

**LAWRENCE UNION FREE SCHOOL DISTRICT  
BOARD OF EDUCATION  
LAWRENCE, NEW YORK**

Annual Organizational Meeting  
Lawrence High School Cafeteria  
Thursday, July 13, 2023, 8:00 p.m.

**AGENDA**

**I CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**II. APPOINTMENTS**

- A. Appointment of Temporary Chairperson for the Purpose of Electing Board Officers
- B. Election of Officers for 2023-2024/Oath of Faithful Performance in Office
- C. Schedule of Annual Appointments ([Enclosure](#))

**III. DISTRICT DESIGNATIONS & APPROVALS - 2023-2024**

- A. Official Depositories of District Funds (In accordance with General Municipal Law, §10, all banking institutions listed will have a maximum investment Level, not to exceed the general fund budget).

**RESOLVED**, that the following banks be designated as depositories of the Lawrence Union Free School District:

- 1. TD Bank
- 2. J.P. Morgan Chase Bank
- 3. NYClass
- 4. TD Wealth

- B. Payroll Account

**BE IT RESOLVED**, that pursuant to §1720 of the Education Law of New York, checks on the Payroll Account may be signed manually or by machine by the Treasurer signing alone; and **BE IT FURTHER RESOLVED**, that in the absence or inability of the Treasurer, the Deputy Treasurer or the Board President are authorized to sign.

- C. District Funds Other Than Payroll

**RESOLVED**, that pursuant to §2130 of the Education Law of New York, District funds in said depositories are subject to withdrawal on checks signed by the Treasurer;

**BE IT FURTHER RESOLVED**, in the absence or inability of the Treasurer, the Deputy Treasurer or the Board President are authorized to sign checks.

- D. All Accounts

**RESOLVED**, that all signatures may be signed manually or by machine; and

**BE IT FURTHER RESOLVED**, that the Account Clerk be authorized to initiate and process the wiring of funds from Lawrence Union Free School District accounts designated within and between the following approved depositories; Finance Manager, Gas Cards, Health Source Group, J.J. Stanis & Co. Inc., JOVIA, Liberty (Water Company), LightPath, National Grid, NY Class, NYSLRS & TRS (Office of the Comptroller), Peninsula Public Library, PSEGLI, Quadient U.S. Postal Service, TD Wealth, Triad Group LLC, US Omni Group, U.S. Postage Account, Verizon, Whitsons.

- E. Resolution Authorizing Wire Transfers  
**RESOLVED**, that pursuant to §1720 of the Education Law of New York, the Payroll Clerk be authorized to transfer funds electronically to make transfers for the payment of withholding taxes to the Electronic Federal Tax Payment System (EFTPS) & NYS PromptTax.
- F. Resolution Authorizing Advance Payments for Public Utility Services  
**RESOLVED**, that in accordance with New York Education Law §1724(3) the Board of Education of the Lawrence Union Free School District hereby authorizes payments in advance of audit of claims for public utility services; and  
**FURTHER BE IT RESOLVED**, that all such claims shall be presented at the next Regular Board Meeting for audit, and the claimant and the officer incurring or approving the same shall be jointly and severally liable for any amount disallowed by the Board of Education.  
**Electric** – PSEGLI  
**Gas** – National Grid & BP  
**Heating Oil** – United Metro Energy Corp  
**Payroll Deductions**- Vendors (IRS, Onmi, etc.)  
**Postage** – Quadient U.S. Postal Service  
**Telephone** – Verizon, LightPath  
**Water** – Liberty  
**Insurance** - NYSHIP and other related school insurances
- G. Investing District Funds  
**RESOLVED**, that the Treasurer or in the absence of the Treasurer, the Deputy Treasurer and/or the Assistant Superintendent for Business and Operations, is hereby authorized to invest District funds pursuant to §1723-a of the Education Law of New York.
- H. Resolution Authorizing Dishonored Check Fee  
**WHEREAS**, the District incurs significant expenses when a tendered payment of account is dishonored by a bank or depository institution; and  
**WHEREAS**, General Municipal Law §85 and General Obligations Law §5-328 authorize municipal corporations to impose a service charge of up to \$20.00 for dishonored checks;  
**NOW, THEREFORE BE IT RESOLVED**, the Board of Education hereby authorizes a service charge of \$20.00 for dishonored checks on the individual or organization issuing the check; and  
**BE IT FURTHER RESOLVED**, that if a check is dishonored, the District may require future payments be tendered exclusively in cash or by certified or cashier's check.
- I. Designation of newspapers to receive legal notices for publication: Newsday, Long Island Business News and Nassau Herald.

#### IV. AUTHORIZATIONS

- A. Certify Payrolls  
**RESOLVED**, that the Board of Education authorizes the Superintendent of Schools to certify payrolls for the 2023-2024 school year, and;  
**BE IT FURTHER RESOLVED**, that in the absence or inability of the Superintendent of Schools, the Assistant Superintendent is authorized to certify payrolls for the 2023-2024 school year.
- B. Establish Petty Cash funds in the schools of the District: \$100 each Elementary School, Middle School, High School and Business Office and \$350 for school lunch cash register start up for the 2023-2024 school year. Custodians of the funds shall be designated by the administrator

of the building or office where said funds shall be established. Such designee shall be submitted by name to the Superintendent of Schools no later than September 5, 2023.

- C. Authorization to each of the following individuals to open and publicly read bids:  
Purchasing Agent, Deputy Purchasing Agent and Superintendent as an alternate.
- D. **RESOLVED**, that the that the Board of Education authorizes the Superintendent of Schools to approve staff conferences as allocated in the 2023-2024 budget.
- E. Budget Transfers  
**RESOLVED**, that the that the Board of Education authorizes the Superintendent of Schools to approve appropriation adjustments up to \$50,000 between functional units and to approve all appropriation adjustments within functional units as prescribed by the Regulations of the Commissioner of Education; and  
  
**FURTHER BE IT RESOLVED**, that the Superintendent of Schools is authorized to make all end-of-year transfers as deemed necessary.
- F. **RESOLVED**, that all Purchase Orders above \$50,000 shall be presented to the Board of Education for approval.
- G. **RESOLVED**, that the Superintendent, Board President and the District Clerk be authorized to execute and sign contracts for health services between the Lawrence Union Free School District and other local districts for the 2023-2024 school year.
- H. Designation of Persons Authorized to Accept Service of Pleadings and Supporting Papers  
**RESOLVED**, that in the event that the Lawrence Union Free School District is named as a party respondent, service upon such school district shall be deemed proper only if the petition is personally served upon one of the following individuals: District Clerk, any member of the Board of Education and the Superintendent of Schools.
- I. Determination of Residency  
**RESOLVED**, that the Board of Education, in accordance with §100.2(y) of the Regulations of the Commissioner of Education of the State of New York, appoints the Superintendent of Schools or the Superintendent's designee to conduct hearings and to determine whether a child is entitled to attend Lawrence Public Schools for the balance of the school year.
- J. **RESOLVED**, that the District designates the Assistant Superintendent for Business and Operations as the individual for submission of legal proceedings to NYSIR, the District insurance carrier upon notification.
- K. Federal and State Aid Funds  
**RESOLVED** that the Board of Education hereby authorizes the Superintendent of Schools to act as the School District representative in the application for the administration of federal and state funds for the 2023-2024 school year.
- L. Federal and State Grants  
**RESOLVED**, that the Board of Education hereby authorizes the Superintendent of Schools to sign applications for Federal and State grant applications, including ESSA, Title I and other Federal and State grant or grant-in-aid programs to which the District is entitled under Federal or State Law for the 2023-2024 school year.

## V. OFFICIAL UNDERTAKINGS (BONDS)

**RESOLVED**, that the Board of Education hereby approve the following be bonded in the amounts shown:

District Treasurer (\$1 Million), Claims Auditor (\$500,000), (2) Extra Classroom Activity Treasurer's (\$250,000).

## VI. OTHER NECESSARY RESOLUTIONS

- A. Appointment of Members of the Committee on Preschool Special Education and Members to the Committee on Special Education for the 2023-2024 school year, as per Commissioner's Regulations, Part 200. [\(Enclosure\)](#)
- B. Selection, Notification and Appointment of Impartial Hearing Officers [\(Enclosure\)](#)  
**WHEREAS**, New York State Regulations pertaining to students with disabilities require school districts to establish and maintain a list of impartial hearing officers in response to a request for an impartial hearing or due process complaint; and  
**WHEREAS**, the individuals listed on the enclosed Rotational List are eligible, according to 8 NYCRR §200.5(i)(6) and (7) and 8 NYCRR §200.5(j)(3), (4) and (5), to serve as Impartial Hearing Officers for the 2023-2024 school year.  
**THEREFORE, BE IT RESOLVED**, that the Board of Education hereby appoints the Impartial Hearing Officers listed as presented for the 2023-2024 school year.  
**BE IT FURTHER RESOLVED**, that the District Clerk shall use the Rotational List of Impartial Hearing Officers in the order they appear on the NYSED Impartial Hearing Reporting System website. The next Impartial Hearing Officer appearing on the NYSED Rotational List shall be notified immediately of our request for an impartial hearing. Within 24 hours the IHO must indicate a willingness to serve as an Impartial Hearing Officer for Lawrence Union Free School District special education matters or the next Hearing Officer will be notified.
- C. Salary Provisions for Per Diem and Long Term Substitute Teachers [\(Enclosure\)](#)
- D. Civil Service Substitute Rates [\(Enclosure\)](#)
- E. Reimbursement for District Approved Travel at Rate Established by IRS  
**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the mileage reimbursement rate for 2023-2024 will be to the IRS rate in effect on the date the expense is incurred.
- F. Collection and Review of Prevailing Wage Data  
**RESOLVED**, that the Director of Facilities be designated as the individual for the collection and review of prevailing wage data paid to contractors in conformance with New York State Labor Law.
- G. 2023-2024 Meal Prices-No charge for all students

## VII. REPORTS AND PRESENTATIONS

- A. 2023 Graduation Highlights

## VIII. BUSINESS/FINANCE ITEMS [\(Enclosures\)](#)

- A. District Treasurer's Report
  - 1. Report for the Month of May 2023
  - 2. Budget Summary (None)



3. Revenue Status Report (None)
4. Extraclassroom Activity Funds (None)
5. Bank Reconciliations as of May 31, 2023
6. Fund Balance Reserve Analysis-May 2023

B. Encumbrances Over \$50,000

1. Brookville Center Children's Services, \$90,000.00, tuition, 2023-2024 school year
2. Center for Developmental Disabilities, \$83,000.00, tuition, 2023-2024 school year
3. The Center for Discovery, \$210,000.00, tuition, 2023-2024 school year
4. Devereux Foundation, \$153,000.00, tuition, 2023-2024 school year
5. Emblem Health, \$85,000.00, health services, 2023-2024 school year
6. First Student Inc., \$85,000.00, student transportation, 2023-2024 school year
7. The Hagedorn Little Village School, \$298,000.00, tuition, 2023-2024 school year
8. Health Source Group, \$650,000.00, matrons for special education transportation, 2023-2024 school year
9. Independent Coach Corp., \$110,000.00, summer 2023 transportation
10. Martin De Porres School, \$235,000.00, tuition, 2023-2024 school year
11. NYS Employees Health Insurance, \$8,100,000.00, health insurance, 2023-2024 School year
12. R.I.S.E., \$61,000.00, tuition, 2023-2024 school year
13. SCO Family of Services, \$141,000.00, tuition, 2023-2024 school year
14. SDF Service Plus, purchase orders totalling \$102,085.55, emergency HVAC repairs
15. Suburban Bus Transportation, \$115,000.00, student transportation, 2023-2024 school year
16. Triad Group, \$79,975.00, excess workers compensation premium, 2023-2024 school year

C. Bids

Vendor	Purpose	Amount
Whitson's Culinary Group	Federal Child Nutrition Program	\$1,184,533.2512

D. Budget Transfers (Over \$50,000)

1. Business Office, \$249,370.00, adjust budget for special education and health services
2. Business Office, \$1,177,068.58, adjust [CRRSA-ESSER 2](#) grant budget
3. Business Office, \$122,379.00, adjust school insurance budget

E. Contracts

1. Business Contracts
  - a. Apex Therapeutic Services, LLC, staffing agreement May, 2023-May 2024
  - b. ATC Healthcare Services, service agreement, 2023-2024 school year
  - c. Baylor University, student teaching, effective June 14, 2023
  - d. BOCES Western Suffolk, cross contract, April 24, 2023-April 24, 2024
  - e. Bollinger, student accident insurance, 2023-2024 school year
  - f. Cullen & Danowski, independent external auditors, 2023-2024 school year

- g. Dr. Allan Detweiler dba South Shore Family Medical, school district physician, 2023-2024 school year
- h. First Student, summer transportation, July 1, 2023-August 18, 2023
- i. First Student, Mill Neck Manor transportation, 2023-2024 school year
- j. Fullmind, formerly known as iTutor, tutoring services, 2023-2024 school year
- k. HALB, paraprofessional services, 2023-2024 school year
- l. Health Source Group, nurses, resource room teachers, psychologists, social workers, paraprofessionals services and 2 matrons, 2023-2024 school year
- m. HMB Consultants, food service consultants, 2023-2024 school year
- n. Horizon Staffing Solutions, staffing agreement, July 1, 2023-June 30, 2024
- o. Independent Coach, Special Ed summer transportation, July 1, 2023-August 18, 2023
- p. Independent Coach, emergency contract, July 10, 2023-August 18, 2023
- q. Jaillem P.I. LLC, investigative services, 2023-2024 school year
- r. J.J. Stanis & Co., Inc, district dental plan, 2023-2024 school year
- s. MAP Communications, transportation call center, 2023-2024 school year
- t. Elizabeth Montalvo, data processing, power school and technology consultant, 2023-2024 school year
- u. Nassau BOCES, Final AS-7 contract for cooperative educational services, 2022-2023 school year
- v. NawrockiSmith, independent risk assessment services, 2023-2024 school year
- w. NYSIR, property and casualty insurance agreement, 2023-2024 school year
- x. One Click Solutions, grant work consultant, 2023-2024 school year
- y. Parkway Pest Services, pest management, 2023-2024 school year
- z. ProCare Therapy, consultant agreement, 2023-2024 school year
- aa. Pupil Benefits Plan, student accident coverage, 2023-2024 school year
- bb. Seneca Consulting group, Affordable Care Act, 2023-2024 school year
- cc. Seth Transportation, regular transportation, 2023-2024 school year
- dd. Sourcepass, staff augmentation, 2023-2024 school year
- ee. St. Joseph's, UPK Agreement, 2023-2024 school year
- ff. Triad Group LLC, Midwest Employers Casualty, workers compensation administrator, 2023-2024 school year
- gg. US Medical Staffing, staffing agreement, 2023-2024 school year
- hh. U.S. Omni, 403(b) compliance and administration agreement, 2023-2024 school year

## 2. Curriculum/PPS Contracts

- a. Sara Austein, educational evaluations, 2023-2024 school year
- b. Leora Berkowitz, occupational therapist, 2023-2024 school year
- c. Jennifer Bernstein, physical therapist, 2023-2024 school year
- d. Suzanne Crane, physical therapist, 2023-2024 school year
- e. Renee Englander, speech/language pathologist, 2023-2024 school year
- f. HASC, Inc. IDEA-ARP flowthrough funds, 2021-2023 school years
- g. Erica Hertz, occupational therapist, 2023-2024 school year
- h. Brocha Kaplan, occupational therapist, 2023-2024 school year
- i. Keewaydin, occupational therapist, 2023-2024 school year

- j. Lillian Lilker, speech/language pathologist, 2023-2024 school year
- k. Miriam Roth, occupational therapist, 2023-2024 school year
- l. Rena Saffra, occupational therapist, 2023-2024 school year
- m. Devora Salzman, speech/language pathologist, 2023-2024 school year
- n. SCO Family of Services-Madonna Heights School, IDEA-ARP flowthrough funds, 2021-2023 school years
- o. Daniella Solomon, occupational therapist, 2023-2024 school year
- p. Bridgid Tobin, physical therapist, 2023-2024 school year
- q. Lily Weichholz, occupational therapist, 2023-2024 school year
- r. Jaclyn Weiss, speech/language pathologist, 2023-2024 school year

## IX. PERSONNEL ITEMS

- A. Retirements
  - 1. Professional Staff
  - 2. Civil Service ([Enclosure](#))
- B. Resignations
  - 1. Professional Staff ([Enclosure](#))
  - 2. Civil Service ([Enclosure](#))
- C. Discontinuance of Employments
  - 1. Professional Staff ([Enclosure](#))
  - 2. Civil Service ([Enclosure](#))
    - a. Abolition of Position ([Enclosure](#))
    - b. Termination by Reason of Abolition of Position ([Enclosure](#))
- D. Leave of Absence (None)
- E. Tenure (None)
- F. Appointments
  - 1. Professional Staff ([Enclosure](#))
    - a. Change of Employment Status (None)
    - b. Emergency Conditional Appointments (None)
    - c. Approved Substitutes ([Enclosure](#))
  - 2. Civil Service Staff ([Enclosure](#))
    - a. Change of Employment Status ([Enclosure](#))
    - b. Emergency Conditional Appointments (None)
    - c. Approved Substitutes ([Enclosure](#))
- G. Extra Compensation
  - 1. Professional Staff ([Enclosure](#))
  - 2. Civil Service Staff ([Enclosure](#))
- H. ESSA Title I Stipends ([Enclosure](#))

## X. ADMINISTRATIVE ITEMS

- A. Adopt 2023-2024 District-Wide Safety Plan ([Enclosure](#))  
 In reference to the changes made to New York State Labor Law §27-c, this amends §2801-a(2)(m) of the Education Law of New York which significantly changes our District-Wide Safety Plan. A revised version of our District-Wide Safety Plan has been included on this Board Agenda and is now posted on our website. The 30-day public comment period is now closed.

The Board of Education of the Lawrence Union Free School District hereby moves to adopt the 2023-2024 District-Wide Safety Plan as presented.

- B. CSE/CPSE Confidential Recommendations ([Confidential Enclosures](#))  
**RESOLVED**, that the recommendations of the CSE and CPSE have been reviewed by the Board of Education as presented and arrangements will be made for the special education programs, services and parent notification.
- C. 2023-2024 Building Level Emergency Response Plans ([Confidential Enclosures](#))
- D. Unused Vacation Pay ([Enclosures](#))  
**RESOLVED**, that in order to avoid collective absences negatively impacting the District's operations, the Board of Education approves amending the existing terms and conditions of employment for the following Administrative/Central Office personnel: Scott Unger, Mohinder Bharaj and Anthony Mogilski in accordance with the attached letter agreements, with the understanding, acknowledgement and agreement that such amendments do not constitute a precedent and that all other terms and conditions of employment remain unchanged.
- E. Further Amendment to Summer Food Service Management Contract ([Enclosure](#))
- F. Stipulation of Settlement and General Release  
**BE IT RESOLVED**, that the Board of Education of the Lawrence Union Free School District hereby approves the terms and conditions as indicated in the Stipulation of Settlement and General Release resolving certain matters between the District and the parents of a student classified by District's CSE, and identified as LPS Case 23/24-03, subject to review and approval of District Counsel.  
**BE IT FURTHER RESOLVED**, that the Board of Education authorizes the President of the Board to execute the Stipulation of Settlement and General Release as approved on the Board's behalf.
- G. Special Counsel (CVA Cases)  
**RESOLVED**, that the Board of Education hereby reappoints McGivney, Kluger, Clark & Intoccia as Special Counsel for the Lawrence Union Free School District for the 2023-2024 school year in connection with the following litigation matters: PC-14 Doe v. Lawrence UFSD, et al., Supreme Court, Nassau County, Index No. 900096/2020 and PC-15 Doe v. Lawrence UFSD, et al., Supreme Court, Nassau County, Index No. 900108/2020 at a rate of \$225.00 per hour for the services of Partners of the firm, \$190.00 per hour for the services of Associates of the firm, and \$100.00 per hour for the services of Paralegals of the firm.
- H. Appointment of Real Estate Counsel  
**BE IT RESOLVED**, that the Board of Education appoints Michael Hopkins, Esq., 1399 Franklin Avenue, Suite 201, Garden City, NY 11530, Special Real Estate Counsel to the Board of Education for the 2023-2024 school year, at a rate of \$340.00 per hour, plus reimbursement of all costs, disbursements and expenses reasonably and necessarily incurred in connection with this agreement.
- I. Appointment of Board Policy Committee

**XI. INFORMATIONAL ITEMS**

A. Warrants (None)

**XII. OPPORTUNITY FOR PUBLIC COMMENT**

Please tell us your name and affiliation, if you are representing a specific group. All participants are asked to abide by the two minute time limit. Speakers may comment on matters related to the agenda. All speakers are to conduct themselves in a civil manner. As always, public discussion on matters relating to staff and students, at which their reputation, privacy or rights to due process, or those of others could in some way be violated, is prohibited. All schools and school events, inclusive of Board of Education meetings, should be places where mutual respect is practiced and reinforced and where all persons in attendance treat each other with courtesy, politeness and mutual consideration, regardless of differences of opinion.

Comments regarding the agenda may be emailed to [BOE@lawrence.k12.ny.us](mailto:BOE@lawrence.k12.ny.us).

**XIII. ADJOURNMENT**

Please visit [Lawrence.org](http://Lawrence.org) for Upcoming Events and Meeting Notices.

Next Scheduled Meeting

Regular Meeting, Lawrence High School Cafeteria, August 14, 2023, 8:00 p.m.

**LAWRENCE UNION FREE SCHOOL DISTRICT  
BOARD OF EDUCATION  
SCHEDULE OF ANNUAL APPOINTMENTS 2023-2024**

ADA Compliance Officer	Scott Unger	None
Accounting Services	BookSmart Accounting	Contractual
Chemical Hygiene Officer	William Moss	None
Civil Service Law §75 Hearing Officer	Angela Matinale	None
Claims Auditor	Denise Longobardi	Salaried
DASA Coordinator	Fallon Rubin	None
Data Protection Officer	Nicole Quinn	None
Deputy District Clerk	Michelle Mastroserio	Stipend
Deputy Purchasing Agent	Michelle Mastroserio	Stipend
Deputy Treasurer	Marie Elliott	None
District Architect/Engineer	Marks Design Studio	Contractual
District Clerk	Mohinder Bharaj	Salaried
District Treasurer	Chanchal Kumar	Salaried
Extra Classroom & Central Treasurer	Mark Palladino/Isabel Hernandez	Stipend
Foster Care Liaison	Kathleen Graham	None
General/Labor Counsel	Minerva & D'Agostino, PC	Contractual
Homeless Liaison	Melissa Sacco	None
Independent Auditor	Cullen & Danowski, LLP	Contractual
Internal Auditor	Nawrocki Smith, LLP	Contractual
Medicaid Compliance Officer	Fallon Rubin	None
Neglected/Delinquent Transition Liaison	Kathleen Graham	None
NY Labor Law § 220 Compliance	Scott Unger	None
NYSIR	Property & Casualty Insurance	Contractual
Payroll Certification	Ann Pedersen, Ed.D	None
Pesticide Notification Officer	Scott Unger	None
Private School Book Room Supervisor	Susan Perone	None
Purchasing Agent	Marie Elliott	Stipend
Records Access Officer	Mohinder Bharaj	None
Records Management Officer	Jeremy Feder	None
SAVE/Asbestos LEA Designee	Scott Unger	None
School District Physician	Dr. Allan Detweiler	Contractual
Special Education Counsel	Guercio & Guercio, LLP	Contractual
Student Accident Insurance	Bollinger & Pupil Benefits Plan, Inc.	Contractual
Title IX/Section 504 Officer	Ann Pedersen, Ed.D	None
Workers Compensation Administrator	Triad Group, LLC	Contractual

Date BOE Approved: \_\_\_\_\_

Signature: \_\_\_\_\_  
District Clerk

2023-2024 APPOINTMENT OF MEMBERS OF THE  
COMMITTEE ON PRESCHOOL SPECIAL EDUCATION, COMMISSIONER'S  
REGULATIONS PART 200

The Board of Education of the Lawrence Union Free School District hereby appoints the following to the Committee on Preschool Special Education in accordance with Part 200 of the Commissioner's Regulations and the amended IDEA:

- Chairperson: Susan McNulty
- Alternate Chairperson Shannon Ambrico
- Alternate Chairperson Naomi Wargon
- Child's Parent/Guardian
- Teachers:
  - All special education teachers and related service providers in the Lawrence Public School District, when working with preschool age students with disabilities, are members of the Committee on Preschool Special Education.
  - All regular education teachers in the Lawrence Public School District, when they are working with pre-K and elementary students with disabilities, are members of the Committee on Preschool Education and the Sub-Committee on Preschool Special Education (if the student is, or may be, participating in the general education environment).
  - Related service providers
- Evaluator of Child (if initial meeting)
- Nassau County Department of Health – Preschool Division Representatives.

