In the event the performance of RECEIVING SCHOOL DISTRICT's services is rendered impossible or delayed by events beyond the control of parties, including but not limited to: war, social unrest, labor dispute, act of God, public health emergency, epidemic, pandemic, weather conditions, or regulations or restrictions imposed by any government or governmental agency, SENDING SCHOOL DISTRICT shall not be liable for the payment of tuition to RECEIVING SCHOOL DISTRICT. Notwithstanding the foregoing, in the event RECEIVING SCHOOL DISTRICT continues to provide services to SENDING SCHOOL DISTRICT's students, SENDING SCHOOL DISTRICT will continue to make payment to RECEIVING SCHOOL DISTRICT.

7. SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: SENDING SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to tuition and related service costs. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by SENDING SCHOOL DISTRICT, in accordance with section 175.6 of the Regulations of the Commissioner of Education.

8. COMPLIANCE WITH LAW: RECEIVING SCHOOL DISTRICT understands and agrees that 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. RECEIVING SCHOOL DISTRICT shall adhere to all requirements and protocols as established by SENDING SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. RECEIVING SCHOOL DISTRICT further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SENDING SCHOOL DISTRICT. In the event that RECEIVING SCHOOL DISTRICT utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, SENDING SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

9. **REPORTS OF STUDENTS:** RECEIVING SCHOOL DISTRICT shall obtain whatever releases or other legal documents that are necessary in order that RECEIVING SCHOOL DISTRICT may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on RECEIVING SCHOOL DISTRICT. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

10. **REPORTS TO STATE:** RECEIVING SCHOOL DISTRICT hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for SENDING SCHOOL DISTRICT to terminate this Agreement. RECEIVING SCHOOL DISTRICT agrees to provide the State access to all relevant records which the State requires to determine either RECEIVING SCHOOL DISTRICT's or SENDING SCHOOL DISTRICT's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. RECEIVING SCHOOL DISTRICT agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

11. **REPORTS TO SCHOOL DISTRICT:** RECEIVING SCHOOL DISTRICT hereby agrees to furnish written reports of each pupil's progress to SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT will render such reports to SENDING SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SENDING SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. RECEIVING SCHOOL DISTRICT shall provide such additional information concerning the pupil's progress as may be required by SENDING SCHOOL DISTRICT.

12. **COMMISSIONER VISITS:** RECEIVING SCHOOL DISTRICT shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

13. **AUTHORIZATION OF SCHOOL DISTRICT:** RECEIVING SCHOOL DISTRICT shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SENDING SCHOOL DISTRICT.

14. **STUDENT REMOVAL:** SENDING SCHOOL DISTRICT shall have the right to add or remove a child from the program/services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

15. **STUDENT DISCIPLINE:** RECEIVING SCHOOL DISTRICT agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.

16. **STUDENT TRANSPORTATION:** SENDING SCHOOL DISTRICT shall be responsible for providing all students covered by this Agreement with transportation to and from school.

17. **STUDENT PRESCRIPTIONS:** Where applicable, SENDING SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to RECEIVING SCHOOL DISTRICT. SENDING SCHOOL DISTRICT shall forward copies of these prescriptions to RECEIVING SCHOOL DISTRICT upon its written request.

18. **ATTENDANCE RECORDS:** RECEIVING SCHOOL DISTRICT shall maintain monthly attendance records which shall be submitted to SENDING SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

19. **TERMINATION:**

- a. This Agreement may be terminated by either party upon seven (7) days' written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to RECEIVING SCHOOL DISTRICT for services rendered. RECEIVING SCHOOL DISTRICT will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that RECEIVING SCHOOL DISTRICT'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 SENDING SCHOOL DISTRICT must be completed by RECEIVING SCHOOL DISTRICT within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SENDING SCHOOL DISTRICT in the event of a material breach by RECEIVING SCHOOL DISTRICT, upon three (3) days' written notice from SENDING SCHOOL DISTRICT to RECEIVING SCHOOL DISTRICT.