2023-2024 APPOINTMENT OF MEMBERS TO THE  
COMMITTEE ON SPECIAL EDUCATION  
COMMISSIONER'S REGULATIONS PART 200

The Board of Education of the Lawrence Union Free School District hereby appoints the following to the Committee on Special Education in accordance with Part 200 of the Commissioner's Regulations and the amended IDEA:

- Chairperson: Andrew Weisman
- Alternate Chairperson: Amanda Buttafuoco
- Alternate Chairperson: Fallon Rubin
- Alternate Chairperson: Tara Schwartz
- Alternate Chairperson: Corinne Rivera, Ph.D.
- Alternate Chairperson: Anthony Procaccino, Psy. D.
- Alternate Chairperson: Michael Amorgianos
- Alternate Chairperson: Fabiola Ngjeki
- Alternate Chairperson: Stephanie Bezalel
- Alternate Chairperson: Shannon Ambrico
- Alternate Chairperson: Naomi Wargon
- PPS Consultant/Alternate Chairperson: Karen Mackler, Ph.D.
- District Psychologist/Alternate Chairperson: Elise Danzger
- Child's Parent/Guardian
- Physician (at parent's or district's request)
- Student (whenever appropriate)
- Teachers:
  - Special education teachers
  - General education teachers (if the student is, or may be, participating in the general education environment).
  - Related service providers



2023-2024 SUBCOMMITTEE ON SPECIAL EDUCATION MEMBERS,  
COMMISSIONER'S REGULATIONS PART 200

The Board of Education of the Lawrence Union Free School District hereby appoints the following to the Committee on Special Education Subcommittees in accordance with Part 200 of the Commissioner's Regulations and the amended IDEA:

**Early Childhood Center – Grade K**

Kathleen Graham	Principal
Amanda Buttafuoco	Supervisor/Chairperson
Shannon Ambrico	Psychologist/Alt. Chairperson
Anastasia Gordon	Special Education Teacher
Joelle Hertz	Special Education Teacher
Jennifer Bloodnick	Special Education Teacher

**Primary School Number 2 – Grades 1, 2 & 3**

Kristen McLoughlin	Principal
Amanda Buttafuoco	Supervisor/Chairperson
Tara Schwartz	Supervisor/Alt. Chairperson
Stephanie Bezalel	Psychologist/Alt. Chairperson
Shannon Ambrico	Psychologist/Chairperson
Nicole Novello	Special Education Teacher
Jenine Abruzzo	Special Education Teacher
Kathleen Kearney	Special Education Teacher
Ann Marie Romito	Special Education Teacher
Ivy Cohen	Special Education Teacher
Lisa Salzberg	Special Education Teacher

**Elementary School at the Broadway Campus – Grades 4, 5, & 6**

Jacqueline Beckmann	Principal/Alternate Chairperson
Fallon Rubin	Supervisor/Chairperson
Tara Schwartz	Supervisor/Alt. Chairperson
Fabiola Ngjeci	Psychologist/ Alt. Chairperson
Steffi Glasser	Special Education Teacher
Catherine Campos	Special Education Teacher
Sharon Mor	Special Education Teacher
Dana Tveter	Special Education Teacher

Rachel Kreiss	Special Education Teacher
Tobi Putterman	Special Education Teacher
Yana Atias	Special Education Teacher
Jordon Blitstein	Special Education Teacher

**Middle School at the Broadway Campus – Grades 7 & 8**

Willis Perry	Principal
Fallon Rubin	Supervisor/Chairperson
Michael Amorgianos	Psychologist/Alt. Chairperson
KellyAnn Berry	Special Education Teacher
Helen Cukierwar	Special Education Teacher
Keri Johnsen	Special Education Teacher
Annmarie Mosia	Special Education Teacher
Karen Velthaus	Special Education Teacher
Margaret Viscardi	Special Education Teacher
Janine Paladino	Special Education Teacher

**High School – Grades 9, 10, 11, 12**

Jennifer Lagnado-Papp	Principal
Andrew Weisman	Supervisor/ Chairperson
Anthony Procaccino, Psy.D.	Psychologist/Alt. Chairperson
Corinne Rivera, Ph.D.	Psychologist/Alt. Chairperson
Karin Kind	Special Education Teacher
Pam Lev	Special Education Teacher
Jennifer Magliaro	Special Education Teacher
Jamie Miller	Special Education Teacher
Nicole Miller	Special Education Teacher
Jerry Callahan	Special Education Teacher
Melanie Ratnoff	Special Education Teacher
Dianne Ronan	Special Education Teacher
Grace Senatore	Special Education Teacher
Helaine Wolkoff	Special Education Teacher
Sherrie Cooper	Special Education Teacher
Sheryl Bouzaglou	Special Education Teacher
Michelle Adler	Special Education Teacher
Jeremiah Callahan	Special Education Teacher
Margaret Gilbert	Special Education Teacher

**Non-Public Schools and Out of District Students**

Elise Danzger	District Psychologist/Chairperson
Naomi Wargon	Psychologist/Chairperson
Amanda Buttafuoco	Alt. Chairperson
Tara Schwartz	Alt. Chairperson
Fallon Rubin	Alt. Chairperson
Andrew Weisman	Alt. Chairperson
Karen Mackler, Ph. D.	Alt. Chairperson

**Speech/Language Therapists**

Danielle Aronovitz	Speech/Language Therapist
Nicole Tolchin	Speech/Language Therapist
Jen Gatto	Speech/Language Therapist
Stephanie Greenberg	Speech/Language Therapist
Marcia Horowitz	Speech/Language Therapist
Noreen Jackson	Speech/Language Therapist
Laurie Kenn	Speech/Language Therapist
Lisa Klus	Speech/Language Therapist
Lori Sachs	Speech/Language Therapist
Maura Schaeffer	Speech/Language Therapist
Melanie Ackerman	Speech/Language Therapist
Jamie Nicholls	Speech/Language Therapist
Jordan Barto	Speech/Language Therapist
Johanna Sullivan	Speech/Language Therapist
Tara Stier	Teacher of Deaf & Hearing Impaired

**Social Workers**

Helen Moise  
Julia Swain  
Rena English  
Hana Myjer

**It should be noted that another teacher who provides services to the child may also serve on the Special Education Subcommittee as a member if their presence is needed for the CSE to be legally constituted.**

Students 13 years old and over are invited to CSE meetings.



# Impartial Hearing Reporting System

(IHRS)

[Menu](#) [Business Portal](#) [Help](#) [New Search](#)

## IHO Rotational List Selection ? [Help](#)

You should contact Hearing Officers in the order they appear on the screen.

Iho Id	Last Name	First Name	Middle Name	Suffix
<a href="#">150</a>	REICHEL	HEIDI		
<a href="#">153</a>	RITZENBERG	KENNETH	S.	
<a href="#">163</a>	SCHAD	JEROME		ESQ
<a href="#">627</a>	SCHIRO	JEFFREY		
<a href="#">548</a>	SCHNEIDER	JUDITH		
<a href="#">628</a>	SILVERSON	JEFFREY		
<a href="#">176</a>	TESSLER	CRAIG		
<a href="#">629</a>	WAHRMAN	ISRAEL	S.	
<a href="#">186</a>	WALSH	JAMES	P	
<a href="#">630</a>	WALSH	MARION		
<a href="#">188</a>	WASHINGTON	DENISE		
<a href="#">759</a>	WEISS	SEBASTIAN		
<a href="#">197</a>	WOLMAN	MINDY	G.	
<a href="#">600</a>	ABBERBOCK	ELLEN		
<a href="#">50</a>	AGOSTON	LINDA		
<a href="#">54</a>	ALMELEH	LYNN	BOTWINIK	
<a href="#">602</a>	BARBOUR	SUSAN	M.	
<a href="#">607</a>	BRANDOW	REGINA	E	
<a href="#">65</a>	BRESCIA	JEAN MARIE		
<a href="#">770</a>	CHARRINGTON	KAREN	HILLARY	
<a href="#">74</a>	COHEN	DIANE		
<a href="#">609</a>	CUTLER-IGOE	ELLEN		
<a href="#">669</a>	DANIEL	AUDREY		
<a href="#">515</a>	DELEON	EDGAR		
<a href="#">77</a>	DEWAN	DEBRA	SIEDMAN	
<a href="#">670</a>	DISPENZA	MARIA	R	
<a href="#">517</a>	EBENSTEIN	BARBARA	J	
<a href="#">84</a>	FARAGO	JOHN		

Enclosure VI.B  
Organizational Meeting  
July 13, 2023

<a href="#">518</a>	FEINBERG	RONA		
<a href="#">520</a>	FINKELSTEIN	SHARYN		
<a href="#">86</a>	FLAME	LANA	S	
<a href="#">735</a>	GLASSER	RANDY		
<a href="#">736</a>	GRONBACH	DAVID		
<a href="#">674</a>	GRONBACH	VANESSA		
<a href="#">675</a>	GUERRA	JEFFREY		
<a href="#">524</a>	HEIDELBERGER	JONATHAN		
<a href="#">525</a>	HUGHES	SHERRI	L	ESQ
<a href="#">103</a>	KANDILAKIS	GEORGE		
<a href="#">740</a>	KASSMAN	NED	HUNTER	
<a href="#">817</a>	KASS	RICHARD		
<a href="#">614</a>	KEEFE	JEANNE		
<a href="#">106</a>	KEHOE	MARTIN	J.	III
<a href="#">616</a>	KESTENBAUM	ELISE		
<a href="#">113</a>	LASSINGER	DORA		
<a href="#">116</a>	LAZAN	MICHAEL		
<a href="#">117</a>	LEDERMAN	NANCY		
<a href="#">681</a>	LEE	LAURIE	B	
<a href="#">684</a>	LOWENKRON	RUTH		
<a href="#">617</a>	LUCASEY	JEAN	M.	
<a href="#">122</a>	LUSHING	SUSAN		

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(IHRS)

# Impartial Hearing Reporting System

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## IHO Rotational List Selection ? [Help](#)

You should contact Hearing Officers in the order they appear on the screen.

---

Iho Id	Last Name	First Name	Middle Name	Suffix
<a href="#">685</a>	MARSICO	RICHARD		
<a href="#">788</a>	MAZZEI	JENNIFER		
<a href="#">537</a>	MCKEEVER	JAMES		
<a href="#">631</a>	MILLMAN	TINA		
<a href="#">540</a>	MOORE	CHRISTINE		
<a href="#">620</a>	MURPHY	LEAH	L.	
<a href="#">137</a>	NAUN	JOHN		
<a href="#">622</a>	PASSMAN	JULIE		
<a href="#">543</a>	PETERS	GARY	D.	
<a href="#">689</a>	PEYSER	HELENE		
<a href="#">749</a>	RAHMAN	HASHIM		

Records 51 to 61 of 61

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**Lawrence Union Free School District  
Salary Provisions for Per Diem and Long-Term Substitute Teachers**

- I. Per diem substitute teachers employed by the Lawrence Public Schools will be compensated at the rate of \$155.00 per day for Elementary and \$175.00 per day for Secondary. A secondary substitute teacher shall be assigned six (6) class periods of instruction per day.
- II. Per diem substitute teachers employed for an AM or PM session shall only be paid at a rate equal to one-half (1/2) the rate to which they would be entitled in accordance with I. above.
- III. Per diem substitute teachers employed on a continuing basis for a teacher who is absent over an extended period shall be compensated as follows:

1 through 20 consecutive days	\$155.00 or \$175.00 per day
21 through the end of the assignment	\$220.00 per day

**Lawrence Public Schools  
2023-2024 Civil Service Substitute Rates**

<b>Nurse (RN)</b>	\$220 per day
<b>Teachers' Aides</b>	\$17.00 per hour
<b>LPN</b>	\$20.85 per hour
<b>School Monitors</b>	\$16.00 per hour
<b>Typist Clerk</b>	\$17.00 per hour
<b>Cleaner</b>	\$17.00 per hour
<b>Account Clerk</b>	\$20.00 per hour
<b>Duplicating Machine Operator</b>	\$17.00 per hour

Date Approved: \_\_\_\_\_

Signature: \_\_\_\_\_

District Clerk



LAWRENCE PUBLIC SCHOOLS TREASURER'S REPORT MONTH OF MAY 31, 2023			
<b>GENERAL FUND</b>			
<b>BALANCE: MAY 1, 2023</b>			<b>\$ 3,325,113.58</b>
<b>RECEIPTS:</b>			
NYS AID	\$ 1,185,723.67		
BOCES	\$ -		
USE OF FACILITIES/MUSIC	\$ 9,413.96		
HEALTH/MEDCAID PREMIUMS	\$ 27,902.14		
TOWN OF HEMP/ TAXES	\$ 24,242,000.00		
NYCLASS	\$ 2,000,000.00		
OTHER RECEIPTS	\$ 130,164.27		
INTEREST	\$ 39,221.00		
<b>TOTAL RECEIPTS</b>			<b>\$ 27,634,425.04</b>
<b>TOTAL RECEIPTS PLUS BEGINNING BAL.</b>			<b>\$ 30,959,538.62</b>
<b>DISBURSEMENTS:</b>			
PAYROLL	3,275,507.40		
ACCTS. PAYABLE	4,585,885.30		
WORKERS COMP.	53,893.47		
PPL DISBURSE	975,695.00		
OTHER DISBURSE.	18,337,307.37		
<b>TOTAL DISBURSEMENTS</b>			<b>\$ 27,228,288.54</b>
<b>BALANCE: MAY 31, 2023</b>			<b>\$ 3,731,250.08</b>
<b>SCHOOL LUNCH FUND</b>			
<b>BALANCE: MAY 1, 2023</b>			<b>\$ 8,677,230.88</b>
RECEIPTS	\$ 22,193.38		
DISBURSEMENT	\$ (3,536.84)		
			<b>\$ 18,656.54</b>
<b>BALANCE: MAY 31, 2023</b>			<b>\$ 8,695,887.42</b>
<b>TRUST &amp; AGENCY FUND</b>			
<b>BALANCE: MAY 1, 2023</b>			<b>\$ 274,789.33</b>
RECEIPTS	\$ 8,580.00		
DISBURSEMENT	\$ (3,592.12)		
			<b>\$ 4,987.88</b>
<b>BALANCE: MAY 31, 2023</b>			<b>\$ 279,777.21</b>

**2021 BUILDING CAPITAL RESERVE****BALANCE: MAY 1, 2023**

RECEIPTS

DISBURSEMENT

**BALANCE: MAY 31, 2023****2022 BUILDING CAPITAL RESERVE****BALANCE: MAY 1, 2023**

RECEIPTS

DISBURSEMENT

**BALANCE: MAY 31, 2023****SCHOLARSHIP FUND****BALANCE: MAY 1, 2023**

RECEIPTS

DISBURSEMENT

**BALANCE: MAY 31, 2023****PAYROLL ACCOUNT****BALANCE: MAY 1, 2023**

RECEIPTS

DISBURSEMENT

**BALANCE: MAY 31, 2023****DISBURSEMENT ACCOUNT****BALANCE: MAY 1, 2023**

RECEIPTS

DISBURSEMENT

**BALANCE: MAY 31, 2023****NYCLASS****BALANCE: MAY 1, 2023**

RECEIPTS

DISBURSEMENT

**BALANCE: MAY 31, 2023**

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 63,402.62

\$ 13,334.93

\$ (41,010.00)

\$ (27,675.07)

\$ 35,727.55

\$ 78,565.93

\$ 2,083,424.33

\$ (2,079,708.74)

\$ 3,715.59

\$ 82,281.52

\$ 4,202,124.29

\$ 4,590,922.14

\$ (7,738,744.67)

\$ (3,147,822.53)

\$ 1,054,301.76

\$ 47,519,344.27

\$ 18,242,175.86

\$ (2,000,000.00)

\$ 16,242,175.86

\$ 63,761,520.13

TD WEALTH					
BALANCE: MAY 1, 2023				\$	500,184.52
RECEIPTS			\$	-	
DISBURSEMENT			\$	-	
				\$	-
BALANCE: MAY 31, 2023				\$	500,184.52
BANK RECONCILIATION					
MAY 31, 2023					
			OPEN ITEMS		
		BALANCE PER BANK	LESS: OUTSTANDING	PLUS: DEPOSITS	BOOK BALANCE
TD BANK					
GENERAL FUND	\$	1,677,911.50	\$	-	\$ 1,677,911.50
GENEAL FUND RESERVE	\$	1,668,415.00	\$	-	\$ 1,668,415.00
SCHOOL LUNCH FUND	\$	8,695,887.42	\$	0.05	\$ 8,695,887.37
CAPITAL FUND RESERVE	\$	306,054.62	\$	-	\$ 306,054.62
TRUST & AGENCY	\$	279,777.21	\$	-	\$ 279,777.21
2021 BUILDING CAPITAL RESERVE	\$	-	\$	-	\$ -
2022 BUILDING CAPITAL RESERVE	\$	-	\$	-	\$ -
JP MORGAN CHASE					
SCHOLARSHIP ACCT	\$	35,727.55		185.96	\$ 35,541.59
MONEY MARKET ACCT	\$	78,868.96	\$	-	\$ 78,868.96
PAYROLL ACCOUNT	\$	82,281.52			\$ 82,281.52
DISBURSEMENT ACCOUNT	\$	1,054,301.76			\$ 1,054,301.76
NYCLASS	\$	63,761,520.13	\$	-	\$ 63,761,520.13
TD WEALTH	\$	500,184.52	\$	-	\$ 500,184.52
	\$	78,140,930.19	\$	186.01	\$ 13,879,039.53
				Respectfully submitted	
				Chanchal Kumar	
				Treasurer	

LAWRENCE UNION FREE SCHOOL DISTRICT				
BANK RECONCILIATION				
GENERAL FUND CHECKING				
AS OF MAY 31, 2023				
A2016				2,856,780.47
H2008				(7,308,476.64)
F2006				6,129,762.94
<b>Outstanding Items per Books</b>				
July ERS				176.88
NYS prompt tax				(18.39)
CK#588708				(812.40)
misc.				21.87
September ERS				140.23
November ERS				34.73
December ERS				(8.31)
January ERS				26.39
February ERS				103.38
May ERS				221.68
April ERS				(41.33)
<b>Adjusted Book Balance</b>				<b>1,677,911.50</b>
<b>Bank Balance</b>				<b>1,677,911.50</b>
<b>Adjusted Bank Balance</b>				<b>1,677,911.50</b>
<b>Difference</b>				<b>-</b>
PREPARED BY: Chanchal Kumar				
APPROVED: Bernadeete Jean				
DATE: 6/13/2023				

	<b>LAWRENCE UNION FREE SCHOOL DISTRICT</b>			
		<b>BANK RECONCILIATION</b>		
		<b>NYCLASS ACCOUNT</b>		
		<b>AS OF MAY 31, 2023</b>		
<b>A2021</b>				40,941,250.83
<b>A2022</b>				10,208,098.05
<b>H2021</b>				10,058,121.56
<b>HH2021</b>				2,554,049.69
<b>Outstanding Items per Books</b>				
<b>Adjusted Book Balance</b>				<b>63,761,520.13</b>
<b>Bank Balance</b>				<b>63,761,520.13</b>
<b>Adjusted Bank Balance</b>				<b>63,761,520.13</b>
<b>Difference</b>				<b>-</b>
PREPARED BY: Chanchal Kumar				
APPROVED: Bernadeete Jean				
DATE: 6/12/2023				

	<b>LAWRENCE UNION FREE SCHOOL DISTRICT</b>			
	<b>BANK RECONCILIATION</b>			
	<b>PAYROLL ACCT</b>			
	<b>AS OF MAY 31, 2023</b>			
Fund A (A2020)				40,583.98
O/S bal.				39,733.45
Misc.				423.70
ck#588567, 588882 cancelled				1,540.39
Adj. book bal.				82,281.52
Bank Bal				82,281.52
Diff.				-
PREPARED BY: Chanchal Kumar				
APPROVED: Bernadette Jean				
DATE: 6/7/2023				

LAWRENCE UNION FREE SCHOOL DISTRICT			
BANK RECONCILIATION			
SCHOOL LUNCH FUND ACCT.			
AS OF MAY 31, 2023			
Book Bal.		8,695,887.37	
Adj.		0.05	
Adjust Book Bal.		8,695,887.42	
Bank Bal.		8,695,887.42	
Diff.		-	
PREPARED BY: Chanchal Kumar			
APPROVED: Bernadette Jean			
DATE: 6/12/2023			

	<b>LAWRENCE UNION FREE SCHOOL DISTRICT</b>		
	<b>BANK RECONCILIATION</b>		
	<b>2021 BUIDLING CAPITAL RESERVE</b>		
	<b>AS OF MAY 31, 2023</b>		
BAL. ON BOOKS.		-	
BAL. IN BANK		-	
DIFF.		-	
	<b>LAWRENCE UNION FREE SCHOOL DISTRICT</b>		
	<b>BANK RECONCILIATION</b>		
	<b>2022 BUIDLING CAPITAL RESERVE</b>		
	<b>AS OF MAY 31, 2023</b>		
BAL. ON BOOKS.		-	
ADJUSTED BOOK BAL.		-	
BAL. IN BANK		-	
DIFF.		-	
PREPARD BY: Chanchal Kumar			
APPROVED: Bernadette Jean			
DATE: 6/12/2023			



**LAWRENCE UNION FREE SCHOOL DISTRICT**

**BANK RECONCILIATION**

**GENERAL FUND RESERVE ACCT.**

**AS OF MAY 31, 2023**

BOOK BAL. 1,668,415.00

BANK BAL. 1,668,415.00

DIFF -

**LAWRENCE UNION FREE SCHOOL DISTRICT**

**BANK RECONCILIATION**

**CAPITAL FUND RESERVE ACCT.**

**AS OF MAY 31, 2023**

BOOK BAL. 306,054.62

BANK BAL. 306,054.62

DIFF -

PREPARED BY: Chanchal Kumar

APPROVED: Bernadette Jean

DATE: 6/12/2023

<b>LAWRENCE UNION FREE SCHOOL DISTRICT</b>			
<b>BANK RECONCILIATION</b>			
<b>JP MORGAN CHASE MM</b>			
<b>AS OF MAY 31, 2023</b>			
BAL. ON BOOKS.	78,868.96		
BAL. IN BANK	78,868.96		
DIFF.	-		
<b>LAWRENCE UNION FREE SCHOOL DISTRICT</b>			
<b>BANK RECONCILIATION</b>			
<b>SCHOLARSHIP ACCT</b>			
<b>AS OF MAY 31, 2023</b>			
BAL. ON BOOKS.	35,508.52		
INTEREST:	219.00		
Misc.	0.03		
ADJUSTED BOOK BAL.	35,727.55		
BAL. IN BANK	35,727.55		
DIFF.	-		
PREPARED BY: Chanchal Kumar			
APPROVED: Bernadette Jean			
DATE: 6/12/2023			

	<b>LAWRENCE UNION FREE SCHOOL DISTRICT</b>		
	<b>BANK RECONCILIATION</b>		
	<b>DISBURSEMENT ACCT.</b>		
	<b>AS OF MAY 31, 2023</b>		
	<b>Ending Book Bal</b>		224,069.54
	<b>Outstanding Items</b>		
	O/S bal. per bank		825,563.88
	Misc.		4,762.18
	ck# paid as 3323		(93.84)
	<b>Adj. Book Bal.</b>		1,054,301.76
	<b>Bank Bal.</b>		1,054,301.76
	<b>Diff.</b>		-
	PREPARED BY: Chanchal Kumar		
	APPROVED: Bernadette Jean		
	DATE: 6/7/2023		

<b>LAWRENCE UNION FREE SCHOOL DISTRICT</b>				
<b>BANK RECONCILIATION</b>				
<b>TD WEALTH ACCOUNT</b>				
<b>AS OF MAY 31, 2023</b>				
<b>A2015</b>				500,184.52
<b>Outstanding Items per Books</b>				
<b>Adjusted Book Balance</b>				500,184.52
<b>Bank Balance</b>				500,184.52
<b>Adjusted Bank Balance</b>				500,184.52
<b>Difference</b>				-
PREPARED BY: Chanchal Kumar				
APPROVED: Bernadeete Jean				
DATE: 6/12/2023				



Lawrence UFSD  
Fund Balance Reserve Analysis  
FYE June 30, 2023

Enclosure V111.A.6  
Organizational Meeting  
July 13, 2023

Fund Balance 6/30/22	\$ 11,668,415				
Revenues for 22/23	102,902,314				
Expenses for 22/23	(96,570,695)		\$ 6,331,619	Change in Fund Balance	
Fund Balance 6/30/23	<b>\$ 18,000,034</b>				
		<b>Changes to Fund Balance Components</b>			
<b>Total Fund Balance is Comprised of:</b>	<b>6/30/2022</b>	<b>Interest</b>	<b>Usage</b>	<b>Funding/Change</b>	<b>6/30/2023</b>
<b><u>Reserves:</u></b>					
Unemployment Reserve	\$ 22,845	\$ 242	\$ -	\$ -	\$ 23,087
Workers' Compensation Reserve	1,081,772	11,458	-	-	1,093,230
ERS Reserve	622,172	6,590	-	-	628,762
EBALR	2,695,006	28,546	-	-	2,723,552
Appropriated for June 30 of Subsequent Year	-				-
Encumbrances	558,994			(558,994)	-
Unassigned (4% Max of Subsequent Year's Budget)	15,184,165				13,531,403
<b>Total Fund Balance at June 30</b>	<b>\$ 20,164,954</b>	<b>\$ 46,836</b>	<b>\$ -</b>	<b>\$ (558,994)</b>	<b>\$ 18,000,034</b>
Subsequent Year's Budget	\$ 102,490,053				\$ 102,490,053
Unassigned Fund Balance From Above	15,184,165				13,531,403
Unassigned FB as % of subsequent budget	<b>14.82%</b>				<b>13.20%</b>
Unassigned FB Limit at 4%	\$ 4,099,602				\$ 4,099,602
Over (Under) Limit By	\$ 11,084,563				\$ 9,431,801

Enclosure V111.B.1  
Organizational Meeting  
July 13, 2023

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT  
2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

**2240026**

Page 1 of 1

DATE: 7/07/2023  
VENDOR #: 302  
REQUISITION #: 9138

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

**ORDER TO:**

BROOKVILLE CTR CHILDREN'S SERVICES  
189 WHEATLEY ROAD  
BROOKVILLE, NY 11545

**SHIP TO:**

Lawrence High School  
2 Reilly Road  
Cedarhurst, NY 11516

Other: Tuition 2023-2024

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	2023-2024 School Year Tuition	90,000.0000			90,000.00
Total:					90,000.00

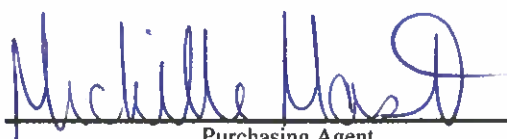
**INSTRUCTIONS TO VENDOR**

- DO NOT overship or substitute without prior School District Approval.
- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
- A separate TAX FREE invoice set must be submitted for each order.
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt
- Purchase Order Number and Location Number must appear on all documents relating to this order

**TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE:**

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT / NUMBER)
- AIR BILL, WAY BILL, BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

  
Purchasing Agent

Enclosure V111.B.2  
Organizational Meeting  
July 13, 2023

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT  
2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

**2240027**

Page 1 of 1

DATE: 7/07/2023  
VENDOR #: 383  
REQUISITION #: 9139

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

**ORDER TO:**

CENTER FOR DEVELOPMENTAL DISABILITIES, INC.  
72 SOUTH WOODS ROAD  
WOODBURY, NY 11797

**SHIP TO:**

Lawrence High School  
2 Reilly Road  
Cedarhurst, NY 11516

Other: Tuition 2023-2024

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	2023-2024 Tuition	56,000.0000			56,000.00
1.00 EA	1:1 Aide	27,000.0000			27,000.00
Total:					83,000.00

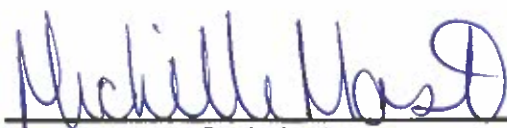
**INSTRUCTIONS TO VENDOR**

- DO NOT overship or substitute without prior School District Approval.
- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
- A separate TAX FREE invoice set must be submitted for each order.
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt
- Purchase Order Number and Location Number must appear on all documents relating to this order.

TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT / NUMBER)
- AIR BILL WAY BILL BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER

  
Purchasing Agent



Enclosure V111.B.3  
Organizational Meeting  
July 13, 2023

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT  
2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

**2240028**

Page 1 of 1

DATE: 7/07/2023  
VENDOR #: 2264  
REQUISITION #: 9140

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

**ORDER TO:**

THE CENTER FOR DISCOVERY  
P.O. BOX 840  
BEN MOSCHE ROAD  
HARRIS, NY 12742-0840

**SHIP TO:**

Lawrence High School  
2 Reilly Road  
Cedarhurst, NY 11516

Other: Tuition 2023-2024

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
2.00 EA	2023-2024 Tuition	105,000.0000			210,000.00
Total:					210,000.00

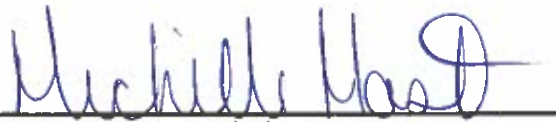
**INSTRUCTIONS TO VENDOR**

- DO NOT overship or substitute without prior School District Approval.
- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
- A separate TAX FREE invoice set must be submitted for each order.
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt.
- Purchase Order Number and Location Number must appear on all documents relating to this order.

TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE.

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT / NUMBER)
- AIR BILL, WAY BILL, BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

  
Purchasing Agent

Enclosure V111.B.4  
Organizational Meeting  
July 13, 2023

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT  
2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

**2230364**

Page 1 of 1

DATE: 8/26/2022  
VENDOR #: 2273  
REQUISITION #: 8087

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

**ORDER TO:**

DEVEREUX FOUNDATION  
40 DEVEREUX WAY  
RED HOOK, NY 12571

**SHIP TO:**

Lawrence High School  
2 Reilly Road  
Cedarhurst, NY 11516

Other: 2022-2023 Tuition

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	Tuition - 2022-2023 School Year	93,000.0000			93,000.00
	** Change Order: Increase PO				60,000.00
Total:					153,000.00

**INSTRUCTIONS TO VENDOR**

- DO NOT overship or substitute without prior School District Approval.
- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
- A separate TAX FREE invoice set must be submitted for each order.
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt.
- Purchase Order Number and Location Number must appear on all documents relating to this order.

**TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE**

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT/ NUMBER)
- AIR BILL, WAY BILL, BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

*Marie Elliott*

Purchasing Agent

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT

**2240051**

Page 1 of 1

Enclosure V111.B.5  
Organizational Meeting  
July 13, 2023

2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

DATE: 7/03/2023  
VENDOR #: 3332  
REQUISITION #: 9184

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Wohlfarth, Nicole

<b>ORDER TO:</b>
Emblem Health PO Box 21105 NEW YORK, NY 10087-1105

<b>SHIP TO:</b>
DISTRICT OFFICE 2 REILLY ROAD CEDARHURST, NY 11516

Other: 2023-2024 HEALTH INSURANCE

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 YR	2023-2024 HEALTH INSURANCE	85,000.0000			85,000.00
Total:					85,000.00

**INSTRUCTIONS TO VENDOR**

- DO NOT overship or substitute without prior School District Approval
- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
- A separate TAX FREE invoice set must be submitted for each order.
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt
- Purchase Order Number and Location Number must appear on all documents relating to this order

TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE:

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT/ NUMBER)
- AIR BILL WAYBILL BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

*Marie Elliott*

Purchasing Agent

## LAWRENCE UNION FREE SCHOOL DISTRICT

Page 1 of 1

**Vendor Copy**

Enclosure V111.B.7  
Organizational Meeting  
July 13, 2023

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT  
2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

**2240029**

Page 1 of 1

DATE: 7/07/2023  
VENDOR #: 2276  
REQUISITION #: 9141

VENDOR PHONE: 5165206000  
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

**ORDER TO:**

THE HAGEDORN LITTLE VILLAGE SCHOOL  
750 HICKSVILLE ROAD  
SEAFORD, NY 11783

**SHIP TO:**

Lawrence High School  
2 Reilly Road  
Cedarhurst, NY 11516

Other: Tuition 2023-2024

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
4.00 EA	2023-2024 Tuition	55,000.0000			220,000.00
3.00 EA	1:1 Aides	26,000.0000			78,000.00
Total:					298,000.00

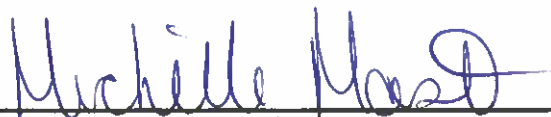
**INSTRUCTIONS TO VENDOR**

- DO NOT overship or substitute without prior School District Approval
- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
- A separate TAX FREE invoice set must be submitted for each order.
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt.
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TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE:

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT / NUMBER)
- AIR BILL, WAY BILL, BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

  
Purchasing Agent

Enclosure V111.B.8  
Organizational Meeting  
July 13, 2023

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT  
2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

**2240039**  
Page 1 of 1

DATE: 7/10/2023  
VENDOR #: 911  
REQUISITION #: 9171

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Venezia, Carol

**ORDER TO:**

Health Source Group, Inc.  
25 NEWBRIDGE ROAD  
SUITE 312  
HICKSVILLE, NY 11801

**SHIP TO:**

Early Childhood Center at #4  
87 Wanser Avenue  
Inwood, NY 11096

Other: 2023-24 MATRONS FOR SPECIAL NEEDS STUDENTS ON BUSES

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
	2023-24 MATRONS FOR SPECIAL NEEDS STUDENTS ON BUSES	650,000.0000			650,000.00
Total:					650,000.00

**INSTRUCTIONS TO VENDOR**

1. DO NOT overship or substitute without prior School District Approval.
2. Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
3. A separate TAX FREE invoice set must be submitted for each order.
4. Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt.
5. Purchase Order Number and Location Number must appear on all documents relating to this order.

TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE:

1. SIGNED DELIVERY RECEIPT
2. INSURANCE (RECEIPT / NUMBER)
3. AIR BILL, WAY BILL, BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

*Marie Elliott*

Purchasing Agent

Enclosure V111.B.9  
Organizational Meeting  
July 13, 2023

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT  
2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

**2240055**

Page 1 of 1

DATE: 7/03/2023  
VENDOR #: 984  
REQUISITION #: 9189

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Venezia, Carol

**ORDER TO:**

INDEPENDENT COACH CORP.  
PO BOX 73  
LAWRENCE, NY 11559

**SHIP TO:**

Early Childhood Center at #4  
87 Wanser Avenue  
Inwood, NY 11096

Other: 2023 SUMMER HANDICAPP RUNS- TRANSPORTATION

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
	2023 SUMMER HANDICAPP TRANPORTATION	110,000.0000			110,000.00
	JULY \$ _____				
	AUGUST \$ _____				
	AS PER ATTACHED INVOICES.				
	EMAILED: _____				
	DATE: _____				
	AS PER ATTACHED SCHOOL LIST				
Total:					110,000.00

**INSTRUCTIONS TO VENDOR**

- DO NOT overship or substitute without prior School District Approval.
- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
- A separate TAX FREE invoice set must be submitted for each order.
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt.
- Purchase Order Number and Location Number must appear on all documents relating to this order.

TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT/ NUMBER)
- AIR BILL, WAY BILL, BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

*Marie Elliott*

Purchasing Agent

Enclosure V111.B.10  
Organizational Meeting  
July 13, 2023

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT  
2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

**2240031**  
Page 1 of 1

DATE: 7/07/2023  
VENDOR #: 1432  
REQUISITION #: 9143

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

**ORDER TO:**

MARTIN DE PORRES SCHOOL  
621 ELMONT ROAD  
ELMONT, NY 11003

**SHIP TO:**

Lawrence High School  
2 Reilly Road  
Cedarhurst, NY 11516

Other: Tuition 2023-2024

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
5.00 EA	2023-2024 Tuition	47,000.0000			235,000.00
Total:					235,000.00

**INSTRUCTIONS TO VENDOR**

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- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
- A separate TAX FREE invoice set must be submitted for each order.
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt
- Purchase Order Number and Location Number must appear on all documents relating to this order.

TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT / NUMBER)
- AIR BILL, WAY BILL, BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER

  
Purchasing Agent



**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT

**2240050**

Page 1 of 1

Enclosure V111.B.11  
Organizational Meeting  
July 13, 2023

2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

DATE: 7/03/2023  
VENDOR #: 1731  
REQUISITION #: 9183

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Wohlfarth, Nicole

**ORDER TO:**

NYS EMPLOYEES HEALTH INSURANCE  
P.O. BOX 645481  
CINCINNATI, OH 45264-5481

**SHIP TO:**

DISTRICT OFFICE  
2 REILLY ROAD  
CEDARHURST, NY 11516

Other: 2023-2024 HEALTH INSURANCE

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 YR	2023-2024 HEALTH INSURANCE	8,100,000.0000			8,100,000.00
Total:					8,100,000.00

**INSTRUCTIONS TO VENDOR**

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- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
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- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt.
- Purchase Order Number and Location Number must appear on all documents relating to this order.

**TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE:**

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT/ NUMBER)
- AIR BILL, WAY BILL, BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

*Marie Elliott*

Purchasing Agent

Enclosure V111.B.12  
Organizational Meeting  
July 13, 2023

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT  
2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

**2240032**

Page 1 of 1

DATE: 7/07/2023  
VENDOR #: 1890  
REQUISITION #: 9144

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

**ORDER TO:**

R.I.S.E.  
P.O. Box 937  
Monsey, NY 10952

**SHIP TO:**

Lawrence High School  
2 Reilly Road  
Cedarhurst, NY 11516

Other: Tuition 2023-2024

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	2023-2024 Tuition	33,000.0000			33,000.00
1.00 EA	1:1 Aide	28,000.0000			28,000.00
Total:					61,000.00

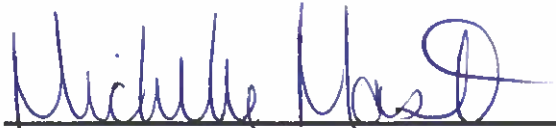
**INSTRUCTIONS TO VENDOR**

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- Purchase Order Number and Location Number must appear on all documents relating to this order

TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE:

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT / NUMBER)
- AIR BILL WAY BILL BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER

  
Purchasing Agent

Enclosure V111.B.13  
Organizational Meeting  
July 13, 2023

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT  
2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

**2240030**

Page 1 of 1

DATE: 7/07/2023  
VENDOR #: 2092  
REQUISITION #: 9142

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

<b>ORDER TO:</b>
SCO Family of Services 1415 Kellum Place Suite 140 Garden City, NY 11530

<b>SHIP TO:</b>
Lawrence High School 2 Reilly Road Cedarhurst, NY 11516

Other: Tuition 2023-2024

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
3.00 EA	2023-2024 Tuition	47,000.0000			141,000.00
Total:					141,000.00

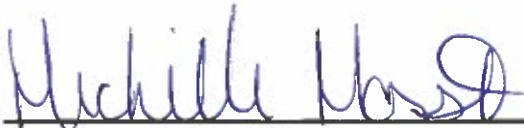
**INSTRUCTIONS TO VENDOR**

- DO NOT overship or substitute without prior School District Approval
- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
- A separate TAX FREE invoice set must be submitted for each order
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt
- Purchase Order Number and Location Number must appear on all documents relating to this order

TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE:

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT / NUMBER)
- AIR BILL WAY BILL BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER

  
Purchasing Agent

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT

**2231315**

Page 1 of 1

Enclosure V111.B.14  
Organizational Meeting  
July 13, 2023

2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

DATE: 5/22/2023  
VENDOR #: 3983  
REQUISITION #: 9054

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Weis, Sarah

**ORDER TO:**

SDF Service Plus, Inc.  
218 Quebec Road  
Island Park, NY 11558

**SHIP TO:**

Lawrence Public School-Facilities  
195 Broadway  
Lawrence, NY 11559

Other: Service and repair phase IV classroom Carrier unit ventilators 49-60, Lawrence Middle School

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	Diagnosis and assess what repairs are necessary to get classroom Carrier unit ventilator 01-48 up and running.	48,000.0000			48,000.00
	** Change Order: Increase PO				22,090.00
	** Change Order: Increase PO				20,000.00
Total:					90,090.00

**INSTRUCTIONS TO VENDOR**

1. DO NOT overship or substitute without prior School District Approval.
2. Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
3. A separate TAX FREE invoice set must be submitted for each order.
4. Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt.
5. Purchase Order Number and Location Number must appear on all documents relating to this order.

**TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE:**

1. SIGNED DELIVERY RECEIPT
2. INSURANCE(RECEIPT/ NUMBER)
3. AIR BILL. WAY BILL. BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

*Marie Elliott*

Purchasing Agent



**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT

**2240041**

Page 1 of 1

Enclosure V111.B.15  
Organizational Meeting  
July 13, 2023

2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

DATE: 7/10/2023  
VENDOR #: 2198  
REQUISITION #: 9173

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Venezia, Carol

**ORDER TO:**

SUBURBAN BUS TRANSPORTATION INC  
1881 NEWBRIDGE RD.  
BELLMORE, NY 11710

**SHIP TO:**

Early Childhood Center at #4  
87 Wanser Avenue  
Inwood, NY 11096

Other: 2023-24 BUS TRANSPORTATION FOR SPECIAL NEEDS STUDENTS - ROSEMARY KENNEDY-CCA

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
	2023-24 BUS TRANSPORTATION FOR SPECIAL NEEDS STUDENTS: ROSEMARY KENNEDY-CCA  MONTH: _____  INVOICE: _____  SCHOOL: _____  AS PER ATTACHED.  EMAILED: _____  DATE: _____	115,000.0000			115,000.00
Total:					115,000.00

**INSTRUCTIONS TO VENDOR**

1. DO NOT overship or substitute without prior School District Approval.
2. Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
3. A separate TAX FREE invoice set must be submitted for each order.
4. Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt.
5. Purchase Order Number and Location Number must appear on all documents relating to this order.

**TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE:**

1. SIGNED DELIVERY RECEIPT
2. INSURANCE(RECEIPT / NUMBER)
3. AIR BILL, WAY BILL, BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

*Marie Elliott*

Purchasing Agent

**PURCHASE ORDER**  
LAWRENCE UNION FREE SCHOOL DISTRICT

**2240054**

Page 1 of 1

Enclosure V111.B.16  
Organizational Meeting  
July 13, 2023

2 Reilly Road  
Cedarhurst New York 11516  
516-295-7064

DATE: 7/03/2023  
VENDOR #: 2333  
REQUISITION #: 9187

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Bonziglia, Linda

**ORDER TO:**

TRIAD GROUP LLC  
400 JORDAN ROAD  
3RD FLOOR  
TROY, NY 12180

**SHIP TO:**

Lawrence High School  
2 Reilly Road  
Cedarhurst, NY 11516  
  
Attn: Jeremy Feder

Other: Excess Workers Compensation Insurance Premium

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25  
OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL

This is a governmental purchase order which may be accepted in lieu of exemption  
certificate for sales tax purposes. FEDERAL TAX I.D. # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	Policy # EWC009710 Effective 7/1/2023-7/1/2024 Excess WC Insurance Premium Midwest Employers CC	79,975.0000			79,975.00
Total:					79,975.00

**INSTRUCTIONS TO VENDOR**

- DO NOT overship or substitute without prior School District Approval.
- Send all invoices in duplicate to: LAWRENCE UFSD, PO BOX 477, LAWRENCE, NY, 11559
- A separate TAX FREE invoice set must be submitted for each order.
- Claims for Freight Charges must be accompanied by receipted Freight Bill or Postal Receipt.
- Purchase Order Number and Location Number must appear on all documents relating to this order.

TO EXPEDITE PAYMENT PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE:

- SIGNED DELIVERY RECEIPT
- INSURANCE(RECEIPT/ NUMBER)
- AIR BILL, WAY BILL, BILL OF LADING

I CERTIFY THAT THE ABOVE GOODS AND/OR SERVICES HAVE BEEN RECEIVED IN GOOD ORDER.

*Marie Elliott*

Purchasing Agent

LAWRENCE PUBLIC SCHOOLS  
PURCHASING DEPARTMENT

Enclosure V111.C  
Organizational Meeting  
July 13, 2023

**MEMO**

**TO:** Dr. Ann Pedersen, Superintendent of Schools  
**FROM:** Marie Elliott, Purchasing Agent  
**RE:** **FEDERAL CHILD NUTRITION PROGRAM BID**  
**DATE:** **July 10, 2023**

In accordance with Section 103 of Article 5A of the General Municipal Law, bids were requested for **FEDERAL CHILD NUTRITION**. On June 9, 2023, at 9:00 a.m., the bids were publicly opened and read aloud.

The bids were analyzed in Purchasing and reviewed by Jeremy Feder, Assistant Superintendent for Business, HMB Consultants and the Business Department. Based upon our review, we recommend that this bid be awarded to **Whitson's Culinary Group** as the lowest responsible bidder meeting our specifications. The total amount of the award is \$1,184,533.2512.