20. **HIPAA and FERPA ACKNOWLEDGMENT:** 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") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

21. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, RECEIVING SCHOOL DISTRICT hereby agrees to effectuate the naming of SENDING SCHOOL DISTRICT as an additional insured on RECEIVING SCHOOL DISTRICT's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- b. The policy naming SENDING SCHOOL DISTRICT as an additional insured shall:
 - i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.
 - ii. state that RECEIVING SCHOOL DISTRICT's coverage shall be primary and non-contributory coverage for SENDING SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SENDING SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SENDING SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by RECEIVING SCHOOL DISTRICT that are covered by the liability policies.
- e. At SENDING SCHOOL DISTRICT's request, RECEIVING SCHOOL DISTRICT shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, RECEIVING SCHOOL DISTRICT will provide a copy of the policy endorsements and forms.
- f. RECEIVING SCHOOL DISTRICT agrees to indemnify SENDING SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
 - i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.
 - ii. **Automobile Liability:**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave 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.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

- iv. **Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of RECEIVING SCHOOL DISTRICT performed under the contract for SENDING SCHOOL DISTRICT. 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 years following the completion of work.
 - v. **Umbrella/Excess Insurance:**
\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.
- h. RECEIVING SCHOOL DISTRICT acknowledges that failure to obtain such insurance on behalf of SENDING SCHOOL DISTRICT constitutes a material breach of contract. RECEIVING SCHOOL DISTRICT is to provide SENDING SCHOOL 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 SENDING SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SENDING SCHOOL DISTRICT.
 - i. SENDING SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). RECEIVING SCHOOL DISTRICT further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SENDING SCHOOL DISTRICT but also NYSIR, as SENDING SCHOOL DISTRICT's insurer.

22. **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 by 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 two (2) days after mailing. Notice shall be delivered or mailed to:

Valley Stream Union Free School District #24
50 Hungry Harbor Road
Valley Stream, New York 11581
Attn: Director of Pupil Services

North Merrick Union Free School District
1057 Merrick Avenue
North Merrick, New York 11566
Attn: Assistant to the Superintendent for Pupil Personnel Services & Special Education

23. **ASSIGNMENT OF AGREEMENT:** Neither party shall assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.

24. **DISCRIMINATION PROHIBITED:** Neither SENDING SCHOOL DISTRICT nor RECEIVING SCHOOL DISTRICT will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, 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 their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

25. **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 Suffolk, 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.

26. **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.

27. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SENDING SCHOOL DISTRICT and RECEIVING SCHOOL DISTRICT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

28. **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.

29. **REPRESENTATIONS AND WARRANTIES:** Both parties represent and warrant: 1) that they have 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 both parties have not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

30. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

31. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective

unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

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

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

NORTH MERRICK UNION FREE SCHOOL
DISTRICT

Date: _____

By: _____

VALLEY STREAM UNION FREE SCHOOL
DISTRICT #24

Date: _____

By: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 12 day of September 2022 by and between the Board of Education of the **Valley Stream Union Free School District 24** (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581, and **Kids First Evaluation & Advocacy Center, Inc.** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 718 The Plain Rd., Westbury, NY 11590.

A. TERM:

The term of this Agreement shall be from July 1, 2022 through June 30, 2023, inclusive, unless terminated early as provided for in this Agreement. It is understood that the 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 CONSULTANT to the DISTRICT shall include, but not be limited to the following:
 - **Speech Therapy**
 - **Occupational Therapy**
 - **Physical Therapy**
 - **Behavior Intervention Services**
 - **Resource Room**
 - **Counseling**
 - **ABA Services**
 - **Consultation**
 - **Evaluations**
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the 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. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT 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 execution of this Agreement, CONSULTANT 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 CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT 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 and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to

examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.

14. 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.
15. 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).
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
 - a. The CONSULTANT, 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.

CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all 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 CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the 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 DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE ATTACHED FEE SCHEDULE

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.

4. The DISTRICT shall give the CONSULTANT 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.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:

- a. Either the CONSULTANT or the 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 CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT 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 CONSULTANT 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. 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. CONSULTANT agrees to defend, indemnify and hold harmless the 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 CONSULTANT, 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. The DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, 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 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 District: Dr. Robert Mueller
Director of Pupil Services
Valley Stream School District 24
50 Hungry Harbor Road
Valley Stream, New York 11581
- To Consultant: Dr. Dawn Plumitallo
Program Director
Kids First Evaluation & Advocacy Center, Inc.
718 The Plain Road
Westbury, New York 11590
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.

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

VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____
BOE President

KIDS FIRST EVALUATION &
ADVOCACY CENTER, INC.

Date: 9/12/22

By: Dawn Plumitallo, Ph.D.
Dawn Plumitallo, Ph.D., Program Director

KIDS FIRST EVALUATION & ADVOCACY CENTER INC.

Comprehensive Services for Infants, Children, & Adults

Executive Offices

718 The Plain Rd
Westbury, New York 11590
Office: (516) 333-1236
Fax: (516) 333-0496

Suffolk County Office

1014 Grand Blvd.
Deer Park, New York 11729
Office: (631) 243-1765
Fax: (631) 243-3716

CSE Rate Sheet

The Agency will bill the School District the following rate for professional services rendered by therapists placed by the Agency:

Individual Therapy Rates

Monolingual

Individual 30 minute sessions	\$55.00
Individual 40 minute sessions	\$75.00
Individual 60 minute sessions	\$105.00

Group Therapy Rates

Monolingual

Group 30 minute sessions (1 to 3 students)	\$103
Group 40 minute sessions (1 to 3 students)	\$155
Group 60 minute sessions (1 to 3 students)	\$195

Evaluations

	<u>Monolingual</u>	<u>Bilingual</u>
Psychological Evaluations	\$510.00	\$610.00
Diagnostic Evaluations	\$550.00	
Social History Evaluations	\$125.00	\$225.00
Speech Evaluations	\$350.00	\$450.00
Educational Evaluations	\$350.00	\$450.00
Occupational Therapy Evaluations	\$350.00	\$450.00
Physical Therapy Evaluations	\$350.00	\$450.00

Teaching Assistant	\$35.00
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AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and CARYL ORIS, M.D. (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 45 North Station Plaza, Great Neck, New York 11021.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for the provision of related services for its students with handicapping conditions; and

WHEREAS, SERVICE PROVIDER is in the business of providing psychiatric evaluations services; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide related services to designated students pursuant to the Individualized Education Program(s) ("IEP") developed for the student(s) by the CSE; and

WHEREAS, SERVICE PROVIDER warrants that she has reviewed the individualized education program ("IEP") and/or the 504 accommodation plan of each pupil serviced by her, and represents that she will provide the level of services identified in the IEP to meet the needs of such children with handicapping conditions; and

WHEREAS, SERVICE PROVIDER is capable of and willing to provide the within services to SCHOOL DISTRICT;

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 July 1, 2022 to June 30, 2023, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide the following services, consisting of, but not limited to the following:
 - a. **Psychiatric Evaluation (including written report)**
 - b. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with the Director of Pupil Services.
 - c. All services shall be provided in strict compliance with the student's IEP.

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 at the rate set forth in Appendix A.

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 time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. 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:** All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that she will not hold herself, her 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 her relationship to SCHOOL DISTRICT shall, during the periods of her 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, her 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 her 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. **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.

8. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and her employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, her employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.

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

10. LICENSE AND AUTHORIZATION: SERVICE PROVIDER warrants that she is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that she will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. COMPLIANCE WITH LAW: SERVICE PROVIDER understands and agrees that she 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. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited

to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to SCHOOL DISTRICT. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT's verification of such individual's clearance status. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

13. **REPORTS OF STUDENTS:** SERVICE PROVIDER will request whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for requesting such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be cancelled forthwith in regard to such child for whom such releases are not submitted.

14. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished by the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil as may be required by SCHOOL DISTRICT.

15. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

16. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

17. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, her 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.

18. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

19. **STUDENT PRESCRIPTIONS:** Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon her written request.

20. **TERMINATION:**

- a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days written notice to SERVICE PROVIDER. 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.

21. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that she, her employees and/or her contractors are not excluded from participation, and is 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.

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants she will, at a minimum, check monthly all of her employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and
- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor 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.

22. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

- a. SERVICE PROVIDER, her employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, her 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. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, her employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, her employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
- b. SERVICE PROVIDER acknowledges that she may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that she shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that she is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and she shall:
 - i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
 - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in her custody; and
 - iv. use encryption technology to protect data while in motion or in her custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.

- c. SERVICE PROVIDER further understands and agrees that she is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").
- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
 - i. the exclusive purposes for which the student data will be used;
 - ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;
 - iii. that student data will be returned or destroyed upon expiration of the Agreement;
 - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
 - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.
- f. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$10 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law, section 899-aa(6)(a).

- g. Except as set forth in paragraph (f) above, in the event SERVICE PROVIDER violates Education Law 2-d, said violation shall be punishable by a civil penalty of up to \$1,000. A second violation involving the same data shall be punishable by a civil penalty of up to \$5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to \$10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law section 899-aa(6)(a).
- h. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from her breach of the within confidentiality and data security and privacy standards provision.

Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

23. **HIPAA and FERPA ACKNOWLEDGMENT:** 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") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

24. **HIPAA COMPLIANCE:**

- a. **Definitions:** Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 C.F.R. sections 160.103 and 164.501.
 - i. **Business Associate.** "Business Associate" shall mean SCHOOL DISTRICT.
 - ii. **Covered Entity.** "Covered Entity" shall mean SERVICE PROVIDER.
 - iii. **De-identify/De-identified.** "De-identify/De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual.
 - iv. **Designated Record Set.** "Designated Record Set" shall mean the enrollment, payment, claims adjudication and case or medical management record maintained by or for a health plan.

- v. Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.
- vi. Disclosing Party. "Disclosing Party" means the party that is disclosing information to another party pursuant to this Agreement.
- vii. HHS. "HHS" shall mean the United States Department of Health and Human Services.
- viii. HIPAA. "HIPAA" shall mean Title II, subtitle F ("Administrative Simplification") of the Health and Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 (Aug. 21, 1996), enacting sections 1171-1179 of the Social Security Act, as well as implementing regulations adopted by HHS pursuant to HIPAA.
- ix. Identifying Characteristic. Includes, but is not limited to, all of the following, as well as any other unique information: name, address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; medical record number; Medicaid and Medicare numbers health plan beneficiary number; account number; certificate/license number; serial number of a vehicle or other device; internet URL; internet protocol ("IP") address, biometric identifiers, including voice prints and photographic images.
- x. Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. section 164.502(g).
- xi. Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).
- xii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

- xiii. Protected Health Information. "Protected Health Information" or "PHI" means any information which identifies or could reasonably be believed to identify an individual, which in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not de-identified with respect to any individual who is the subject of the information, limited to the information created or received by Business Associate from or on behalf Covered Entity.
- xiv. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- xv. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- xvi. Treatment, Payment and Healthcare Operations. "Treatment, Payment and Healthcare Operations" shall have the same meaning as in 45 CFR § 164.501.
- xvii. Use. The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of information within the Contractor organization.

b. **Obligations of SCHOOL DISTRICT:**

- i. SCHOOL DISTRICT agrees to disclose PHI to SERVICE PROVIDER upon its own volition, upon SERVICE PROVIDER's request, or upon the request of a third party if such disclosure is permissible by law, so that SERVICE PROVIDER may provide the agreed to services to or on behalf of SCHOOL DISTRICT, unless SCHOOL DISTRICT otherwise objects to the disclosure, or SERVICE PROVIDER is no longer providing the services to SCHOOL DISTRICT.
- ii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees contractors and agents do not use PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 ("Privacy Standards") if used by SERVICE PROVIDER, except that SCHOOL DISTRICT may use PHI (a) for SCHOOL DISTRICT's proper management and administrative services, or (b) to carry out the legal responsibilities of SCHOOL DISTRICT.
- iii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees, contractors, and agents do not disclose PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Privacy Standards if disclosed by SERVICE PROVIDER, except that SCHOOL DISTRICT may disclose PHI in a manner permitted pursuant to this

Agreement or as required by law. To the extent SCHOOL DISTRICT discloses PHI to a third party, SCHOOL DISTRICT must obtain, prior to making any such disclosure: (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (b) an agreement for such third party to immediately notify SCHOOL DISTRICT of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

- iv. SCHOOL DISTRICT agrees that it will implement the necessary safeguards required by law to prevent the use of disclosure of PHI.
- v. SCHOOL DISTRICT shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by SCHOOL DISTRICT, its officers, directors, employees, contractors, or agents, or by a third party to which SCHOOL DISTRICT disclosed PHI pursuant to paragraph "4" above, (i) report any such disclosure to SERVICE PROVIDER and (ii) mitigate to the extent practicable any harmful effect that is known to SCHOOL DISTRICT or a use or disclosure of PHI by SCHOOL DISTRICT in violation of the requirements of this Agreement.
- vi. In the event that SCHOOL DISTRICT shall enter into an Agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER, SCHOOL DISTRICT agrees to include in the terms and provisions of such Agreement that such Agreement or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to SCHOOL DISTRICT pursuant to this Agreement with respect to such PHI.
- vii. Within ten (10) days of a request by a Practice for access to PHI about an individual contained in a Designated Record Set, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. Any denials of access to the PHI requested shall be the responsibility of SERVICE PROVIDER.
- viii. Within ten (10) days of receipt of a request from SERVICE PROVIDER for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), SCHOOL DISTRICT shall provide such information to SERVICE PROVIDER for amendment and incorporate any such amendments in the PHI as required.