The tabulation of the bid is as follows:

Bidder	Amount Bid
Whitson's Culinary Group 1800 Motor Parkway Islandia NY 11749	\$1,184,533.2512



Lawrence Union Free School District  
BUDGET TRANSFER REQUEST

		6/30/2023	
Chanchal Kumar			
<b>Transfer TO</b>			
Budget Code:	<u>A2250.400.43.4003</u>	AMT \$	<u>105,000.00</u>
DESCRIPTION:	<u></u>		
Budget Code:	<u>A2250.400.60.4026</u>	AMT \$	<u>19,370.00</u>
DESCRIPTION:	<u></u>		
Budget Code:	<u>A2815.400.00.4010</u>	AMT \$	<u>100,000.00</u>
DESCRIPTION:	<u></u>		
Budget Code:	<u>A2815.400.60.4010</u>	AMT \$	<u>25,000.00</u>
DESCRIPTION:	<u></u>		
<b>Transfer FROM</b>			
Budget Code:	<u>A2250.400.43.4000</u>	AMT \$	<u>145,000.00</u>
DESCRIPTION:	<u></u>		
Budget Code:	<u>A2250.400.43.4007</u>	AMT \$	<u>25,000.00</u>
DESCRIPTION:	<u></u>		
Budget Code:	<u>A2250.470.43.4000</u>	AMT \$	<u>56,370.00</u>
DESCRIPTION:	<u></u>		
Budget Code:	<u>A2815.500.60.0000</u>	AMT \$	<u>23,000.00</u>
DESCRIPTION:	<u></u>		
<b>Transfer Justification</b>		(If this is a reoccurring expense, adjust future budget)	
<u>To increase the budget for special ed-nurses, nps related services, health services, nurses-nps.</u>			
<u></u>			
<u></u>			
<u></u>			

Supervisor' Signature \_\_\_\_\_  
Business Office Approval \_\_\_\_\_  
Superintendent's Approval \_\_\_\_\_

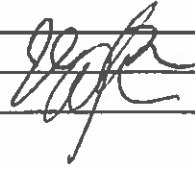
Date: \_\_\_\_\_  
Date: 7/11/2023  
Date: 7/11/2023

REVISED December 2, 2013

Business Office Use Only	
Verification of Funds:	<u>M. Eliaff</u>
BOE Action:	_____
Transfer date:	_____

**Lawrence Union Free School District  
BUDGET TRANSFER REQUEST**

		7/11/2023	
<b>Chanchal Kumar</b>			
<b>Transfer TO</b>			
<b>Budget Code:</b>	<u>A1910.400.00.0098</u>	<b>AMT \$</b>	<u>122,379.00</u>
<b>DESCRIPTION:</b>	<u></u>		
<b>Budget Code:</b>	<u></u>	<b>AMT</b>	<u></u>
<b>DESCRIPTION:</b>	<u></u>		
<b>Budget Code:</b>	<u></u>	<b>AMT</b>	<u></u>
<b>DESCRIPTION:</b>	<u></u>		
<b>Budget Code:</b>	<u></u>	<b>AMT</b>	<u></u>
<b>DESCRIPTION:</b>	<u></u>		
<b>Transfer FROM</b>			
<b>Budget Code:</b>	<u>A9060.800.00.9002</u>	<b>AMT \$</b>	<u>122,379.00</u>
<b>DESCRIPTION:</b>	<u></u>		
<b>Budget Code:</b>	<u></u>	<b>AMT</b>	<u></u>
<b>DESCRIPTION:</b>	<u></u>		
<b>Budget Code:</b>	<u></u>	<b>AMT</b>	<u></u>
<b>DESCRIPTION:</b>	<u></u>		
<b>Budget Code:</b>	<u></u>	<b>AMT</b>	<u></u>
<b>DESCRIPTION:</b>	<u></u>		
<b>Transfer Justification</b>		<small>(If this is a recurring expense, adjust future budget)</small>	
<u>To increase the budget for the school insurance for 2023-24.</u>			
<u></u>			
<u></u>			
<u></u>			

Supervisor' Signature   
Business Office Approval \_\_\_\_\_  
Superintendent's Approval \_\_\_\_\_

Date: \_\_\_\_\_  
Date: 7/11/2023  
Date: 7/11/2023

<small>Business Office Use Only</small>	
Verification of Funds:	<u>M. Celis</u>
BOE Action:	_____
Transfer date:	_____

**Lawrence Union Free School District  
BUDGET TRANSFER REQUEST**

		6/30/2023
<b>Chanchal Kumar</b>		
<b>Transfer TO</b>		
<b>Budget Code:</b>	<b>F9901.970.97.2122</b>	<b>AMT \$ 1,177,068.58</b>
<b>DESCRIPTION:</b>		
<b>Budget Code:</b>		<b>AMT</b>
<b>DESCRIPTION:</b>		
<b>Budget Code:</b>		<b>AMT</b>
<b>DESCRIPTION:</b>		
<b>Budget Code:</b>		<b>AMT</b>
<b>DESCRIPTION:</b>		
<b>Transfer FROM</b>		
<b>Budget Code:</b>	<b>F2110.500.97.2122</b>	<b>AMT \$ 953,370.64</b>
<b>DESCRIPTION:</b>		
<b>Budget Code:</b>	<b>F2110.400.97.2122</b>	<b>AMT \$ 223,697.94</b>
<b>DESCRIPTION:</b>		
<b>Budget Code:</b>		<b>AMT</b>
<b>DESCRIPTION:</b>		
<b>Budget Code:</b>		<b>AMT</b>
<b>DESCRIPTION:</b>		
<b>Transfer Justification</b> <span style="float: right;">(If this is a reoccurring expense, adjust future budget)</span>		
To adjust the CRRSA-ESSER 2 grant budget based on the funds being spend in the capital fund.		

Supervisor' Signature \_\_\_\_\_  
Business Office Approval \_\_\_\_\_  
Superintendent's Approval \_\_\_\_\_

Date: \_\_\_\_\_  
Date: **7/11/2023**  
Date: **7/11/2023**

<small>Business Office Use Only</small>	
Verification of Funds:	<i>M. Elmer</i>
SOB Action:	_____
Transfer date:	_____



Enclosure V111.E.1.a  
Organizational Meeting  
July 13, 2023

### **STAFFING AGREEMENT**

This Agreement is entered into the 8<sup>th</sup> of May 2023, by and between **Lawrence Public Schools** having an address at: 2 Reilly Road, Cedarhurst, NY 11516 hereinafter referred to as "CLIENT", and **APEX Therapeutic Services, LLC** having an address at 1010 Northern Boulevard, Suite 424, Great Neck, NY 11021, hereinafter referred to as "APEX".

It is understood that:

1. APEX shall furnish to CLIENT qualified personnel on an as needed, as available basis and in accordance with the Agreement's terms. Qualified personnel are those individuals who meet the New York State established licensing board standards and guidelines for their respective profession. A list of type of nurses is attached hereto as exhibit A.
2. CLIENT and APEX agree that any personnel assigned to CLIENT pursuant to this agreement shall perform all services as an independent contractor to CLIENT and not as an employee, agent, partner, or venture participant of the CLIENT.
3. CLIENT may cancel its request for placement of any professional without charge by providing notice to the professional prior to his/her arrival at the site. The CLIENT will be billed for four (4) hours of services if the professional is not notified.
4. APEX and CLIENT will agree on a verification procedure, time sheet, or otherwise, which will determine when the professional actually worked, and a clinical documentation record indicating duties performed.
5. APEX shall submit to CLIENT weekly bills for services rendered, unless otherwise requested. CLIENT shall pay these bills within sixty (60) days of receipt. Any outstanding balances not paid within 60 days of the invoice date shall be subject to a late payment charge of 1.5% per month, 18% annual rate, or such lesser amount as necessary to ensure that such late charge does not exceed the maximum allowable by law. Should it be necessary to assign the account balance to a collection agency or an attorney for legal action, CLIENT shall pay all subsequent collection charges and legal fees. CLIENT further agrees that its responsibility to pay APEX for services provided under this agreement is separate and distinct from its ability to collect payment for such personnel's services from the patients, Medicare, Medicaid, and/or any other insurance program. CLIENT will be responsible for paying bills generated by independent contractors for their professional services. A current personnel rate schedule is attached hereto as Exhibit A, which sets forth the total hourly rates to be charged for the professionals.

6. Apex shall maintain and provide to CLIENT upon written request, the following information for any personnel:

1010 Northern Boulevard, Suite 424, Great Neck, NY 11021  
Tel: 516-472-7002 ♦ Fax: 718-228-6927 ♦ E-mail: msankhe@apexcare.net



- a.) A copy of that individual's current license, registration, or certification.
- b.) Proof of completion of educational requirements, including continuing education where such is required.
- c.) A completed I-9 form.
- d.) Proof of insurance coverage, such as defined herein.
- e.) Professional and character references from previous employers as to clinical competency and reliability.
- f.) Copy of professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate coverage.
- g.) Current physical on file including evidence of immunity to Rubella, evidence of immunity to Rubeola as applicable, Hepatitis B vaccination or declination, and PPD Tuberculin Screening Test.
- h.) Annual health assessment, including Tuberculin Screening as per New York State Department of Health guidelines.
- i.) A record of assignments for each personnel; complete personnel records, which shall include verification of qualifications, references, reports of medical examinations and tests, including immunizations. Subject to applicable law, rules and regulations, these records shall be subject to inspection by the New York State Department of Health and facility at all times during business hours at Apex's principal place of business.
- j.) For each personnel assigned to the CLIENT, APEX shall submit to the CLIENT physical health and immunization summary, copy of professional liability coverage and copy of license/certifications.
- k.) Each clinician assigned to work with CLIENT will be fingerprinted and cleared with the NYS Education Department prior to working at a Lawrence Public School.

7. In the event that any professional fails to act according to professional standards in the opinion of CLIENT, APEX shall remove such individual immediately from any and all assignments to the facility; however, such removal will be without prejudice to any fees theretofore accrued.

8. APEX affirms that it will register and assign professionals without regard to race, creed, color, age, handicap, religion, sex, sexual preference, national origin, ancestry, marital status or sponsorship; and further that all of its activities will be conducted in a non-discriminatory manner.

9. APEX agrees to indemnify and hold harmless CLIENT, its officers, employees, and agents against claims and actions arising out of or in connection with the acts and omission of APEX, its officers, employees, and agents to the extent, but only to the extent, that such claims and actions arise from the sole negligence of APEX, its officers, employees and agents in the placement of personnel. CLIENT agrees to indemnify and hold harmless APEX from any and all claims arising out of or in connection with the acts



or omissions of CLIENT, its officers, employees, and agents for the provision of medical care and treatment to patients of CLIENT to the extent, but only to the extent, that such claims and actions arise from the sole negligence of CLIENT, its officers, employees and agents.

10. Notwithstanding anything contained herein to the contrary, the CLIENT assumes professional and administrative responsibility for services rendered by personnel assigned by APEX and remains responsible for: a) ensuring that any service provided pursuant to this agreement complies with all pertinent provisions of Federal, State, and local statutes, rules and regulations; b) planning, coordination, and ensuring the quality of all services provided; and c) ensuring adherence to the plan of care established for patients. CLIENT is responsible for supervision and instruction of the personnel regarding policies, procedures, facility operation, specifically including, but not limited to all necessary CLIENT safety procedures, equipment handling, and services to be rendered. CLIENT shall remain solely liable for the safe and supervised performance of those entrusted to operate equipment and provide services.

11. APEX agrees to submit copies and/or facsimiles of the professional's personnel profile and other documentation as required by CLIENT.

12. APEX will notify CLIENT of any change in rates thirty (30) days before such change would go into effect. This notification will take place by certified mail. If APEX does not hear from the CLIENT before the change is to take place, it is assumed that CLIENT agrees to the new rates.

13. This agreement shall be terminable by either party without cause upon 30 days' written notice. Such termination will be without prejudice to any fees theretofore accrued. All outstanding charges due APEX will be paid within (20) twenty days of said notice. Unpaid sum will accrue interest at a rate of 1.5% per month. The CLIENT will pay any costs of collection.

14. The validity and interpretation of any terms and provisions of this agreement or of the rights and duties of the parties hereunder shall be governed by the laws of the State of New York. Both parties agree to submit any dispute to arbitration under the rules of the American Arbitration Association. Venue for all actions, including arbitration, arising out of this agreement shall be Nassau County, New York.

15. For the purposes of this agreement, notice shall be effective to the parties at the addresses stated herein.

16. In the event of litigation or arbitration between CLIENT and APEX, the unsuccessful party in any such litigation or arbitration shall pay to the successful party reasonable attorney's fees incurred by the successful party including attorney's fees to enforce the award or judgment.



17. This agreement will not automatically renew

18. This agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This agreement supersedes all previous written or oral agreements between the parties.

19. This agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties.

20. **Term.** The term of this agreement will commence July 1<sup>st</sup> 2023-June 30, 2024

21. **Obligations Upon Termination or Expiration.**

a.) Termination of this Agreement will not affect the rights and obligations of the parties arising out of any Services performed prior to the effective date of such termination. Upon any termination of this Agreement whatsoever, CLIENT will be entitled to cancel any order then outstanding, subject to the payment of reasonable cancellation charges for costs incurred by APEX Therapeutic Services. CLIENT shall not be excused from payment of any amounts owed to APEX Therapeutic Services upon termination or expiration of this Agreement.

b.) CLIENT acknowledges that after notice of termination has been given by either party, for any reason whatsoever, and even if such notice is subject to revocation or cure, it is the sole duty of CLIENT to promptly notify residents of CLIENT of the termination, and to arrange to provide alternative services to residents of the CLIENT to whom Services were provided by APEX Therapeutic Services, without interruption of medically necessary services CLIENT agrees to indemnify APEX Therapeutic Service from any injury or damage that may result to any person or property, by or from any act or omission by CLIENT in connection with its responsibilities under this section.

c.) Within thirty (30) days following termination, at a time and place to be mutually agreed, CLIENT and APEX Therapeutic Service will meet to resolve outstanding balances due to APEX Therapeutic Services and other issues with respect to termination. CLIENT acknowledges that if it refuses to participate in such meeting, all amounts determined by APEX Therapeutic Services is due from CLIENT, as evidenced by invoices delivered by APEX Therapeutic Services to CLIENT, will be deemed correct. All amounts payable to APEX Therapeutic Services from CLIENT under this Agreement or otherwise will be due payable to APEX Therapeutic Service thirty (30) days following termination.



**22. Security Agreement.**

- a.) This agreement constitutes a security agreement under the Uniform Commercial Code (UCC), in effect in the state where the CLIENT is situated (the "UCC"). As an inducement to APEX Therapeutic Services to extend credit to CLIENT, CLIENT hereby grants to APEX Therapeutic Services a security interest in all existing and future receivables (including, without limitation, health-care-insurance receivables), cash, products, goods, inventory (and the cash and non-cash proceeds thereof) (collectively, the "UCC Collateral"). This Agreement and the provisions of this Section 23 (a) secures any debt CLIENT now or hereby owe to APEX Therapeutic Services and will continue in effect until discharged in writing by APEX Therapeutic Services.
- b.) CLIENT hereby authorizes APEX Therapeutic Services to prepare and file financing statements, continuation statements and financing statement amendments in such form as APEX Therapeutic Services may require to perfect or to continue the perfection of this security interest, and CLIENT agrees, at APEX Therapeutic Services' request, to execute and deliver to APEX Therapeutic Services such financing statements, continuation statements and amendments.
- c.) In the event of any monetary default under this Agreement, and so long as such remedies provided by this Agreement or existing under applicable law. In exercising any remedies, APEX Therapeutic Services may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of APEX Therapeutic Services' other remedies. In connection with APEX Therapeutic Services' exercise of its remedies under the UCC, CLIENT agrees that APEX Therapeutic Services shall have the right to notify any account receivable of APEX Therapeutic Services' interest in the UCC Collateral and direct the account receivable to make payment directly to APEX Therapeutic Services. CLIENT agrees that any and all costs incurred by APEX Therapeutic Services in enforcing this Agreement and the provisions of this Section 23, including reasonable attorney's fees, shall be treated as an advance by APEX Therapeutic Services to CLIENT and shall constitute additional indebtedness secured by the Agreement.

23. The signatory herein below specifically warrants that such individual has the capacity and authority to represent, contract on behalf of, and bind CLIENT with respect to the obligations, rights, and duties contained herein.

24. Waiver by APEX of one or more terms, conditions, rights, duties or breaches shall not constitute a waiver of any other.





EXECUTED at New York, New York on the day and year first written above.

Lawrence Public Schools

APEX Therapeutic Services, LLC

NAME:

Nahomy Castillo

TITLE:

Nursing Manger

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

5/30/23  
Date



Enclosure V111.E.1.b  
Organizational Meeting  
July 13, 2023

## ***SERVICE AGREEMENT***

***By and Between***

***Lawrence Public Schools***

***And***

***ATC HEALTHCARE SERVICES, LLC***



This AGREEMENT is made and entered into by and between **Lawrence Public Schools**, located at **2 Reilly Road Cedarhurst, NY 110516** (hereinafter referred to as SCHOOL), and **ATC Healthcare Services, LLC**, a limited liability company having its principal office at 1983 Marcus Avenue, Suite E-122, Lake Success, NY 11042 (hereinafter referred to as ATC).

WHEREAS, SCHOOL desires, for the purpose of staffing, the personnel listed in Exhibit A (hereinafter referred to as Healthcare Associates) to fill positions at its premises on a temporary basis for the period commencing **July 1st, 2023** ("Effective Date") and;

WHEREAS ATC is willing to provide Healthcare Associates to SCHOOL for temporary staffing.

THEREFORE, SCHOOL and ATC agree as follows:

#### **1. RESPONSIBILITIES OF ATC**

- A. Provision of Personnel. ATC will provide Healthcare Associate(s) to fill specified position(s) who possess the skills and qualifications for said position(s) as defined by SCHOOL.
- B. OSHA. ATC will provide general (generic) infection control and safety training to Healthcare Associates in accordance with OSHA standards.
- C. Licensure. ATC will provide SCHOOL with Healthcare Associates who have current and unrestricted licenses, registrations and/or certifications as appropriate to their profession and as issued by applicable state and/or national licensing bodies to perform duties associated with the specified position. Upon direct, ATC will provide SCHOOL with documentation of such licensure, registration and/or certification.
- D. Personnel Standards. ATC complies with OSHA, governmental, and Joint Commission standards for contracted agency personnel. ATC provides Healthcare Associates who are HIPAA trained, and qualified in relation to their education, training, licensure, and competence as defined by SCHOOL's written job description or specification.
- E. Criminal Background Checks. Background checks shall be conducted in accordance with Part 87 of the Regulations of the New York State Commissioner of Education. ATC will ensure that all Healthcare Associates will have NYSED print clearance.
- F. Health Clearance. ATC verifies tuberculosis status for direct care staff and medical clearance to perform essential functions of the job where mandated by state law. Other medical testing (e.g., MMR titers) required by SCHOOL shall be specified in writing.
- G. Payment to Healthcare Associates. ATC is responsible for all payments made to Healthcare Associate(s) for services provided under this Agreement.
- H. Personnel Cancellation. ATC will make best efforts to inform SCHOOL of any Healthcare Associate cancellation no later than two (2) hours prior to reporting time and will make all reasonable attempts to find an appropriate replacement.
- I. Insurance. ATC shall procure and maintain (or require its subcontractors, if applicable, to maintain at subcontractor's expense) General and Professional Liability Insurance with limits not less than \$1,000,000 per occurrence, \$3,000,000 aggregate; Automobile Liability Insurance with combined single limit of \$1,000,000; and Worker's Compensation Insurance as required by state law. ATC will provide, at SCHOOL's direction, certificates of insurance evidencing such coverage.
- J. Subcontractors. In the event that ATC utilizes subcontractors to fulfill the staffing requests of SCHOOL under this Agreement, all such subcontractors will meet the same criteria as ATC's employed Healthcare Associates.

## 2. RESPONSIBILITIES OF SCHOOL

- A. Direct for Personnel. SCHOOL will notify ATC of specific needs (i.e., by shift and specialty) and the duration thereof as soon as the need is determined and provide appropriate work schedule.
- B. Acceptance and Supervision of Personnel. SCHOOL will accept Healthcare Associates who meet the qualifications for specific positions as defined by SCHOOL in its written job descriptions or specifications. SCHOOL shall have the right of refusal where SCHOOL has determined that Healthcare Associate(s) is/are not qualified for the position requested. Members of SCHOOL's professional staff will supervise Healthcare Associates while Healthcare Associates provide services under this Agreement.
- C. Float/Reassignment. SCHOOL agrees to float/reassign Healthcare Associates in rotation with its own staff and only in accordance with its own floating policies. SCHOOL will float Healthcare Associates only to clinical areas within their clinical competence as determined by the Healthcare Associate's licensure/certification, training, and/or skill level, and where the Healthcare Associate feels that he or she possesses the experience and/or competencies to perform the job. SCHOOL understands and acknowledges that the Healthcare Associate has the right to contact ATC if he or she is reassigned/floated to an area in which he or she does not feel competent.
- D. Orientation. SCHOOL will provide an appropriate orientation to units in which Healthcare Associates will be placed on assignment. The orientation length and extent is at the direction of SCHOOL. SCHOOL will orient Healthcare Associates, at its cost, to SCHOOL rules, regulations, policies, procedures, dress code, physical layout, emergency protocol, emergency evacuation, and equipment on any unit to which Healthcare Associate is assigned. This is understood to be an ongoing process.
- E. Performance Evaluation. SCHOOL is responsible for the establishment of staff clinical competence during the initial orientation period and on an ongoing basis during the contract period. SCHOOL agrees to complete a performance evaluation of Healthcare Associate at the completion of each assignment in the same unit of SCHOOL or at other intervals, but at least biannually. SCHOOL agrees and understands these evaluations are needed for ATC to ensure proper management of Healthcare Associates and to comply with regulatory and other standards.
- F. Training. SCHOOL will provide specific training on types and use of safety devices and equipment available and approved by SCHOOL, such as needles or sharp safety devices.
- G. Communication of Disciplinary Actions and Other Incidents. SCHOOL agrees to contact ATC and communicate in writing any disciplinary actions, performance related issues, occupational injuries/hazards, incidents, sentinel events, depositions, or lawsuits related to Healthcare Associates within one (1) business day of known occurrence. SCHOOL agrees to initiate and/or facilitate communication with ATC whenever an incident/injury report related to a Healthcare Associate is completed that directly involves SCHOOL, whether or not the incident results in an adverse event involving patients or staff members, and agrees to allow an authorized representative of ATC to obtain the report after an accident or injury to ensure proper disposition of the matter. SCHOOL understands that Healthcare Associates are expected to contact ATC whenever such incidents are completed and that negative trends in performance may lead to disciplinary action.
- H. Unsatisfactory Performance. SCHOOL will notify the ATC representative immediately and provide written documentation for any unsatisfactory performance or conduct by the Healthcare Associate(s), including if a Healthcare Associate appears to be under the influence of any substance. If SCHOOL determines that a Healthcare Associate is incompetent, has engaged in misconduct, or has been negligent, SCHOOL may direct the Healthcare Associate to leave SCHOOL. SCHOOL will be obligated to compensate ATC only for the number of hours actually worked by such Healthcare Associate.

- I. Cancellation of Shift. SCHOOL will use Healthcare Associate(s) for all scheduled shifts. If a shift is canceled, SCHOOL will be billed per Cancellation Policy listed in Invoicing and Payment Section 5J.
- J. Recruitment of Healthcare Associates. SCHOOL acknowledges and understands that ATC incurs considerable expense to advertise, recruit, interview, reference check, and evaluate its employees. As a result, SCHOOL will take no steps to recruit as its own employees those Healthcare Associates provided by ATC under this Service Agreement. SCHOOL may hire an ATC employee six (6) months after the last date employee worked for SCHOOL at no charge. If SCHOOL hires a Healthcare Associate at any time during their employment at SCHOOL through ATC, or within six (6) months after the last date worked, SCHOOL will be liable for liquidated damages of Twelve Thousand Five Hundred dollars (\$12,500.00), or twenty-five percent (25%) of first year's salary, whichever is greater. Furthermore, the non-solicitation language herein applies to any Healthcare Associate that is scheduled to work at SCHOOL by ATC who subsequently switches to a competing agency or entity of any kind to work at SCHOOL.  
If SCHOOL staffs an ATC Healthcare Associate who has been introduced, interviewed, or a resume was provided by ATC thru another Staffing Agency prior to six (6) months after the last shift worked under this agreement; SCHOOL will be liable for liquidated damages of six thousand dollars (\$6,000.00).
- K. Direct Placement. If SCHOOL hires any Healthcare Associate on a direct placement basis who has been introduced, interviewed, or provided resumes for by ATC, SCHOOL agrees to pay ATC a direct placement fee of twenty-five percent (25%) of the Healthcare Associate's annualized first year salary (see Exhibit B attached for Direct Placement Fee Confirmation Form). SCHOOL agrees not to refer any Healthcare Associate who has been introduced to SCHOOL by ATC to another party, including but not limited to, any affiliate, department or division of SCHOOL. Should SCHOOL refer Healthcare Associate to another party, and the party enters into a service relationship with the Healthcare Associate, both SCHOOL and party will be responsible for payment of the placement fee.

All direct placement fees are due and payable to ATC upon receipt of an invoice. SCHOOL will send payment to:

ATC Healthcare Services, LLC  
75 Remittance Drive Dept. 6773  
Chicago, IL 60675-6773

If the hired Healthcare Associate is dismissed or leaves for any reason (except for dismissal due to layoff or a reduction in workforce), within thirty (30) days of date of hire, ATC will replace Healthcare Associate at no additional charge to the SCHOOL. If a suitable replacement cannot be found, a refund will be administered to SCHOOL. This refund will be pro-rated based on number of days worked within the thirty (30) day new hire window.

Once SCHOOL hires Healthcare Associate, ATC is released from all staffing responsibility, employer obligations, and personnel matters related to Healthcare Associate, including, but not limited to insurance coverage, payment of wages or other forms of compensation, and mandatory state and federal withholdings. SCHOOL agrees to indemnify, defend, and hold harmless ATC from any liability or claim, arising out of employment with SCHOOL.

- L. Insurance. SCHOOL will procure and maintain General and Professional Liability Insurance with limits not less than \$1,000,000 per occurrence, \$3,000,000 aggregate; and Worker's Compensation Insurance for its employees as required by state law. SCHOOL will provide, at ATC's request, certificates of insurance evidencing such coverages.

### **3. SCHOOL SAFETY PARTNERSHIP**

- A. Safe Working Environment. In order for ATC to provide SCHOOL with the best service possible and for SCHOOL to provide a safe work environment for ATC's employees, following is a mutual understanding of safety and on-the-job injury procedures, practices and philosophies:

1. SCHOOL will only utilize ATC employees on jobs for which they have been assigned and trained. Any variance must be reported to the ATC office before work begins.
2. ATC employees will be oriented and trained by SCHOOL in all safety, hazardous communication (Safety Sheets information, etc.), operational instructions and specific safety PPE usage for tasks in the same manner as other SCHOOL employees, including but not limited to safety trainings, in-services and meetings. Evidence of safety training completion will be shared with ATC.
3. SCHOOL is required under OSHA 1904.31 (a) to complete and maintain an OSHA 300 and 300a form for ATC employees that sustain an injury or exposure at the SCHOOL worksite while under SCHOOL supervision.
4. ATC Employees are not authorized to perform tasks for which they have never been trained and which are outside their typical work duties.
5. ATC employees will be required to wear all appropriate safety equipment.
6. ATC will be notified immediately (at least within twenty-four (24) hours) in the event of an accident or injury to an ATC employee. ATC will coordinate appropriate medical treatment in this event, except in emergent cases requiring immediate treatment or medical care. SCHOOL will allow an authorized representative of ATC to obtain a report after an accident or injury to ensure proper disposition of the matter.
7. SCHOOL will notify ATC in the event any ATC employee appears to be under the influence of any substance.

#### **4. HOLD HARMLESS STATEMENT**

- A. Prohibited Job Related Activities. Unless SCHOOL has obtained the prior written consent of ATC, SCHOOL agrees not to ask or allow an ATC employee to perform any of the following job-related activities:

1. Driving an automobile or other motor vehicle.
2. Handling cash, securities, or other valuables.

If this prior written consent is not obtained, SCHOOL agrees to waive all rights to make a claim against ATC, and SCHOOL will relieve ATC from all liability and responsibility for any damage, loss, or expense which SCHOOL incurs as a result of the ATC employee engaging in such activities, and SCHOOL further agrees to indemnify and hold harmless ATC from and against all claims, damages, bodily injuries, losses, and expenses which might be caused as a result of the ATC employee engaging in any of these activities.

- B. Hazards. SCHOOL agrees not to knowingly expose any ATC employee to unnecessary hazard or extra hazards and to not violate any OSHA, safety law, rule or regulation whether federal, state or local. SCHOOL may be held liable as a result of any such violation.

#### **5. INVOICING AND PAYMENT**

- A. Payment. SCHOOL will remit invoice payment to ATC based on rates and terms listed in Exhibit A upon receipt of invoice. SCHOOL is responsible for paying interest on all accounts receivable over sixty (60) days in the amount of 1.5% (one and one-half percent) per month (18% [eighteen percent] per annum), or the maximum rate permitted by applicable law, whichever is less. If SCHOOL fails to pay any amounts when due under this Agreement, then ATC, at its option and without limiting any other rights available to it under this Agreement or otherwise, may by giving notice to the SCHOOL, (i)

suspend services hereunder, (ii) require SCHOOL to pay in advance of ATC performing staffing services, (iii) require SCHOOL to provide other security for payment satisfactory to ATC.

B. Responsible Party. SCHOOL will designate a person or party responsible for payment in this section.

Name: Lawrence Public Schools, c/o Ms. Catherine Santora  
Phone: 516-295-7036  
Email: csantora@lawrence.k12.ny.us

If there should be a change in personnel in this position, SCHOOL will notify ATC within three (3) business days.

- C. Invoicing. Invoicing will be done by ATC on a weekly basis from a signed time slip. Hours will be rounded to the nearest quarter hour for billing purposes. Invoices will be considered correct unless disputed in writing by SCHOOL within sixty (60) days of date of invoice.
- D. Holidays. Holidays are billed at one and one-half (1½) times the normal hourly rate. The holiday begins at the start of the day shift and continues through the entire night shift. The recognized holidays are as follows:

New Year's Day	July Fourth
Martin Luther King, Jr.'s Birthday	Labor Day
President's Day	Thanksgiving
Easter Sunday	Christmas Eve
Memorial Day	Christmas Day
Juneteenth	New Year's Eve

- E. Overtime. Overtime billing at one and one-half (1½) times the normal hourly rate will be charged for all hours worked over forty (40) per Healthcare Associate per billing week.
- F. On-Call. On-call shall be considered hours in excess of the minimum guaranteed straight-time hours as set forth in this Agreement. The on-call rate for Healthcare Associates is listed in Exhibit A for time spent on-call. If the Healthcare Associate is called in while on-call, then the rate shall be one and one-half (1½) times the applicable hourly rate as specified in this Agreement. SCHOOL shall pay ATC time and one-half (1½) for a minimum of two (2) hours for any Healthcare Associate who is on-call and subsequently activated by SCHOOL, whether or not Healthcare Associate actually works such two (2) hours. However, if Healthcare Associate works more than two (2) hours, SCHOOL shall pay ATC for the total hours actually worked by Healthcare Associate at one and one-half (1½) times the applicable hourly rate.
- G. Supervisory and/or Charge. The applicable rates for Healthcare Associates performing services in a supervisory and/or in-charge capacity shall be four dollars (\$4) per hour above the hourly rates specified in this Agreement.
- H. Orientation. SCHOOL will be invoiced for any required orientation at the rates listed in Exhibit A.
- I. Nonpayment. In the event of nonpayment of any amounts owing under this agreement, SCHOOL agrees to pay all reasonable attorneys' fees, collection costs, and expenses incurred by ATC in connection with the collection of such amounts.
- J. Per Diem Cancellations and Late Requests.
1. SCHOOL has the right to cancel any scheduled short-term assignments with two (2) hours notice prior to the start of the shift without penalty. Shifts canceled with less than two (2) hours notice will be billed at the agreed shift rate.

2. When SCHOOL places shift orders less than two (2) hours prior to the start of a shift and the scheduled Healthcare Associate is late as a result, the full shift will be billed.
3. If a Healthcare Associate begins a shift and is sent home for any reason other than unsatisfactory performance, the entire shift will be billed.

## **6. MUTUAL RESPONSIBILITIES**

- A. Term and Termination. This agreement shall be from July 1, 2022 (Effective Date) thru June 30, 2023. Either party may terminate this agreement at any time with or without cause, upon thirty (30) days written notification to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.
- B. Notices. All notices required or permitted to be given under this Agreement shall be in writing and may be delivered personally with proof of receipt, sent by registered or certified pre-paid mail, return receipt requested, or by an overnight carrier with proof of receipt.

Notices to ATC shall be sent to:

ATC Healthcare Services, LLC  
1983 Marcus Avenue, Suite E-122  
Lake Success, NY 11042  
Attn: Contracts Department

Notices to SCHOOL shall be sent to:

Lawrence Public Schools  
Business Office  
2 Reilly Road  
Cedarhurst, NY 11516  
Attn: Catherine Santora  
Phone: 516-295-7036  
Email: [csantora@lawrence.k12.ny.us](mailto:csantora@lawrence.k12.ny.us)

- C. Amendments. No amendments to this Agreement will be effective unless made in writing and signed by both parties.
- D. Independent Contractors. In entering into and performing under this agreement, both parties are at all times performing as independent contractors. Nothing in this agreement shall constitute or be construed as the creation of an employment relationship, partnership, or joint venture between ATC, its agents or employees, and SCHOOL. With respect to personnel furnished to SCHOOL under this agreement, such personnel shall be at all times considered employees of ATC and ATC shall comply with all local, state, and federal laws and ordinances applicable to it as an employer, including requirements for payment of wages, verification of employment eligibility pursuant to United States immigration laws, fair labor standards, workers compensation, and laws requiring equal employment opportunity and prohibiting discrimination in employment. Nothing in this Agreement shall be construed as creating an employment relationship between SCHOOL and Healthcare Associate.
- E. Indemnification. Each party shall indemnify and hold harmless the other party and its parents, subsidiaries, affiliates, shareholders, directors, officers, trustees, employees, agents, and contractors against all actions, claims and demands whatsoever including costs, expenses, and reasonable attorneys' fees resulting from or claimed to have resulted from any negligent acts or omissions of the indemnifying party, its employees or independent contractors (including, for ATC, a Healthcare Associate), with respect to the performance of services under this Agreement or in the performance of the indemnifying party's obligations pursuant to this Agreement.
- F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of



the State of New York without regard to principles of conflicts of law. Any action or proceeding initiated by any party to this Agreement shall be brought against in the courts of the State of New York, County of Nassau or the United States District Court for the Eastern District of New York, and each of the parties consents and submits to the jurisdiction of such courts in any such action or proceeding, and each party waives any objection to venue laid therein.

- G. Dispute Resolution. Both parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties, or their respective designees, who have authority to settle the same, and, furthermore, both parties agree not to commence any formal action or proceeding unless the matter is not resolved by such negotiation within sixty (60) days of receipt of a written dispute notification. Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.
- H. Non-Discrimination. ATC and SCHOOL affirm and agree to comply with ATC's policy as it relates to discrimination and harassment, including sexual harassment, as stated below:
  - 1. It is the policy of ATC not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, disabled veteran, Vietnam-era veteran or other protected veteran status, or any other characteristic protected by federal, state or local laws.
  - 2. Harassment and sexual harassment violate ATC policy as all employees should have the ability to perform their jobs in an atmosphere which is free from all forms of discrimination.
  - 3. All complaints of discriminatory treatment in violation of ATC policy, and any complaint of harassment of any type, including sexual harassment, as well as any complaint of retaliation for the reporting of such unlawful treatment should be brought to the attention of a member of ATC's management staff. Both ATC and SCHOOL agree to investigate all complaints and collectively cooperate in the investigation and appropriate resolution of such complaints.
- I. Entire Agreement. This Agreement constitutes the entire contract between ATC and SCHOOL regarding the services covered under this Agreement and will supersede any prior agreements between the parties for the same services. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
- J. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may, without the consent of the other, assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.
- K. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.
- L. Invalid Provision. In the event that a provision of this Agreement is held to be invalid, the remainder of this Agreement will remain in full force and effect.
- M. Headings. The headings of sections of this Agreement are for reference only and will not affect the meaning or interpretation of this Agreement.
- N. Applicable Laws. Both parties will comply with all applicable local, state and federal laws and regulations in the provision of services under this Agreement and certify that they are licensed, as applicable, to provide such services.

- O. Access to Records. If required by law or regulation, both parties will make available to Health and Human Services ("HHS"), Centers for Medicine and Medicaid Services ("CMS"), the General Accounting Office ("GAO"), and the other party, or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after furnishing services in fulfillment of the terms herein, or such other time period as required by applicable law. If services are provided by subcontract with a related organization, both parties will require by contract that the subcontractor make available to HHS, CMS, GAO, and the other party, or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of services thereunder, or such other time period as required by applicable law.
- P. Confidential Information. Each party agrees to use its best efforts to prevent and protect the other party's Confidential Information, as hereinafter defined, from disclosure to any person other than its employees or agents having a need for disclosure in connection with the provision of services under this Agreement. Confidential Information includes, but is not limited to, costs, profit and margin information, financial information, personally identifying information as defined by the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99 and client lists, regardless of whether such information is designated as Confidential Information at the time of its disclosure. Confidential Information shall not be deemed proprietary and the receiving party shall have no obligation with respect to such information where the information: (a) was known to the recipient prior to receiving the Confidential Information from the other party; (b) has become publicly known through no wrongful act of the recipient; (c) was received by the recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; (d) was independently developed by the recipient without use of the Confidential Information; or (e) was ordered to be publicly released by the requirement of a government agency. Each party agrees that all Confidential Information shall remain the property of the discloser. Nothing contained herein shall be construed as granting or implying any transfer of rights to the recipient in the Confidential Information. This clause shall survive termination of the Agreement.
- Q. Suspension or Debarment. Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge, its currently practicing staff (to include for ATC its Healthcare Associates and for FACILITY its applicable healthcare staff, hereinafter collectively "Staff"), are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG and GSA lists of excluded persons and the representations of each individual Staff.
- R. Protected Health Information. Both parties agree to use and disclose protected health information only as permitted by applicable state and federal laws, including applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the HIPAA Privacy and Security Rules codified at 45 C.F.R. Parts 160 and 164, and all applicable HIPAA-related rules and regulations as they are published and as further defined by later-occurring government regulations.
- S. Force Majeure. ATC shall not be liable or responsible to FACILITY, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of ATC including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not); terrorist threats or acts, riot, or other civil unrest; national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce);

restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, qualified personnel or third party services; materials or telecommunication breakdown or power outage; or failure or delay of ATC’s suppliers, third party service providers or subcontractors due to the above mentioned events, provided that, if the event in question continues for a continuous period in excess of fifteen (15) days, FACILITY shall be entitled to give notice in writing to ATC to terminate this Agreement.

The parties have executed this Agreement and so certify below by signatures of authorized representatives.

ATC Healthcare Services, LLC

DocuSigned by:  
SIGNATURE: David Savitsky  
NAME: David Savitsky  
TITLE: CEO  
EMAIL: DSavitsky@ATCHealthcare.com  
DATE: 7/10/2023

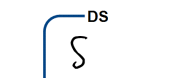
Lawrence Public Schools

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
DATE: \_\_\_\_\_

THIS DOCUMENT IS NOT VALID OR BINDING UNLESS SIGNED BY AN OFFICER OR DIRECTOR OF CONTRACTING OF ATC HEALTHCARE SERVICES, LLC

**EXHIBIT A****ATC Healthcare Services, LLC  
Per Diem Hourly Rates**

<b>SCHOOL:</b>  <b>Lawrence Public Schools</b>	
<b>Occupation</b>	<b>All Shifts</b>
<b>RN -School nurse substitute services</b>	<b>\$72.98</b>
<b>RN - 1:1 student nursing services</b>	<b>\$72.98</b>
<b>Licensed Practical Nurse</b>	<b>\$56.70</b>
<b>Para - Licensed Para-Professional services</b>	<b>\$37.95</b>
<b>Certified Nursing Assistant</b>	<b>\$38.33</b>
<p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>• <b>Overtime and Holiday Pay:</b> 1 ½ times the hourly bill rate</li> <li>• <b>Travel Rate:</b> IRS standard rate per mile</li> <li>• <b>On-call:</b> \$7.00 per hour</li> <li>• <b>Supervisory/Charge Capacity:</b> \$4 per hour above the hourly bill rate</li> <li>• <b>Shift Guarantee:</b> Minimum shift length will be 4 hours long. If Healthcare Associate works less than 4 hours, FACILITY will be responsible to pay for 4 hours of work.</li> <li>• <b>Rate Adjustments:</b> Per Diem hourly rates will be increased by five percent (5%) on an annual basis on the anniversary date of the Agreement.</li> </ul>	

  
 ATC Initials

  
 SCHOOL Initials

**EXHIBIT B**

**ATC Healthcare Services, LLC**

**Direct Placement Fees For**

**Lawrence Public Schools**

SCHOOL agrees to hire the following Healthcare Associate from ATC, as of the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_:

Healthcare Associate Name: \_\_\_\_\_

Healthcare Associate Title: \_\_\_\_\_

Permanent Placement Fee: \_\_\_\_\_

**ATC Healthcare Services, LLC**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**Lawrence Public Schools**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
BETWEEN  
LAWRENCE FREE UNION SCHOOL DISTRICT  
AND  
BAYLOR UNIVERSITY**

**THIS AGREEMENT** (the “**Agreement**”) by and between **LAWRENCE FREE UNION SCHOOL DISTRICT** (“**the Agency**”) and Baylor University (“**the University**”) shall become effective as **June 14, 2023** (“**the Effective Date**”). The Agency and the University may be referenced together herein as each the “**Party**” or collectively as the “**Parties**”.

WHEREAS, the Baylor University Department of Communication Science and Disorders through its graduate division requires the use of field instruction experiences under appropriate guidance and supervision for students in the majors and minors associated with these divisions (hereafter referred to as “**CSD Degree Programs**”), as these clinical practice experiences are essential for further student development in order to develop the necessary effective skills, clinical judgment, and a sense of professional responsibility for students in the CSD Degree Programs, and

WHEREAS, the Agency offers suitable field instruction facilities and conditions which meet criteria established by the regulatory agencies, including the American Speech-Language-Hearing Association, overseeing communication science and disorder programs for agencies affiliating with such CSD Programs and by the University, and

WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial in providing uniquely advantageous educational experiences,

BE IT UNDERSTOOD AND AGREED that Agency and University desire to enter into an agreement whereby students in the University CSD Programs shall receive field experiences in practicum courses at the Agency. This Agreement shall be governed by the following conditions:

**I. UNIVERSITY RESPONSIBILITIES:**

- A. **Provision of Foundational Curriculum.** The University shall assume full responsibility for planning, execution, and determining the adequacy of the education phase of the CSD Degree Programs, including curriculum, administration, faculty appointments, and matters which normally are reserved as University function, such as granting degrees and advising students. However, recommendations and suggestions may be solicited from the Agency's staff in making significant revisions. The University shall provide the Agency with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications, certifications, or licensures when requested.
- B. **University Accreditation.** As required by Agency, the University represents that it is and, for the term of this Agreement, will be (a) approved by the Texas Higher Education Coordinating Board and (b) accredited by the Southern Association of Colleges and Schools Commission on Colleges, recognized by Council for Higher Education Accreditation or the U.S. Department of Education. The University will provide Agency with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, the University shall notify

Agency, in writing, within three (3) business days. Agency may, at its sole discretion, suspend or terminate this Agreement if the University fails to maintain its accreditation.

- C. **Selection of Students.** The University shall recommend for placement in the on-site education experience program of the Agency only those students who have earned a satisfactory record and have met the minimum requirements of the prerequisite didactic portion established by the University CSD Degree Programs within the Department of Communication Sciences and Disorders. The University shall assist the site with selection of students to the Agency with the student's knowledge and consent. The University agrees that this document does not limit the Agency to accepting only students from this University into the on-site education program.
- D. **University Liaison; Communications.** The University will designate a faculty or other professional staff member to coordinate and act as its liaison to the Agency. The individualized assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged by the liaison based on the objectives of the practicum and available learning opportunities, and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The University shall notify the Agency in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Agency. The University will provide the Agency with the following written information two weeks prior to the start of each clinical experience: (i) names of students and responsible faculty; (ii) any necessary registration numbers of faculty; (iii) documentation of professional liability insurance for students and faculty; (iv) other appropriate information as requested.
- E. **Supervision of Students' Clinical Practice.** No one associated with the University other than the participating student will be at the Agency in connection with this educational experience, other than for an Agency tour or upon special request by the Agency.
- F. **Visitation of University Campus.** The University shall extend the authorized representatives of the Agency an open invitation to visit the CSD Degree Programs within the Department of Communication Sciences and Disorders at the University and consult with faculty and students in the program.
- G. **University Attestation.** Upon request of the Agency, the University shall provide evidence of the following:
  - 1) That each student has met all health requirements of the Agency, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, and Occupational Safety and Health Administration's ("OSHA") compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Agency may update these requirements upon written notice to University. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.
  - 2) That where required by and acceptable to the Agency, a criminal background check and a drug screen have been completed as to each placed student prior to participation in the practical learning and clinical educational experience. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

**H. Required Training.** University shall require that all faculty and students who may be at risk for occupational exposure to blood or other potentially infectious materials be:

- 1) Trained in accordance with OSHA's Occupational Exposure to Blood borne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991.
- 2) Trained in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens.
- 3) Trained in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment.
- 4) Provided information on the Hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.

**I. Student Notices.** The University shall advise students of their responsibilities regarding participation in the on-site education process, including:

- 1) Reporting to the Agency on time and following the administrative policies, standards, and practices of the Agency, including current Title IX and COVID-related policies and procedures. This also includes meeting the personal, ethical and professional standards required of employees of the Agency and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies. Students will appear in appropriate attire acceptable to the institution for instruction of all kinds. Permission may be included to attend seminars, conferences, and to participate in other pertinent institutional activities.
- 2) Obtaining medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Agency, unless otherwise required by law.
- 3) Providing his/her own transportation and living arrangements.
- 4) Following all established regulations of any state regulatory agency associated with the clinical experience during the scheduled operating hours of the Agency.
- 5) Conforming to the standards and practices established by the University while functioning at the Agency.
- 6) Obtaining prior written approval of the Agency and University before publishing any material relating to the practical learning and clinical educational experience.

## **II. AGENCY RESPONSIBILITIES:**

**A. Provision of Facilities/Supervision for Supervised Clinical Experience.**

- 1) The Agency agrees to Accept students for field instruction including participation in the overall Agency program and activities as appropriate to the objectives of field instruction. The Agency will provide students such cases, client contacts, access to records and other information within the Agency to meet the objectives of field instruction, including both a variety of direct service experiences and experiences with the organizational functioning of the Agency as are available and appropriate. The Agency will have the right to interview students selected by University. The Agency will have the right to reject any student who, in the Agency's judgment, does not meet its criteria for acceptance and to set the total number of students the Agency is willing to accept for placement.



- 2) Subject to the ability of Agency to accommodate University's request, which Agency shall determine in its sole discretion, the Agency agrees to make the appropriate facilities available to the University in order to provide supervised practical learning and clinical educational experiences to students enrolled in the CSD Degree Programs at the University. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Agency procedures. Activities in which the student may be engaged, under clinical supervision, may be listed on Attachment A to this Agreement by the Parties. The Agency shall inform University of any change in policies, procedures, or staffing that might affect the quality of nature of field instruction.
  - 3) The Agency shall designate and submit in writing to the University the name and professional and academic credentials of the individual(s) overseeing student(s) experiences, and the Agency will allot said individual(s) sufficient time for planning, supervision, evaluation, and to gain familiarity with the University's program.
  - 4) The Agency shall provide, within Agency limitations, conference rooms and lockers requested, and such equipment, supplies, and clerical assistance as are necessary to the accomplishment of the learning task and the student's responsibilities in the Agency.
- B. **Policies/Procedures Applicability to Students.** Students are to remain subject to the authority, policies, and regulations imposed by the University and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Agency and imposed by the Agency on its employees and agents with regard to following the administrative policies, standards, and practices of the Agency.
- C. **Agency Liaison; Communications.** The Agency shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the University's designated liaison to assure mutual participation in and surveillance of the practical learning and clinical educational experience. The Agency shall, at least four weeks prior to each academic term, provide the University with the maximum number of students (from all CSD Degree Programs) that can be assigned to each patient unit and service area. The Agency shall notify the University in writing of any change or proposed change of the person(s) responsible for coordinating the practical learning and clinical educational experience. The Agency also agrees to provide the University all information reasonably requested concerning a student's educational experience performance, including the nature of the experiences each student receives and a written summary report.
- D. **Client Care.** While at the Agency, students are not to replace the Agency staff, and are not to render service except as identified for educational value and delineated in the joint-planned practical learning and clinical educational experiences. Any such direct contact between a student and a client shall be under the proximate quality supervision of a member of the staff of the Agency. The Agency shall at all times retain full responsibility for client care and for control of established standards of client care. The Agency will comply with all applicable federal and state health and safety laws and regulations. Any provision of this agreement to the contrary notwithstanding, a client may request that they not be a teaching client and such request will be honored by Agency and University. In addition, the Agency may, on its sole authority, designate one of its clients as a non-teaching client.
- E. **Emergency Treatment of Students.** Emergency outpatient treatment will be available to students while under the supervision of the Agency for practical learning and clinical

educational experience in case of accident or illness. In case of emergency at a non-Agency site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment, unless otherwise required by law.