- ix. Within ten (10) days of notice by SERVICE PROVIDER to SCHOOL DISTRICT that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such information as is in SCHOOL DISTRICT's possession that SERVICE PROVIDER is required to provide in such an accounting. At a minimum, SCHOOL DISTRICT shall provide SERVICE PROVIDER with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, disclosed; and (c) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that the request for an accounting is delivered directly to SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. It shall be SERVICE PROVIDER's responsibility to prepare and deliver any such accounting requested. SCHOOL DISTRICT hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this paragraph.
- x. SCHOOL DISTRICT hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER available to the Secretary of the Department of Health and Human Services for purposes of determining SERVICE PROVIDER's and SCHOOL DISTRICT's compliance with the Privacy Standards.

c. **Obligations of Service Provider:**

- i. SERVICE PROVIDER agrees to maintain the confidentiality of any PHI provided to her by SCHOOL DISTRICT in accordance with all applicable Federal, State, and local laws, rules and regulations in addition to the following. Nothing in this provision shall be construed as limiting or prohibiting SERVICE PROVIDER from releasing PHI regarding the student treated to the student and/or the student's guardian.
- ii. SERVICE PROVIDER represents and warrants that she will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by the SCHOOL DISTRICT.
- iii. SERVICE PROVIDER represents and warrants that if she uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, she will do so only in an amount that is the minimum necessary and only to the minimum number of individuals necessary to obtain the purpose of the services being rendered to or on behalf of SCHOOL DISTRICT.

- iv. SERVICE PROVIDER agrees that no finding, listing, or information derived from the PHI, with or without identifiers, may be released if such finding, listing, or information contains any combination of data elements that might allow the deduction of the individual's identity without first obtaining written authorization from SCHOOL DISTRICT.
- v. SERVICE PROVIDER shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that she receives from SCHOOL DISTRICT and to prevent individuals not involved in performing the services that she provides to SCHOOL DISTRICT from using or accessing the PHI.
- vi. SERVICE PROVIDER may use the PHI as necessary for the proper management and administration of SERVICE PROVIDER and or permitted by law to carry out her legal responsibilities, if: (a) disclosure is required by law.
- vii. SERVICE PROVIDER shall not request SCHOOL DISTRICT to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SERVICE PROVIDER.

d. **Relationship to Individuals Who Are Subject of Information:**

- i. SERVICE PROVIDER agrees that SCHOOL DISTRICT and the applicable individual retain all ownership rights to the PHI and SERVICE PROVIDER does not obtain any right, title or interest to the PHI furnished by SCHOOL DISTRICT, except as the SERVICE PROVIDER is required to maintain records in accordance with the laws and standards that govern its profession.
- ii. SERVICE PROVIDER agrees to comply with all lawful requests of individuals, who are subjects of the PHI, to permit access to inspect and obtain a copy of the PHI about the individual that is subject to this Agreement, as required by law, within thirty (30) days of such request.
- iii. SERVICE PROVIDER agrees to make PHI available for amendment and to incorporate any amendments or corrections to an individual's PHI upon request by SCHOOL DISTRICT in accordance with applicable law.
- iv. SERVICE PROVIDER agrees to make available the information required to provide an accounting of disclosures in accordance with applicable law.

- e. **Request for Information:** SERVICE PROVIDER agrees that she will use all reasonable efforts to limit its request for PHI to the minimum amount necessary to achieve the purpose for which the request is being made. In addition, SERVICE PROVIDER agrees to make her internal practices, books, records and information related to the use and disclosure of information available to the Department of

Health and Human Services for review, upon request of the Secretary of that Department, to the extent that such is required by law.

- f. **Chain of Trust:** If any information is transmitted electronically between SERVICE PROVIDER and SCHOOL DISTRICT, the parties agree to electronically exchange information and to protect the transmitted information as required by HIPAA. The parties acknowledge that they are required to, and depend upon each other to maintain the integrity and confidentiality of the transmitted information.

25. **INDEMNIFICATION and HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL 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 act, omission, error, recklessness or negligence of SERVICE PROVIDER, her 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.