- F. **University Tour of Agency.** The Agency shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational experiences, by representatives of the University and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
- G. **Orientation.** The Agency shall require and provide an orientation to the faculty and students before direct patient contact is allowed. Orientation by the Agency shall include information regarding:
- 1) The Agency's Exposure Control Plan for blood borne pathogens and the means by which students and faculty can obtain a copy of the written plan.
  - 2) The engineering controls used within the Agency's work site.
  - 3) The personal protective equipment available in each of the Agency's work areas.
  - 4) The identification of tasks and patient-related activities which increase the risk of exposure to HBV, HIV, and other blood borne pathogens.
  - 5) What constitutes an exposure.
  - 6) The established procedure to follow after an exposure to blood or body fluids occurs including the methods of reporting the incident and the medical follow-up required.

### **III. UNIVERSITY AND AGENCY JOINT RESPONSIBILITIES:**

- A. **Instructional Period.** The course of the practical learning and clinical educational experience will cover a period of time as arranged between the University and Agency. The beginning dates and length of experience shall be mutually upon by the University and Agency and will conform to the student's academic calendar to the greatest extent possible while meeting the required hours for accreditation.
- B. **Compliance with Privacy Laws/Confidential Information.**
- 1) **HIPAA.** The Agency and University jointly agree that Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation"). To the extent that students are participating in a clinical/non-clinical experience at Agency such students shall:
    - a) Be considered part of Agency's workforce for HIPAA compliance purposes in accordance with 45 CFR Part 164.103, but shall not be construed to be employees of Agency;
    - b) Receive training by Agency on, and subject to compliance with, all of Agency's privacy policies adopted pursuant to the HIPAA Privacy Regulation; and
    - c) Not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through participation in the clinical/non-clinical experience that has not first been de-identified as provided in 45 CFR §164.514(a);

No services are being provided to Agency by University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

- 2) **FERPA.** Both Parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in their possession regarding the University's students who train at the Agency pursuant to this agreement, as well as any and all information regarding any Agency students. Both Parties agree to limit the use of such information only for the purpose for which they obtained such information.
- 3) **Other Confidential Information.** The Parties understand and agree that in connection with this Agreement, each Party may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with the other Party, and which may cause each Party to suffer competitively or economically if such information becomes known to persons outside of that Party. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to each Party's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, each Party agrees not to directly or indirectly use or disclose to any individual or entity any confidential Party information at any time.

The foregoing restrictions on use and disclosure of confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section 3, (iii) that is known by a Party prior to receipt of the information from the other Party as clearly evidenced by such Party's books and records, (iv) that is lawfully received by a Party from a Party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a Party without reliance on the confidential information received as clearly evidenced by such Party's books and records.

- C. **Removal of Students.** Both Parties agree that either the University or the Agency relieve a student of any specific assignment or may drop a student enrolled in the program if, in the opinion of either party, the student is not making satisfactory progress in the program. Any student who does not satisfactorily complete the program or any portion thereof may repeat the course at the same Agency only with the written approval of both the Agency and the University. Both Parties also agree Agency may reserve the right to reasonably discipline any student who fails to comply with Agency policies and procedures. Discipline may result from conduct, work, or health status that materially interferes with the Agency's ability to care for students or impairs the student from benefiting from the clinical experience. If Agency, in its sole discretion, determines that the student's acts or omissions are unsatisfactory for (1) non-adherence to the following: (i) dress code, (ii) behavior standards; (iii) administrative and medical policies; (iv) maintenance of professional liability insurance; or (2) cannot provide safe care due to physical or mental illness, the student will immediately cease the clinical experience at the Agency, and the Agency will notify University's liaison of such discipline or removal.
- D. **Discrimination.** The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability

in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

- E. **Employment Status.** The University and Agency acknowledge that the student is an enrolled student at the University only engaged in a supervised educational experience at the Agency. No student, under this Agreement shall in any way be considered an employee or agent of the Agency or of the University, nor shall any such student be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Agency or of the University. No employee or agent of one Party shall in any way be considered an employee or agent of the other Party. This Agreement does not contemplate the payment of a fee or remuneration by either Party to the other either before, during, or after the completion of the educational experience. The University acknowledges and shall require student to also acknowledge that student is not entitled to nor promised in any manner an employment position at Agency after completion of the educational experience. This provision shall not be deemed to prohibit the employment of a student or faculty member of the University by the Agency under a separate employment agreement or prohibit the employment of an employee of the Agency by the University under a separate employment agreement.

F. **Insurance.**

1. **University Insurance.** The University shall maintain for itself and provide to students or require that students obtain and maintain appropriate professional liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers approved by Agency. A copy of the certificate of insurance shall be provided to the Agency. The University shall maintain for itself and provide to students appropriate general liability insurance coverage in the amounts of at least \$1,000,000 per occurrence, self-insured by the University, and \$3,000,000 in the aggregate covered by an outside insurer.
2. **Agency Insurance.** The Agency shall maintain appropriate professional and general liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs. Agency shall cause the general liability policy to name University as Additional Insured with a waiver of subrogation in favor of University. Additionally, Agency's policies will contain primary and non-contributory language on the CGL policy. A copy of the certificate of insurance shall be provided to the University upon request.

#### IV. TERMS

- A. **Term of Agreement.** The term of this Agreement shall be for five (5) years, to commence on the Effective Date. Upon review, the Parties may choose to extend the Agreement by executed Amendment. Either Party may terminate this Agreement at any time, with or without cause, upon sixty (60) days prior written notice to the other Party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.
- B. **Liability Stipulation.** University agrees to indemnify and hold harmless the Agency from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of Students. Agency

agrees to indemnify and hold harmless University against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of its employees. University has the authority to investigate liability claims or discrimination claims made by or against University, its faculty or students.

- C. **Assignment.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.
- D. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
- E. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the University, by notifying the Agency, and in the case of the Agency, by notifying the University:

If to the University:	Baylor University One Bear Place #97332 Waco, TX 76798-7332
Attention:	Steven Moates, SLP.D., CCC-SLP
Email:	steven_moates@baylor.edu
Telephone:	(254) 710-2568

If to the Agency:	LAWRENCE FREE UNION SCHOOL DISTRICT 195 Broadway Lawrence, NY 11559
-------------------	---

Attention:	_____
Email:	_____
Telephone:	(____)____-____

or to such other addresses as the parties may specify in writing from time to time.

- F. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions thereof.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A digital image substantially similar to an original signature (as in the case of a faxed counterpart or a scanned and emailed counterpart) shall have the same force and effect as an original signature.

- H. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, employees, agents, assigns, executors and legal representatives during the initial term of this Agreement and any extensions thereof. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- I. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.
- J. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

**LAWRENCE FREE  
UNION SCHOOL  
DISTRICT**

**BAYLOR UNIVERSITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Printed Name: Jason R. Carter

Title: \_\_\_\_\_

Title: Dean, Robbins College of Health and  
Human Sciences

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

Activities in which the student may be engaged, under clinical supervision, for the attached Agency Affiliation Agreement include:

### **Learning Outcomes:**

LO1 (SLGT) Student will demonstrate the ability to select and implement evaluation procedures (case history information, standardized tests, nonstandardized tests, screening procedures, and/or behavioral observations) and adapt the procedures to meet the individual client needs. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will demonstrate the ability to follow and modify standardized testing procedures for a client involving disorders of speech, to include articulation, fluency, voice, apraxia, dysarthria, and/or dysphagia with a level of 80% accuracy.

LO2 (SLTG) Student will demonstrate the ability to interpret and integrate evaluation results (case history information, standardized test results, nonstandardized test results, screening results, and/or behavioral observations) to define the client's communicative functioning. Student develops diagnostic impressions, integrates data in order to identify etiologic and/or contributing factors, and makes recommendations leading to appropriate case management. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will interpret test results, including all behaviors, contributing factors, and examines relationships between test results for any client with 80% accuracy.

LO3 (SLTG) Student will demonstrate the ability to select/develop and implement intervention strategies for the treatment of communication and related disorders and select/develop/use materials and instrumentation that will enhance the treatment process. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will develop and implement intervention strategies for clients with speech disorders, including articulation, voice, fluency, dysphagia, apraxia, and/or dysarthria with 80% accuracy.

LO4 (SLTG) Student will develop and implement specific, reasonable, and necessary treatment plans. The treatment plan includes long-term goals and measurable short-term objectives that reflect a learning sequence appropriate for the client. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will write and implement treatment plans on any client with 80% accuracy.

LO5 (SLTG) Student will demonstrate the ability to plan and implement a program of periodic monitoring of the client's communicative functioning through the use of appropriate data-collection methods. The student interprets and uses data to modify treatment plans, strategies, materials, and/or instrumentation to meet the individual needs of the client. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will utilize data collection and record keeping in writing daily progress notes on any client with 80% accuracy.

LO6 (SLTG) Student will demonstrate the ability to prioritize activities, maintain client records, and comply with program administrative and other regulatory policies in a timely manner. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will complete and turn in required reports (including treatment plans, lesson plans, progress reports) in time frames set forth by the clinical faculty with 80% accuracy, comply with practicum policies set forth in the clinical handbook, be prepared for clinical sessions, begin and end sessions on time, keep absences to a minimum, and meet with assigned supervisor on a regular basis.

LO7 (SLTG) Student will demonstrate the ability to present information accurately, clearly, logically and concisely in oral communications, written reports, and letters that are appropriate for the needs of the audience. Student uses terminology and phrasing consistent with the semantic competency of the audience and includes accurate and complete information, listens carefully to clients and others, takes initiative in providing appropriate clarifications when needed, and demonstrates appropriate nonverbal communication style. The student demonstrates the ability to listen to input from others, make appropriate decisions based on shared information,

and contribute information that promotes mutual problem-solving. The student provides counseling and supportive guidance regarding the client's communication disorder to client, family, caregivers, and significant others.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will demonstrate effective, professional interpersonal skills while in a treatment/evaluation setting and while communicating test results, intervention plans, and or progress reports to clients and/or caregivers with 80% accuracy.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will demonstrate effective, professional interpersonal skills while in a treatment/evaluation setting and while communicating test results, intervention plans, and or progress reports to clients and/or caregivers with 80% accuracy.

LO8 (SLTG) The student will demonstrate the ability to plan and implement educational programs for other professionals and/or the general public to facilitate the treatment and acceptance of disabilities associated with communication disorders. The student demonstrates the ability to consider the needs of the audience and provide clear and meaningful educational information.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] Each student will present a case study/staffing presentation to other professionals and/or will provide information regarding communication disorders to the general public by way of health fairs, brochures, or participation in Better Speech and Hearing Month activities.

Each student is expected to meet the following learning outcomes:

- 1. The student will complete and turn in required reports (including treatment plans, lesson plans, progress reports) in time frames set forth by the clinical supervisor with 80% accuracy, comply with practicum policies set forth in the intern site, be prepared for clinical sessions, begin and end sessions on time, keep absences to a minimum, and meet with the assigned supervisor on a regular basis. (V-B, 2b, std. 3.1.1B, 2c)**
- 2. The student will utilize data collection and record keeping in writing daily progress notes.**
- 3. Each student will present a case study/staffing presentation to other professionals and/or will provide information regarding communication disorders to the general public by way of health fairs, brochures, or participation in Better Speech and Hearing Month activities (if deemed appropriate by the facility).**
- 4. Each student will verify with the clinical coordinator immunization records, CPR certification, TB testing, background check, and drug screening. Also, each student will be required to make contact with the clinical coordinator each month of the internship.**





Enclosure V111.E.1.d  
Organizational Meeting  
July 13, 2023  
Second Supervisory District – Suffolk County  
507 Deer Park Road, PO Box 8007  
Huntington Station, NY 11746-9007  
Phone: 631/549-4900 Fax: 631/623-4996

**CROSS CONTRACT  
FOR  
BOCES SERVICES**

**PART I: To be completed by district requesting cross contract**

School District requesting service: Lawrence UFSD School year: 2022-2023

Address: P.O. Box 477, Lawrence Zip: 11559

Name of Program requested: Effective Secondary Teaching Strategies for ELL CO-SER: 506.014

Name of Participant (if applicable): Amy Kauffman Option: \_\_\_\_\_

Start Date: 4/24/2023 End Date (if known): 4/24/2023

Potential BOCES Provider: WS BOCES Estimated Cost: \$225.00

\_\_\_\_\_  
School Superintendent Signature Date \_\_\_\_\_

**FORWARD TO LOCAL BOCES DISTRICT SUPERINTENDENT**

**PART II: To be completed by local BOCES District Superintendent**

It is requested that cross-contract arrangements be made with \_\_\_\_\_  
BOCES to provide the service listed above.

\_\_\_\_\_  
Local BOCES District Superintendent Signature Date \_\_\_\_\_

Local BOCES name and address: \_\_\_\_\_  
\_\_\_\_\_  
Zip: \_\_\_\_\_

**FORWARD TO DISTRICT SUPERINTENDENT OF BOCES REQUESTED TO PROVIDE SERVICE**

**PART III: To be completed by BOCES District Superintendent providing cross-contracted service**

Service Title \_\_\_\_\_ CO-SER # \_\_\_\_\_

Activity Code # \_\_\_\_\_ Estimated Charge: \_\_\_\_\_

\_\_\_\_\_  
District Superintendent Signature of providing BOCES Date: \_\_\_\_\_

**After approval, distribute completed and signed copies of this form to:**

White: Providing BOCES

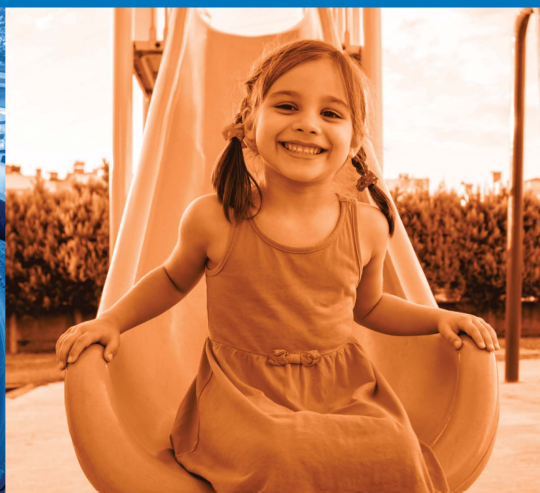
Canary: Providing BOCES Program Administrator

Pink: Requesting School District

Goldenrod: Local BOCES

# Bollinger Specialty Group

A Gallagher Company Enclosure V111.E.1.e  
Organizational Meeting  
July 13, 2023



# **Bollinger Specialty Group**

A Gallagher Company

Katy Dermady  
US Employee Benefits Services Group  
One South Clinton Avenue  
Suite 1030  
Rochester, NY 14604

Re: Student Accident Insurance Renewal

Dear Katy:

It's time to renew your client's Student Accident Insurance coverage for the 2023-2024 school year.

We feel our plan offers among the richest benefits, highest maximums, and longest benefit periods available. Bollinger Specialty Group has provided Student Accident Insurance to public school districts, private schools, charter schools, parochial schools, nursery schools and daycare centers nationwide for more than 70 years.

We have enclosed a renewal proposal including the price quotation to renew your client's current coverage. To renew coverage, simply sign and return the proposal prior to the effective date. Please mail to the address listed below or email to [Laura\\_Kajor@rpsins.com](mailto:Laura_Kajor@rpsins.com). If you would like to consider some alternative plan designs, we offer a wide choice of plan options and I would be happy to explain these options with you in detail.

If you have any questions, just give me a call at (973) 921-8038.

Sincerely,

Laura Kajor  
Area Vice President  
Phone: (973) 921-8038  
Fax: (973) 921-2876



***Bollinger Specialty Group***  
***Student Accident Insurance Renewal Proposal***  
***Designed Especially for***  
***Lawrence Public Schools***

Bollinger Contact: Laura Kajor  
Phone Number: (973) 921-8038  
Carrier: Zurich  
Plan Year: 2023-2024

Proposal Type: Renewal  
Proposal #: 050882  
Policy #: MCB0553578  
Effective Date: 7/1/2023  
Expiration Date: 6/30/2024

**Student Coverage Including Interscholastic Athletics & Football**

Coverage	Plan Options	Maximum Benefit	Benefit Period	Payment Basis	Deductible	Ded. Type
All Students & Athletes	Plan 1 - See Attached for Benefit Summary	\$1,000,000	10 Year	Excess	\$50,000	Integrated

***Annual Premium\*: \$1,913.00***

**We thank you for the opportunity to provide a proposal for your insurance needs through NYBEST. Please feel free to call your sales representative if you have any questions about this proposal.**

***Accepted: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_***

***To renew coverage, this form must be signed and returned prior to the effective date. Please mail this form to the address listed below or email to [Laura\\_Kajor@rpsins.com](mailto:Laura_Kajor@rpsins.com).***

***\*Please note premium is contingent upon review of enrollment at the time of renewal.***

This quote letter provides a summary of the coverage to be provided and is not intended to substitute for or duplicate policy provisions. It is subject to the provisions of the policy of insurance to be issued by Zurich American Insurance Company. You will need to contact us for exact policy language, as well as for any limitations and restrictions that may be applicable. The policy is the only contract between the Policyholder and us. It contains the actual terms, conditions and limits of the coverage to be provided. If there is any conflict between this quote and the policy, the policy will govern in all cases. Acceptance of this quote is contingent upon and subject to the actual terms and conditions of the policy as issued.

## **Zurich American Insurance Company Plan Coverage Summary – Plan 1**

<b>Covered Medical Benefits</b>	
Hospital Room / Boarding	100% U&C
Ancillary or Miscellaneous Inpatient Hospital	100% U&C
Medical Emergency Care	100% U&C
Outpatient Surgical Room (Includes Ambulatory Surgical Facility)	100% U&C
Outpatient Diagnostic X-Rays and Laboratory Test	100% U&C
Physician's non-surgical treatment	100% U&C
Physician's Surgical Procedures	100% U&C
Anesthesiologist	100% U&C
Registered Nurse	100% U&C
Physiotherapy	100% U&C; 60-visit limit
Non-Emergency Inpatient/Outpatient X-Rays	100% U&C
Diagnostic Imaging	100% U&C
Ambulance Expenses	100% U&C
Rehabilitative Limb Braces, Wheelchairs and other Medical Equipment/Appliances	100% U&C
Eyeglasses, Contacts or Hearing Aids	100% U&C
Prescription Drugs	100% U&C
Accident Dental	100% U&C

The Master Policy contains all of the provisions, limitations, exclusions and qualifications of the insurance benefits. If any discrepancy exists between this summary and the Master Policy, the Master Policy will govern and control the payment of claims.

Visit us on the web at [www.BollingerSchools.com](http://www.BollingerSchools.com)

***Bollinger Specialty Group***  
***Student Accident Contact and Enrollment Information Form***

***Lawrence Public Schools***

**Contact Information**

This form must be signed and returned with your signed acceptance.

**School**

Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email Address \_\_\_\_\_

**Broker**

Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email Address \_\_\_\_\_

**Enrollment Information**

Please verify that enrollment information is correct. Indicate changes where necessary. Thank you for your cooperation.

**Enrollment by School**

**School Name**

Lawrence Public Schools

**Enrollment**

2,551

**Indicate Changes**

**Total District Enrollment:**

**2,551**

Enrollment Totals	
K-8	
9-12	
# of Athletes <small>*Only for accounts that cover interscholastic sports and/or football</small>	

**Accepted:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **AME Exclusions**

#### **EXCLUSIONS:**

In addition to the General Exclusions stated in the **Policy**, **We** will not cover expenses under this additional benefit for:

1. Cosmetic, plastic or restorative surgery unless **Medically Necessary** for the treatment of the **Covered Injury**.
2. Any medical expenses related to pregnancy unless **Medically Necessary** for the treatment of the **Covered Injury**.
3. Any losses contributed to or caused by, in whole or in part, a **Pre-existing Condition** for twelve (12) consecutive months after the enrollment date, or is sixty-five (65) years of age or older, until the **Insured** has been continuously covered for six (6) consecutive months.
4. **Covered Injury** for which the **Insured** is entitled to benefits under state or federal Workers' Compensation, Employers' Liability or Occupational Disease law, or mandatory Automobile No Fault Auto Coverage.
5. Treatment by any immediate family member.
6. Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless **Medically Necessary** for the treatment of the **Covered Injury**.
7. Expenses incurred for eye examinations, eye glasses, contact lenses or hearing aids or the fitting, repair or replacement of these items unless **Medically Necessary** for the treatment of the **Covered Injury**.
8. Mental or emotional disorders, alcoholism or drug addiction.
9. Expenses which the **Insured** would not normally be charged.

#### SECTION IV – GENERAL EXCLUSIONS

A loss will not be a **Covered Loss** if it is caused by, contributed to, or results from:

1. suicide, attempted suicide or intentionally self-inflicted injury
2. war or any act of war, whether declared or undeclared.
3. service in the Armed Forces or units auxiliary thereto.
4. the **Insured's** being intoxicated or under the influence of any narcotic unless administered on the advice of a **Physician**.
5. aviation except as a fare-paying passenger on a regularly scheduled charter flight operated by a scheduled airline.
6. the **Insured's** participation in any interscholastic sports unless mentioned in the **Covered Activities**.
7. any condition for which the **Insured** is entitled to benefits under any state or federal Workers' Compensation, Employers' Liability or Occupational Disease law or mandatory Automobile No Fault Auto Coverage.
8. any loss incurred while outside the United States, its possessions or the countries of Canada and Mexico.



# Bollinger Specialty Group

A Gallagher Company

## Student Accident Insurance

### Why Is Student Accident Insurance More Important Than Ever?

Protecting the health and welfare of students is a concern all school administrators (public K-12 school districts, private schools, diocese, nursery and day care centers, etc.) face each and every day. Student accident insurance helps ease those concerns by providing benefits for injuries that occur during school hours and/or school-sponsored and -supervised activities (athletics, gym class, playground, field trips, JROTC, etc.).

With the increasing trend of high-deductible plans and more of the cost share shifting to the insured, student accident coverage has become an even greater tool to bridge the coverage gaps that are inherent in most insurance plans.

### Here Are Some Key Reasons Why Providing Student Accident Insurance Coverage Can Help Your School:

- Reduces or completely eliminates any out-of-pocket expenses not paid by primary coverage, including copays, deductibles, coinsurance, etc.
- Pays on a primary basis in the absence of other collectible coverage
- Helps decrease the type of claims submitted to the school's general liability policy, often resulting in reduced premiums
- Provides eligible institutions general liability premium discounts
- Shields schools from being sued as a result of student injuries
- Provides protection when parents do not have health insurance
- Helps foster a healthy learning environment

Get a quote online at **[bollingerschools.com](https://bollingerschools.com)**



## Why Bollinger Specialty Group?

Bollinger Specialty Group has been proudly administering student accident insurance for more than 70 years. We have become known as a leader in the industry with experience protecting more than 40 million students since 1946.

## Key program features that differentiate us in the marketplace are the following:

### Carrier Relationships

We have built strong relationships with several carrier partners. As a result, we are able to provide numerous market options, which will allow you to select a program that works best in terms of both cost and plan design. All of our carrier partners are rated “A” or better for financial strength by A.M. Best.

### Service

Relationships are the lifeline of our business. By not outsourcing our services, we make sure our clients receive the attention they deserve. Our experienced team of in-house claims professionals, account managers, program administrators and underwriters are dedicated to providing you with the best possible service.

### No Outsourcing of Claims

Our claims are administered in-house to ensure a level of exceptional service. We do not outsource. There is only one place to go to have all your questions answered.

### Enhanced Claim Reporting Capabilities

We can provide our clients with monthly, bimonthly or quarterly reports. Our enhanced claim reporting capabilities serve as a great tool to assist in risk management and cost-containment efforts.

### Online Access to Student Accident Claim Status

Parents can easily and conveniently check the status of their child’s claim from any computer or tablet, offering more control for the parents while reducing the volume of claim inquiries to district administrators.

## Connect with Us

Get a quote online at **[bollingerschools.com](https://bollingerschools.com)**

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

# Bollinger Specialty Group

A Gallagher Company



## School Accidents: Improving Safety by Knowing Your Numbers

Bollinger Specialty Group's proprietary enhanced claims system revealed the top K-12 student accident activities and injuries in a recent school year. Protecting the health and welfare of students is a concern that all school administrators face each and every day. Getting a better handle on what activities are causing the most accidents can help your school put a plan in place to reduce the potential for injuries. To the right are claims percentages from a recent study, using data from our enhanced claims system.

### Count on a Plan

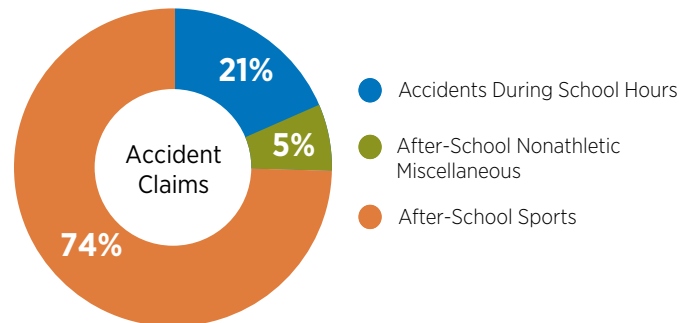
Now that you've seen the numbers, here are some steps your school can take to help reduce accidents.

- 1 Form a safety committee of staff and students.
- 2 Create a set of schoolwide safety rules.
- 3 Implement safety training for all students.
- 4 Conduct regular inspections and repairs of facilities.
- 5 Enforce safety and play by the rules.

Bollinger Specialty Group offers individual reports for our school clients. Contact us today by going to [bollingerschools.com](https://bollingerschools.com) to see how your school measures up.

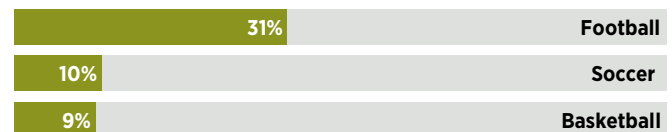
### Bollinger Specialty Group

200 Jefferson Park, Whippany, NJ 07981  
Phone: 800.350.8005  
[bollingerschools.com](https://bollingerschools.com)



### Calculate Your Way to Sports Safety

These are the top three sports that contribute toward the total number of claims.



### Don't Discount the Classroom

21% of claims occurred during school hours and 16% of those claims were from accidents during gym class and on the playground.



### Tally Up the Injuries

These top two reported injuries make up almost half of the total claims.



The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.



# Bollinger Specialty Group

A Gallagher Company



## Online Access to Student Accident Claim Status

As a district administrator or superintendent, you deserve an industry leader who is dedicated to providing the tools and resources needed to ensure that your schools receive the highest level of service. Clients of Bollinger Specialty Group have provided positive feedback about our unique online claims portal. Parents can easily and conveniently check the status of their child's claim from any computer or tablet, offering more control for the parents while reducing the volume of claim inquiries to district administrators.

Additional benefits of our student accident program include:

- Easy access for parents to view claim payments and/or pending items
- In-house claims administration by experienced professionals
- Detailed claims reports
- Reduced claims costs resulting from the passive preferred provider network

The injury of a child is stressful enough. Let us help you by streamlining the claims process from beginning to end.

**Connect with Us**



Get a quote online at  
**[bollingerschools.com](https://bollingerschools.com)**

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

JAMES E. DANOWSKI, CPA  
JILL S. SANDERS, CPA  
DONALD J. HOFFMANN, CPA  
MICHAEL J. LEONE, CPA  
CHRISTOPHER V. REINO, CPA  
ALAN YU, CPA



VINCENT D. CULLEN, CPA  
*(1950 – 2013)*  
PETER F. RODRIGUEZ, CPA  
*(RET.)*

June 2, 2023

Enclosure V111.E.1.f  
Organizational Meeting  
July 13, 2023

Board of Education and Management  
Lawrence Union Free School District  
Administrative Office  
2 Reilly Road  
Cedarhurst, New York 11516

Dear Members of the Board and Management:

We are pleased to confirm our understanding of the services we are to provide the Lawrence Union Free School District (District) for the year ended June 30, 2024.

### **Audit Scope and Objectives**

We will audit the following, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2024:

- Financial statements of:
  - the governmental activities
  - each major fund
  - the fiduciary fund
- Related notes to the financial statements

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

## Lawrence Union Free School District

For the Year Ended June 30, 2024

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- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund
- Schedule of the District's Proportionate Share of the Net Pension Asset/Liability
- Schedule of District Pension Contributions
- Schedule of Changes in the District's Total OPEB Liability and Related Ratios

The following other information accompanying the financial statements is requested by the New York State Education Department and will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information. In connection with our audit of the basic financial statements, we will read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Schedules of Change from Adopted Budget to Final Budget and the Real Property Tax Limit - General Fund
- Schedule of Project Expenditures and Financing Resources – Capital Projects Fund
- Schedule of Net Investment in Capital Assets

The following additional information accompanies the financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards

If applicable, the following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Management's Responses to the Schedule of Findings
- Corrective Action Plan

We will also audit the Lawrence Union Free School District's extraclassroom activity funds financial statement, which is reported on the cash basis of accounting.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions on whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements,

including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect the auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as the auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as the auditor.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of certain assets, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures – Internal Controls**

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.



The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will prepare the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes in conformity with GAAP, and the Data Collection Form, based on information provided by you. We will also prepare the extraclassroom activities fund financial statement and related notes in accordance with the cash basis of accounting based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards and related notes, the Data Collection Form, the extraclassroom activities fund financial statement and related notes, and services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements (including GASB 34 conversion entries), schedule of expenditures of federal awards and related notes, the Data Collection Form, the extraclassroom activities fund financial statement and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements (including GASB 34 conversion entries), the schedule of expenditures of federal awards and related notes, the Data Collection Form, and the extraclassroom activities fund financial statement and related notes, and that you have reviewed and approved the financial statements (including GASB 34 conversion entries), the schedule of expenditures of federal awards and related notes, the Data Collection Form, and the extraclassroom activities fund financial statement and related notes, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the

financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including awards agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, grant agreements, and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon commencement of our interim audit work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received and COVID-19 funded expenditures, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible

for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees and Other**

We understand that your employees will prepare all related parties or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and the District-prepared corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Education Department of New York or New York State Office of the State Comptroller, or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

## Lawrence Union Free School District

For the Year Ended June 30, 2024

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Michael J. Leone, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Cullen & Danowski, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services of \$52,500 is based upon our projection of the time that we will spend on the engagement at our government audit hourly rates. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. The fee also includes up to two meetings with either the Board or the Audit Committee. Any additional meetings will be billed at our government audit hourly rates.

We may use the District's name in a list of our clients for marketing purposes.

### Reporting

We will issue written reports upon completion of the audit and our Single Audit. Our reports will be addressed to the Board of Education of the Lawrence Union Free School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

A copy of our most recent external peer review report dated October 29, 2021, accompanies this letter.

**Lawrence Union Free School District**


For the Year Ended June 30, 2024

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We appreciate the opportunity to be of service to the Lawrence Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP  
For the Firm:

  
\_\_\_\_\_  
Michael J. Leone, CPA  
Partner

RESPONSE:  
This letter correctly sets forth the understanding of the Lawrence Union Free School District.

**By: Board of Education**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**By: District Management**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



BRIDGES, HORNING  
& COMPANY, P.C.

*Certified Public Accountants*

### Report on the Firm's System of Quality Control

October 29, 2021

To the Partners of Cullen & Danowski, LLP  
and the Peer Review Committee of the PICPA

We have reviewed the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP, in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Cullen & Danowski, LLP has received a peer review rating of *pass*.

BRIDGES, HORNING & CO., P.C.

*Bridges, Horning & Co. P.C.*

Enclosure V111.E.1.g  
Organizational Meeting  
July 13, 2023

**Dr. Allan Detweiler**  
**SOUTH SHORE FAMILY MEDICAL ASSOCIATE, P.C.**  
*Board Certified Family Medicine*

271 Doughty Blvd.  
Inwood, N.Y. 11096

July 5, 2023

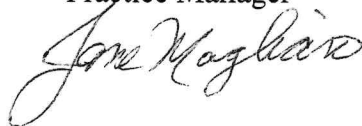
**TO:** LAWRENCE SCHOOL DISTRICT  
**C/O:** MARIE ELLIOT

**DESCRIPTION:** PHYSICIAN SERVICES PROVIDED BY DR. ALLAN  
DETWEILER OF SOUTH SHORE FAMILY MEDICAL ASSOCIATE, PC  
To Whom It May Concern,

**Requesting a renewal of services for the 2023/2024 school year**

Dr. Allan Detweiler  
South Shore Family Medical Associate, PC  
271 Doughty Blvd.  
Inwood, N.Y. 11096

Thank You,  
Jane Magliaro  
Practice Manager





280215

(SED CODE)

The State Education Department  
Transportation Unit, Room 1075 EBA  
89 Washington Avenue  
Albany, New York 12234

Form CES

Prior Year  
Contract/Extension  
E \_\_\_\_\_

Check type of Summer Program:  
(Separate contract required for each)

- ☒ Special Education  
☐ District-operated non-special  
education  
☐ BOCES-operated non-special  
education

**SUMMER TRANSPORTATION  
EXTENSION OF TRANSPORTATION  
CONTRACT**

Career Developmental Disabilities/Mill Neck Manor

Enclosure V111.E.1.h

Organizational Meeting

July 13, 2023

Jeremy Feder, Assistant Sup't		Tel: (516) 295 7066
		Email: JFeder@lawrence.k12.ny.us
Contact Person		
Lawrence UFSD #15		
School District/BOCES		
P.O. Box 477		
Lawrence,		New York 11559
City	State	Zip Code

Please Check if Applicable:

- ☐ Piggyback Transportation\*  
☒ Special Education Only  
☐ Contract for bus maintenance only  
☐ Cost Justification Form- Only for CPI Pass-thrus (see reverse)

Specifications include:

- ☐ District will supply contractor with fuel.  
☐ Provision for attendants, escorts or monitors.  
☐ Clause for increasing or decreasing service.

WHEREAS a transportation contract agreement was made on July 1, 2023 by and between  
(Date)  
**Lawrence UFSD #15**, County of **Nassau**, N.Y.,  
(Name of School District or BOCES)  
party of the first part and **First Student, Inc**, party of the second part.  
(Contractor)

NOW, THEREFORE, pursuant to the provisions of Section 305, subdivision 14 of the Education Law and Section 156.5 of the Regulations of the Commissioner of Education, the parties hereto mutually agree to extend the contract for a period commencing July 3rd 2023 and ending August 18th 2023.  
Mo Day Year Mo Day Year

All of the items of said contract shall remain in full force and effect.

IT IS FURTHER agreed that for services rendered during the period of this extension, the party of the first part shall pay the party of the second part the total annual sum of \$ \_\_\_\_\_ or  
(if lump sum contract)  
\$ **40,000 (2 MONTHS)** if on a per-bus, per-pupil, per-mile, or other unit cost basis determined as follows  
(unit cost) (you must show in detail using prior year figures):

\$584.65 X 3.5% (\$20.46) = \$605.11 Per day. x 33 days x 2 schools = Total Anticipated Annual Cost **\$40,000**

\*For a piggyback contract, list the originating school district & contract number \_\_\_\_\_ # \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this extension of agreement this first day  
of July, 2023.

\_\_\_\_\_  
Party of the First Part  
(Signature of Trustee or President of Board of Education)

\_\_\_\_\_  
Party of the Second Part  
(Signature of Contractor)

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date: \_\_\_\_\_ Filed by: \_\_\_\_\_  
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

**CPI "Pass-Thru".** Boards of education may pay a contractor, in excess of the CPI, for the cost of qualifying criminal history and certain driver testing fees. (See subdivision (e) on reverse).

**SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT, RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.**

08/19



## **Regulations of the Commissioner of Education**

### **Section 156.5 Annual extensions of transportation contracts.**

- (a) Annual extensions of contracts shall be prepared on forms prescribed by the commissioner; such extensions shall be filed with and approved by the commissioner and are subject to all laws, rules and regulations pertaining to the filing of transportation contracts.
- (b) Only contracts awarded in accordance with the competitive bidding requirements of subdivision 14 of section 305 of the Education Law may be extended. (NOTE: Section 305(14) also authorizes extensions of contracts awarded through a request for proposals.)
- (c) Annual extensions of fixed-price contracts, contracts based upon unit rates, such as per-bus, per-pupil or per-mile, and contracts based upon a combination of a fixed price and unit rate may provide for increases in such fixed prices and/or unit rates not to exceed the contractual amount paid in the preceding year by more than the increase in the regional consumer price index for the 12-month period ending on May 31<sup>st</sup> immediately preceding the commencement of the contract extension.
- (d) Each district proposing to extend a contract shall maintain for a period of six years after expiration or termination of the contract extension or six years after final payment under the contract extension satisfactory evidence of the increase in the cost of the contractor's operation during the 12-month period immediately preceding the month in which the contract terminates. Upon the request of the commissioner, each district shall file such evidence with the commissioner. (NOTE: Contractor must complete a Cost Justification Form whenever there is any increase in the amount paid by the district when extending a contract.)
- (e) Each district proposing to extend a contract in an amount which is in excess of the maximum increase allowed by use of the consumer price index for the N.Y., N.Y., Northeastern, N, J. area, based upon the index for all urban consumers (CPI-U), shall file with the commissioner satisfactory documentation of the actual cost of qualifying criminal history and driver licensing testing fees attributable to special requirements for drivers of school buses pursuant to Article 19 and 19-A of the Vehicle and Traffic Law. (NOTE: In addition, a board of education may agree to an amount in excess of the consumer price index for the actual cost of diagnostic tests, physical performance tests, and drug and alcohol tests. A Cost Justification must be filed with the Department whenever a board of education agrees to pay a contractor in excess of CPI. Where there are no such excess costs, the form is not filed, but is retained in the district.)

**Addendums:** Please notify the Department by letter when additions are made to a contract extension after it has been filed with the Department. Such additions must be authorized by the contract specifications.

**ONLY COMPETITIVELY CONTRACTS MAY BE EXTENDED.**



2 8 0 2 1 5  
(SED CODE)

The State Education Department  
Transportation Unit, Room 1075 EBA  
89 Washinton Avenue  
Albany, New York 12234

Form CE  
Prior Year  
Contract/Extension  
E \_\_\_\_\_

EXTENSION OF CONTRACT FOR PUPIL  
TRANSPORTATION  
(Only Competitively Bid Contracts May Be  
Extended)

Mill Neck Manor

Enclosure V111.E.1.i  
Organizational Meeting  
July 13, 2023

Jeremy Feder, Assistant Sup't		Tel: 516 295 7066 Email: jfeder@lawrence.k12.ny.us
Contact Person	Lawrence Union Free School District #15	
	School District/BOCES	
PO Box 477	Street or P.O. Box	
Lawrence, New York	11559	
City	State	Zip Code

Please Check if Applicable:

- ☐ Piggyback Transportation\*  
☐ Special Education Only  
☒ Regular & Special Education Pupils Combined  
☐ Contract for bus maintenance only  
☐ Cost Justification Form- Only for CPI Pass-thrus (see reverse)

Specifications include:

- ☐ District will supply contractor with fuel.  
☐ Provision for attendants, escorts or monitors.  
☐ Clause for increasing or decreasing service.

WHEREAS a transportation contract agreement was made on July 11, 2023 by and between  
(Date)  
Lawrence Union Free School District #15, County of Nassau, N.Y.,  
(Name of School District or BOCES)  
party of the first part and First Student, Inc., party of the second part.  
(Contractor)

NOW, THEREFORE, pursuant to the provisions of Section 305, subdivision 14 of the Education Law and Section 156.5 of the Regulations of the Commissioner of Education, the parties hereto mutually agree to extend the contract for a period commencing September 1, 2023 and ending June 30, 2024.  
Mo Day Year Mo Day Year

All of the items of said contract shall remain in full force and effect.

IT IS FURTHER agreed that for services rendered during the period of this extension, the party of the first part shall pay the party of the second part the total annual sum of \$ \_\_\_\_\_ or  
(if lump sum contract)

\$ 5195.64 p/month and \$2752.22 per month if on a per-bus, per-pupil, per-mile, or other unit cost basis determined as follows  
(unit cost) (you must show in detail using prior year figures):  
\$5195.64 & \$2752.22 per month 3.5% cpi Total Anticipated Annual Cost 80,000.00

\*For a piggyback contract, list the originating school district & contract number \_\_\_\_\_ # \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this extension of agreement this 11th day  
of July, 20 23.

Party of the First Part

(Signature of Trustee or President of Board of Education)

Party of the Second Part

(Signature of Contractor)

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date: July 11, 2023 Filed by: \_\_\_\_\_  
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

CPI "Pass-Thru". Boards of education may pay a contractor, in excess of the CPI, for the cost of qualifying criminal history and certain driver testing fees. (See subdivision (e) on reverse).

PLEASE SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT, RETAIN A COPY  
FOR YOUR SCHOOL DISTRICT RECORDS.

08/19

## **Regulations of the Commissioner of Education**

### **Section 156.5 Annual extensions of transportation contracts.**

- (a) Annual extensions of contracts shall be prepared on forms prescribed by the commissioner; such extensions shall be filed with and approved by the commissioner and are subject to all laws, rules and regulations pertaining to the filing of transportation contracts.
- (b) Only contracts awarded in accordance with the competitive bidding requirements of subdivision 14 of section 305 of the Education Law may be extended. (NOTE: Section 305(14) also authorizes extensions of contracts awarded through a request for proposals.)
- (c) Annual extensions of fixed-price contracts, contracts based upon unit rates, such as per-bus, per-pupil or per-mile, and contracts based upon a combination of a fixed price and unit rate may provide for increases in such fixed prices and/or unit rates not to exceed the contractual amount paid in the preceding year by more than the increase in the regional consumer price index for the 12-month period ending on May 31<sup>st</sup> immediately preceding the commencement of the contract extension.
- (d) Each district proposing to extend a contract shall maintain for a period of six years after expiration or termination of the contract extension or six years after final payment under the contract extension satisfactory evidence of the increase in the cost of the contractor's operation during the 12-month period immediately preceding the month in which the contract terminates. Upon the request of the commissioner, each district shall file such evidence with the commissioner. (NOTE: Contractor must complete a Cost Justification Form whenever there is any increase in the amount paid by the district when extending a contract.)
- (e) Each district proposing to extend a contract in an amount which is in excess of the maximum increase allowed by use of the consumer price index for the N.Y., N.Y., Northeastern, N. J. area, based upon the index for all urban consumers (CPI-U), shall file with the commissioner satisfactory documentation of the actual cost of qualifying criminal history and driver licensing testing fees attributable to special requirements for drivers of school buses pursuant to Article 19 and 19-A of the Vehicle and Traffic Law. (NOTE: In addition, a board of education may agree to an amount in excess of the consumer price index for the actual cost of diagnostic tests, physical performance tests, and drug and alcohol tests. A Cost Justification must be filed with the Department whenever a board of education agrees to pay a contractor in excess of CPI. Where there are no such excess costs, the form is not filed, but is retained in the district.)

**Addendums:** Please notify the Department by letter when additions are made to a contract extension after it has been filed with the Department. Such additions must be authorized by the contract specifications.



Date: 6/12/23

Pricing Agreement Expiration Date : 9/21/23

## Post Pay Pricing Agreement

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Customer Name: Lawrence Public Schools  
Billing Address: P.O. Box 477  
Lawrence, NY 11559

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### Term

The term of this Agreement shall be from 7/1/23 through 6/30/24

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### Invoicing and Payment Terms

Invoices will be issued monthly within 15 days of the close of the month. The invoice will include all services utilized by the District, the total number of hours used and the amount due. The amount due will be calculated based on the prices outlined in the Pricing Schedule located in Exhibit A of this Agreement. The District shall pay Fullmind the full invoice amount within fifteen (15) days of the District's receipt of the invoice.

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### Services and Responsibilities

For the Term of this Agreement, the District may enroll students in any of the available Fullmind services, identified in Exhibit B of this agreement. Fullmind shall deliver those services in accordance with all applicable Federal, State and local laws, rules, and regulations.

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### Terms and Conditions

For the purposes of this Pricing Agreement, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Fullmind Inc. and affiliates. This Pricing Agreement and any documents it features (including the Standard Terms and Conditions located at <http://www.Fullmindlearning.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You accept that any terms and conditions in your purchase order or any other documentation you provide that enhance our obligations or restrictions or contravene the Agreement do not have force and effect.

Post Pay Pricing Agreement

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Acceptance

This pricing agreement will expire on the Pricing Agreement Expiration Date noted above unless we earlier rescind or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer referred above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties procedure does not require that I execute this Pricing Agreement, I accept, understand and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please email all pages to your sales rep and [orders@Fullmind.com](mailto:orders@Fullmind.com).

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Customer Signature: \_\_\_\_\_

Name (Printed or Typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fullmind Signature: 

Name (Printed or Typed): Ysiad Ferreiras

Title: CEO

Date: 6/12/23

Post Pay Pricing Agreement

Exhibit A: Pricing Schedule

**Pricing Schedule**

<b>Core Instruction</b>	<b>Price per hour</b>
Homebound - 1:1	\$67
Whole Class Instruction - SG	\$155
Whole Class Instruction - WC	\$258
Credit Recovery - 1:1	\$67
Credit Recovery - SG	\$144
Credit Recovery - WC	\$258
Suspension Alternatives - WC	\$258
<b>Supplemental Instruction</b>	<b>Price per hour</b>
Tutoring (Acceleration/Remediation) - 1:1	\$67
Tutoring (Acceleration/Remediation) - SG	\$129
Tutoring (Acceleration/Remediation) - WC	\$206
Resource Room - 1:1	\$67
Resource Room - SG	\$129
Resource Room - WC	\$206
State Test Prep - 1:1	\$98
State Test Prep - SG	\$155
State Test Prep - WC	\$211
Homework Help - 1:1	\$67
Homework Help - SG	\$129
Homework Help - WC	\$206
<b>Service Enhancements</b>	<b>Price per hour</b>
Content	\$10.00
Advanced Placement, College Level, IB	\$20.00
Assessments (Pre and Post Testing)	\$41.00
Co Teaching	\$71.00
Educator Prep Time	\$77.00
Multilingual Learners (Interpreter or Bilingual Educator)	\$51.00
Students with Disabilities	\$20.00

Post Pay Pricing Agreement

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Exhibit B: Summary of Available Services

**Summary of Available Services**

Fullmind will provide the virtual services, outlined on the Order Form, for the number of hours and duration specified. Session delivery will be variable depending on which program is ordered. Program-specific deliverables are outlined below.

**Fullmind Deliverables**

**Core Instruction**

Credit Recovery

- Credit Recovery entails instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of credit recovery are determined by school personnel and Fullmind is responsible for fulfilling those requirements. Attendance and progress reporting is crucial to this program so the school can adequately determine students' course completion status.

Homebound

- Homebound support is first-time instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of Homebound Services are determined by school personnel and Fullmind is responsible for fulfilling those requirements. Attendance and progress reporting is crucial to this program so the school can adequately determine students' course completion status.

Suspension Alternatives

- The Fullmind Virtual Suspension Classroom (VSC) provides a safe and supportive virtual solution for short-term suspensions to limit the amount of lost instructional time and help students transition back into the classroom. A VSC will be created for students who are placed on short-term suspension (up to 5 school days) to continue uninterrupted schooling.