26. **INSURANCE:**

- a. 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 additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall:
- i. be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
 - ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.

g. Required Insurance:

i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/ \$2,000,000 aggregate with coverage for sexual misconduct.

ii. **Automobile Liability:**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave 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.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

iv. **Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. 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 years following the completion of work.

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

h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. SERVICE PROVIDER is to provide SCHOOL 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 SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SCHOOL DISTRICT.

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

27. **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 by 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 two (2) days after mailing. Notice shall be delivered or mailed to:

Caryl Oris, M.D.
45 North Station Plaza
Great Neck, New York 11021

Valley Stream Union Free School District 24
75 Horton Avenue
Valley Stream, New York 11581
Attn: Director of Pupil Services

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

29. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, 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, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

30. **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 Suffolk, 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.

31. **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.

32. **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. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

33. **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.

34. **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.

35. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

36. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

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: _____

Date: 8/26/22

By: Caryl Oris

CARYL ORIS, M.D.

APPENDIX A

Caryl Oris, M.D.

2022-2023 Rates

SERVICE	RATE
Psychiatric Evaluation (including written report)	\$1,400.00 per evaluation

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made this First day of July 2021, by and between the Valley Stream U.F.S.D # 24 as trustee of the union free school district, town of Hempstead county of Nassau party of the first part, and Lawrence Public Schools as trustee of union free school district, town of Lawrence, county of Nassau, New York, part of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in union free school district of Nassau, New York to begin on July 1, 2021 and to end June 30, 2022.

Now, Therefore, the said party of the first part hereby agrees to pay to the party of the second part the sum of \$382.11 per student for health and welfare services to be provided under section 912 children residing in said union free school district, and attending nonpublic schools in said union free school district town of Lawrence, county of Nassau, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

1. *That the health and welfare services provided under section 912 shall consist of the following:

Nurse Services
School Psychological Services
School Social Work Services

...Such services may include, but are not limited to all services performed by a nurse, school psychologist, and school social worker or and may also include dental prophylaxis vision and hearing tests, the taking of medical histories and the administration of health screening tests, the maintenance of cumulative health records and the administration of emergency care programs for ill or injured pupils....

2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school:

Supplies and equipment for use by school nurse-teacher, psychologist, and Social Worker, (i.e., Scales, Vision and hearing testing devices, Health record forms, First-aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the (district) superintendent of schools.

In Witness Whereof, the parties have hereunto set their hands the day and year above written.



Lawrence Public School
Dr. Ann Pedersen, Superintendent

Valley Stream U.F.S.D # 24
(Trustee or President of
Board of Education)

SPECIAL EDUCATION SERVICES

This Agreement is entered into this _____ day of ----- by and between the Board of Education of **VALLEY STREAM UFSD #24**(hereinafter the "**DISTRICT OF RESIDENCE**"), having its principal of business for the purpose of this Agreement **75 Horton Avenue, Valley Stream, NY**, and the Board of Education of the **Lawrence Union Free School District** (hereinafter the ("**DISTRICT OF LOCATION**"), having its principal of business for the purpose of this Agreement at **P.O. Box 477, Lawrence, NY 11559**.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; AND

WHEREAS, the DISTRICT OF LOCATION 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 September 2020 through June 2021 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES:**

1. The DISTRICT OF LOCATION shall develop an individualized education program (IEP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IEP.

A student(s) and/or services may be added or deleted from the attached Schedule "A" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

2. The DISTRICT OF LOCATION represents and warrants that services to Students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. **COMPENSATION:**

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

2. The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION, a written notice disputing the invoice within forty-five (45) business days of receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. **TERMINATION:**

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services for the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

E. **MISCELLANEOUS:**

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

To DISTRICT OF RESIDENCE

VALLEY STREAM UFSD #24

75 Horton Avenue

Valley Stream, NY 11582

To DISTRICT OF LOCATION

LAWRENCE UFSD

P.O. BOX 477

LAWRENCE, NY 11559

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

3. 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.

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

5. 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.

6. This Agreement, along with the attached Schedule "A", is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written; agreement, proposals, understanding, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

7. Except for Schedule "A", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.

9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sol right to enforce its terms.

10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE

Valley Stream UFSD #24

DISTRICT OF LOCATION LAWRENCEUFSD

LAWRENCE UFSD

By: _____

Title:

Date _____



Dr. Ann Pedersen , Superintendent

Date 8/11/22