Whole-Class Instruction

- Whole-Class Virtual Instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of WCVI are determined by school personnel and Fullmind is responsible for fulfilling those requirements. Attendance and progress reporting is crucial to this program so the school can adequately determine students' course completion status.

**Supplemental Instruction**

## Post Pay Pricing Agreement

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### Tutoring

- Tutoring is a supplemental service to provide support for students who need extra help, pre-teaching or reinforcing instruction being delivered during the traditional school day. Fullmind recommends that schools/districts provide pacing guides, scope and sequence, and/or a syllabus to better support the Fullmind educator in planning for tutoring services. Students who come to tutoring typically are attending recurring sessions over several weeks or months.

### Homework Help

- Homework Help is supplemental support to give students extra assistance in completing their assignments on a regular basis, where the Fullmind educator is responsive to the needs of the students. Students are not expected to attend every session but should attend regularly.

### Resource Room

- Resource Room sessions provide extra help to students. It is an opportunity for students to take ownership of their learning by bringing materials they need support with to their Resource Room sessions. Educators prepare extra help material, support students' mastery of IEP goals, and collect data.

### State Test Prep

- State Test Prep sessions provide an individualized approach to preparation for state testing based on the needs of the student(s) and the specific test requirements.

### Educator Placement

- Part-time program designed where an Fullmind Educator serves as the sole provider of content and instruction to a student(s). for a given course. The Educator works in collaboration with various team members within a school and may or may not serve as the teacher of record for the stated course (depending on the state).
- Full-time program designed where an Fullmind Educator serves as the sole provider of content and instruction to a student(s). of a given course. The Educator works in collaboration with various team members within a school and may or may not serve as the teacher of record for the stated course (depending on the state). Educators will follow the corresponding school district calendar, for up to 190 days for a full school year.
- Fullmind will recruit, vet, and refer state-certified educator(s) to the district for their review and approval. Such approval for each candidate shall take approximately 3-business days to complete.

### Implementation & Staffing

- Additional Fullmind support to structure program schedules, coordinate technology, provision student and admin accounts, support onboarding and tech issues, provide ongoing reporting and recruit, validate and assign educators.



## Post Pay Pricing Agreement

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### Service Enhancements

- Content
  - Included per session when a Customer requests that Fullmind provides the content.
  - For custom content and/or creation and collection of asynchronous resource requests that are not included in the Fullmind course catalog, thirty (30) days' prep time is required.
- Advanced, Advanced Placement, College Level, IB
  - For sessions delivering advanced instruction.
- Assessments (Pre and Post Testing)
  - Additional pre- or post-testing for sessions.
- Co-Teaching
- Educator Prep Time
- Multilingual Learners (Interpreter or Bilingual Educator)
  - Additional resource for non-English speaking students.
- Students with Disabilities
  - Add-on for sessions that require Students with Disabilities Certified educators.
- Small Group Additional Student
  - Incremental add-on for students above the session size threshold.

### All Programs

- Whole class (WCVI) sessions are designed for up to 30 students per session.
- Small group sessions are designed for up to 10 students per session.
- Students enrolled in 1:1 services must be assigned a minimum of 10 hours per subject with 12-18 or more hours showing the deepest impact academically.
- Specific dates and times will be finalized between Fullmind and the Customer no later than ten (10) days prior to the date of delivery for each session.
- Fullmind will provide a central point of contact for any implementation updates, changes, or escalations.
- Fullmind will provide self-paced orientations for students and staff within five (5) business days prior to the first scheduled session delivery.
- Live support is available upon request for assistance with navigating the iLMS or resolving certain technical challenges.
- Content & Curriculum subjects will be limited to Fullmind's standard course offerings. Customized requests can be made, but may incur additional time and costs. Not all customized requests will be granted.

Post Pay Pricing Agreement

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Exhibit C: Deliverables and Expectations

**Customer Deliverables**

- The Customer will provide a minimum of 10 days' notice of the intended session dates, time, and a number of students. Advanced notice of 30 or more days is preferred.
- For Group Services, the Customer will submit a roster of students detailing the subjects/cohorts each student will be enrolled in, using a template provided by Fullmind, at least 10 business days prior to the start of services.
- For 1:1 Services Customer will enroll students to submit class assignments via their LMS admin account
- The Customer will provide points of contact for each program purchased who will be the central point of contact for any implementation updates, changes, or escalations.
- Each student will need the following supplies for Fullmind sessions: computer, internet connectivity, speaker/microphone (headset with microphone recommended), notebook, and writing utensils.
- The Customer will provide any additional supplemental course/instructional materials or access to Customer technology platforms (e.g. Google Classrooms, LMS) at least ten (10) days prior to delivery.
- During the first class sessions, if students are attending classes on a school site, Customer IT staff will be on-call to help address any technical issues.
- In the event that a student has specific IEP goals or a 504 plan, the program/site will convey all related information, documentation, and mandates through secure channels to Fullmind within 10 business days prior to delivery.

**Reporting, Utilization, and Scheduling**

- Fullmind will document and submit attendance reports weekly to the Customer's designated point of contact.
- Fullmind will provide monthly session usage reports to the Customer's designated point of contact. Usage reports will detail usage of hours/sessions purchased and remaining.
- Cancellation, Utilization & Expiration will adhere to the policies listed in the Standard Terms & Conditions.
- Requests to change session schedules should be made at least 24 hours in advance. Fullmind will work to honor schedule changes but cannot guarantee that all requests will be fulfilled.

**Fullmind Educator Expectations**

- Fullmind Educators are highly qualified/certified to deliver instruction relevant to the services purchased.

## Post Pay Pricing Agreement

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- Fullmind Educators will provide a professional learning environment at all times.
- Every session is recorded. Only enrolled students and Fullmind employees can access classroom recordings. Recordings are available within twenty-four (24) hours of session completion.
- Fullmind will abide by the Fullmind Privacy Policy.
- Fullmind is fully accredited by Cognia as a digital learning institute, with the authority to award academic credit, be the teacher of record and deliver whole course instruction in partnership with a local school district.
- In the event a student with an IEP/504 plan is enrolled, the Fullmind Educator will progress monitor IEP goals and attend IEP/CSE meetings as needed.

## Customer Expectations

- For whole-class instruction, the Customer will provide a classroom facilitator (if students are onsite) and/or teacher of record who will be responsible for managing the classroom environment and granting credit.
- Students have the appropriate computer technology and internet services to access Fullmind. Chromebooks and PCs are best, while iPads are not encouraged.
- The Customer will be responsible for any and all recognition and motivational activities to drive student engagement.
- The Customer will ensure that students utilize the virtual orientation content and escalate any questions or tech concerns prior to their first classes whenever possible
- Any and all supplies will be purchased and distributed by the Customer as needed.

## Fullmind Support

- Fullmind Support • Fullmind Technology and Customer Support will be available Monday-Friday, from 7 am ET to 8 pm ET by calling 1-888-817-5980 or [support@Fullmindlearning.com](mailto:support@Fullmindlearning.com).

## **PARAPROFESSIONAL SERVICES AGREEMENT**

This PARAPROFESSIONAL SERVICES AGREEMENT, (the "Agreement") is entered into effective as of September 1, 2023 (the "Effective Date"), by and between the Lawrence Union Free School District, with a mailing address of 2 Reilly Road, Cedarhurst, NY 11516 (the "District"), and Hebrew Academy of Long Beach, a private day school with a mailing address of 132 Spruce St, Cedarhurst, NY 11516 ("HALB").

### ***Preamble:***

The District desires to retain HALB to provide a 1:1 Teacher's Aide in connection with an Individualized Education Plan (IEP) dated December 21, 2021 for a specific District student attending the Hebrew Academy of Long Beach (IEP attached hereto and by this reference made a part hereof as Exhibit A).

### ***Agreement:***

**1. ENGAGEMENT OF HALB.** The District will retain HALB to provide the Aide Services in accordance with the requirements set forth in Exhibit A, and HALB will provide the Aide Services to the District and/or its affiliates on the terms and conditions, and within the time deadlines, provided for herein or otherwise agreed to by the District and HALB. HALB shall perform such services on an exclusive basis, for so long as this Agreement has not expired or no notice of termination has been sent.

**2. STATUS.** Persons providing Aide Services pursuant to this Agreement shall do so as an independent contractor and not as an employee of the District. HALB will not have any authority to act for or represent the District in any matter. HALB is solely responsible for paying any and all federal, state, and local taxes, social security payments, and any other taxes or payments which may be due incident to compensation paid to HALB pursuant to this Agreement. Persons providing Aide Services pursuant to this Agreement are not entitled to participate in the District's medical, dental or other benefit plans. Even if a court or government agency determines that HALB or any other independent contractors or temporary personnel and District have had a common law employer-employee relationship at any time, such personnel will not be entitled to

receive any different or additional pay, or any benefits, insurance coverage, tax payments or withholding, or compensation of any kind.

3. **COMPENSATION.** In consideration of the satisfactory performance of the Aide Services in accordance with the terms and conditions of this Agreement, retroactive to December 21, 2021, the District will pay HALB at the rate of \$25.00 per hour. HALB shall submit invoices to the District in the form of timesheets, which must include the name of the student, the name and signature of the person providing Aide Services, the name and the signature of a supervisor representing the Hebrew Academy of Long Beach and dates and times of such service. The District will reimburse HALB for any reasonable out-of-pocket expenses incurred by HALB in the course of performing the Aide Services, provided such expenses are approved in advance and in writing by the District.

4. **DUTIES.** HALB will furnish the Aide Services as set forth in Exhibit A and as reasonably requested by the District. HALB will perform the Aide Services with reasonable care, skill, and diligence and will comply with all applicable federal, state and local laws.

5. **TERM.** The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year (the "Expiration Date"), unless terminated sooner, as hereinafter provided.

6. **ASSIGNMENT; BINDING AGREEMENT.** HALB may not assign, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the District. This Agreement will be binding on and inure to the benefit of the District and HALB and their and successors and permitted assigns.

7. **INTENTIONALLY OMITTED.**

8. **INTENTIONALLY OMITTED.**

9. **INTENTIONALLY OMITTED**

**10. REPRESENTATIONS AND WARRANTIES OF HALB.** HALB represents and warrants that: (a) the Aide Services will be performed in a timely and professional and workmanlike manner in accordance with applicable professional standards and legal requirements; (b) HALB is not a party to, or bound by, any agreement or commitment, or subject to any restriction, including but not limited to agreements related to existing or previous employment, which now or in the future could interfere with the performance by HALB of Aide Services under this Agreement or may have a possibility of adversely affecting the business of District; and (c) none of the data, information, or Deliverables to be provided to District and/or its affiliates, by HALB will violate any copyright or other intellectual property right of any person.

**11. INDEMNIFICATION.** HALB indemnifies and holds harmless District and its affiliates and the District and its affiliates' directors, officers, employees, shareholders, and agents from, against and in respect of, the full amount of any and all liabilities, damages, claims, deficiencies, fines, assessments, losses, taxes, penalties, interest, costs and expenses, including, without limitation, reasonable fees and disbursements of counsel, arising from, in connection with, or incident to HALB's breach or violation of any of the representations, warranties, covenants or agreements contained in this Agreement or HALB's negligent acts or omissions.

**12. MISCELLANEOUS.**

(a) This Agreement constitutes the entire understanding and agreement of the parties with respect to the matters contained herein and any and all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are of no further force or effect.

(b) This Agreement will be governed by and construed in accordance with the laws of the State of New York.

(c) This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument provided each party has received a signed counterpart of the other party. A facsimile of this Agreement, including the signatures hereto, generated in good form by a fax machine or a pdf email and transmission with signature shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

(d) Any notice or communication required hereunder will be in writing and will be: (i) delivered in person; or (ii) sent by United States mail (certified with return receipt requested); or (iii) sent by overnight courier and addressed to the intended recipient at the address set forth above or at such address of which a party is notified from time-to-time. Notice shall be deemed given when received.

(e) No waiver, modification or termination of any term of this Agreement shall be effective unless in writing and signed by all parties. Neither party's failure, delay or forbearance to insist on strict performance of any provision of this Agreement, in one or more instances, shall be construed as a waiver of later strict performance of that provision. Nor shall either party's failure to exercise any right or remedy available to it, under this Agreement or otherwise, be construed as a waiver of such right or remedy.

(f) If any provision or term of this Agreement is construed by a court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the remainder of this Agreement, which shall be given full force and effect without regard to the invalid portion.

13. **TERMINATION.** Either party may terminate this Agreement at any time with or without reason or cause on ten (10) days prior written notice. Upon such termination, the District shall have no further liability or obligation to HALB, provided that District has paid HALB the amount due under this Agreement. Further, upon notice of termination given by the District to HALB, HALB shall have no further exclusivity rights with respect to services performed, and with respect to this Agreement.

14. **INTENTIONALLY OMITTED.**

15. **NOTICE.** All notices or other communications which are required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

If to the District:

Board of Education of the

Lawrence Union Free School District

c/o District Clerk

2 Reilly Road

Cedarhurst, New York 11516

With a copy to:

Albert D'Agostino, Esq.

Minerva & D'Agostino, P.C.

107 S. Central Avenue

Valley Stream, New York 11580

If to HALB:

Adrienne Mittan  
132 Spruce Street  
Cedarhurst NY 11516

With a copy to:

Richard Attabe  
523 Church Avenue  
Woodmere NY 11598

**16. APPLICABLE LAW AND VENUE.** This contract is governed by and construed in accordance with the laws of the State of New York. Any action commenced to enforce this Contract must

be brought and solely litigated in a court of competent jurisdiction located in Nassau County, New York.

**17. INSURANCE.**

A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, HALB hereby agrees to effectuate the naming of the District as an additional insured on HALB's insurance policies, with the exception of workers compensation, N.Y. State disability and



professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the policy naming the District as an additional insured shall:

- • Purchase an insurance policy from an A.M. Best rated "secure" insurer, licensed in New York State;
- • State that the organizations coverage shall be primary and non-contributory coverage for the District, the Board, and its members, employees and volunteers;
- • The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance;
- • The certificate of insurance must describe the specific services provided by HALB (e.g., energy procurement services) that are covered by the commercial general liability policy and the umbrella policy;
- • At the District's request. HALB shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested. the contractor will provide a copy of the policy endorsements and forms;
- • HALB agrees to indemnify the District for any applicable deductibles and self-insured retentions.

#### B. Required Insurance:

- • Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 aggregate;
- • Workers' Compensation and N.Y.S. Disability Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits 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;
- • Professional Errors and Omissions Insurance: \$2,000,000 per occurrence and \$2,000,000 aggregate for the professional acts of HALB performed under the contract for the 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;
- • Excess Insurance: \$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- • Performance Bond: to be provided by a New York State admitted Surety Company, in good standing at HALB's sole cost and expense. The District shall be named as the Obligatee, and an original Power of Attorney, Corporate and Surety Acknowledgement must accompany the bond.

HALB acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. HALB is to provide the District with a certificate of insurance, evidencing the above

requirements have been met, prior to the commencement of work or use of facilities. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.

C. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). HALB further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

**18. ATTORNEY FEES.** In the event a lawsuit is instituted on behalf of the District to obtain performance due of any kind under this Contract, and the District is the prevailing party, HALB shall, except when prohibited by law, pay the District's reasonable attorney fees and costs in connection with the lawsuit.

**19. ALTERNATIVE DISPUTE RESOLUTION.** The District does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to legal action to enforce available remedies.

**20. CONFIDENTIALITY.** HALB agrees not to use or disclose any information it receives from the District under this Contract which would violate federal or state laws or regulations, or which the District has previously identified as confidential or exempt from mandatory public disclosure, except as necessary to carry out the purposes of this contract or as authorized in advance by the District. The District agrees not to disclose any information it receives from HALB which HALB has previously identified as confidential and which the District determines in its sole discretion is protected from mandatory public disclosure under a specific exception to state and federal open records laws. The duty of District and HALB to maintain confidentiality of information under this section continues beyond the term of this contract, including any extensions or renewals.

**21. COMPLIANCE WITH OPEN RECORDS LAW.** HALB understands that, except for disclosures prohibited in Paragraph "20", the District must disclose to the public upon request any records it receives from HALB under this contract. HALB further understands that any records which are obtained or generated by HALB under this contract, except for records that

are confidential under Section 17, may be open to the public upon request under the New York open records law. HALB agrees to contact the District immediately upon receiving a request for information under the open records law and to comply with the District's instructions on how to respond to the request.

**22. NONDISCRIMINATION AND COMPLIANCE WITH LAWS.** HALB agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. HALB agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including but not limited to sales and use taxes and unemployment compensation and workers' compensation premiums. HALB shall have and keep current at all times during the term of this contract all licenses and permits required by law.

**23. DISTRICT AUDIT.** All records, regardless of physical form, and the accounting practices and procedures of HALB relevant to this Agreement are subject to examination by the District or the District's designee. HALB will maintain all such records for at least three (3) years following completion of this Contract.

**25. EFFECTIVENESS OF CONTRACT.** This contract is not effective until fully executed by all parties.

**26. FINGERPRINTING - HALB will only provide paraprofessional staff that have complied with and have received NYSED fingerprint clearance**

**IN WITNESS WHEREOF,** the District and HALB have caused this Contract to be executed the day and year first written above.

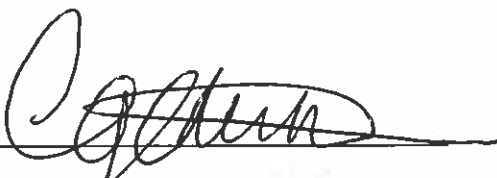
BOARD OF EDUCATION OF THE  
LAWRENCE UNION FREE SCHOOL  
DISTRICT

HEBREW ACADEMY OF LONG BEACH

By:

\_\_\_\_\_  
Murray Forman, President

By:

  
\_\_\_\_\_  
Adrienne Mittan, Executive Director



# HEALTH SOURCE GROUP

25 Newbridge Road  
Suite 312  
Hicksville, New York – 11801

**Phone:** 516-605-1310  
**Fax:** 516-605-1306  
**www.healthsourcegroup.com**

## SERVICES AGREEMENT

This agreement to provide professional services of supplemental healthcare and related personnel (the "Agreement"), effective is by and between **Lawrence Union Free School District** with its office at 195 Broadway, Lawrence, New York 11559 (hereinafter "Client" or "District"), and **Health Source Group, Inc.** (hereinafter "HSG" or "Company" or "Provider") with its principal office at 25 Newbridge Road, Suite 312, Hicksville, New York 11801. Entering into this agreement for the **2023-2024 year [contract effective date 7/1/2023 till 6/30/2024 including regular school year plus summer school, with option to renew for three additional twelve (12) month periods, all terms remaining same per consent of both parties]** does not alter any other existing agreement by and between Lawrence Union Free School District as this agreement is primarily for the purpose of continuing service to the previous agreement. This agreement shall renew automatically for each school year unless changes or cancellation are communicated in writing by either side. Exhibit "A" below lists active renewed/transferred employees (or details of which can be provided by District after this services agreement execution) from 2022-2023 school year along with additional proposed staff by Lawrence Union Free School District. This list shall be further amendable by Health Source Group in communication with the District as needed.

WHEREAS, Client finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company shall provide supplemental healthcare, educational and related personnel to work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be bound, the parties hereto agree as follows:

### 1. Services to Client

The Company shall provide the following ("Services") to Client:

Upon request of the CLIENT, CLIENT shall exclusively provide for renew/transfer, accept employees already transferred or referred by CLIENT to Health Source Group, all qualified, prescreened,

fingerprinted, background checked and fully cleared Nurses (such as RNs, LPN's, CNA's, NPs), Therapists (such as PT/OT/ST, PTA/COTA), Social Workers, Psychologists, Special Education Teachers – Resource Room, Matrons, Paraprofessionals and other personnel of its supplementary schools of the Lawrence Union Free School District. All such staff or proposed staff who willfully renew/transfer and are accepted by Health Source Group after, including, but not limited to renegotiated and agreed salaries or pay rates and terms and conditions, shall be employees of Health Source Group and shall remain as working at CLIENT location and as per supervision of CLIENT. It shall be CLIENT's full responsibility to ensure all of its existing personnel or proposed staff who transfer to Health Source Group as its new employer and pay rolling company to present and make best efforts to have such personnel agree to changes in new rates and salaries they shall receive from Health Source Group. CLIENT shall not terminate services of any such personnel after transfer unless the matter is validated as a performance issue and CLIENT shall take all responsibility of such termination(s) including any financial and legal ramifications. All such employees accepting Health Source Group as its new employer and payroll company shall be deemed as temporary employees of Health Source Group. Health Source Group shall not be liable to pay any benefits whatsoever including but not limited to vacation, sick days, retirement, etc. and any preexisting disputes between any such personnel and CLIENT or any new dispute between any such personnel concerning CLIENT shall be fully covered by the CLIENT. CLIENT shall indemnify and hold harmless, Health Source Group on all such matters since it is directly supervising such personnel. Invoices to be paid in full based on rates in the attached exhibit, incorporated into this agreement, on a bi-weekly basis.

HSG shall screen all new personnel, who have not worked at CLIENT before making placement in order to determine the qualifications and competence of said personnel. It is contemplated by the parties that there will be occasion where CLIENT desires HSG personnel for a specific assignment for a predetermined time period. In such instances CLIENT shall notify HSG of its need for HSG personnel for a specific assignment and the length of the predetermined time period. If HSG personnel commence the assignment pursuant to said notification, CLIENT shall be responsible for paying HSG the rates set forth in Exhibit A, for the entire predetermined time period.

The parties further agree that it is HSG's duty to fill assignments is subject to the availability of qualified personnel. Except as otherwise provided herein, neither the failure of HSG to provide personnel nor the failure of CLIENT to apply to HSG to fill its healthcare personnel needs constitutes breach of this agreement.

Client has done its due diligence and agrees it is not in violation of any provision, agreement or law, existing or implied and as such is authorized to enter this agreement. Further, Client shall assume complete responsibility and immediately and fully cover HSG of any and all fees and costs including legal (if any) for any violations, should it be determined after entering into this agreement that Client had violated any provision, agreement or law, existing or implied and should not have entered into such an agreement.

## 2. Payment and Invoicing terms

### 2.1. Payment for Services. The Client will pay as follows:

Please see "EXHIBIT A"

### 2.2 Cancellation Policy / Reimbursable Costs

CLIENT will be obligated for notification of any cancelled shifts /assignments for the period of requested shift/hours. For cancellation of shifts in less than 2 hours notice by CLIENT will result in 4 hours of service charge. All extraordinary travel expenses must receive Client's approval

### 2.3 Invoicing.

Invoices on a best efforts will be submitted in a timely manner no longer than one (1) month after the final day of the month worked, including timesheets indicating time in, time out, lunch period (if taken) and signed by a school supervisor. Invoicing will be done weekly by HSG for payment from Client. HSG shall submit to CLIENT weekly invoice for the services provided as set herein. Invoices shall indicate the name of the personnel assigned to CLIENT, the rate charged and unit worked, number of hours worked during the billing period.

- a. Client agrees to payment terms of Net 7 (seven) days upon receipt, and understands that unpaid accounts will be considered in default after 30 (thirty) days, after which a default charge will be imposed at 1.5% per month for the first 2 months and 5% after that on unpaid balances.
- b. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts after 30 days. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, Health Source Group may suspend performing further work including sending the transferred or new staff to work at the Client.

### 2.4 CHANGES.

This agreement and the provisions hereof, may be altered, amended, modified or superceded only in writing executed by both the parties. Client may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

### 3. Standard of Care

CLIENT shall transfer to HSG all necessary documentation upon authorization of each transferring or proposed new employee. HSG shall maintain the CLIENT requested of documentation for each personnel provided to the CLIENT and shall make such documentation available for review upon request.

Notwithstanding any other provisions in this agreement, both parties remain responsible for:

- a. Ensuring that any services provided pursuant to this agreement complies with all provisions of Federal, State, and Local statutes, rules and regulations;
- b. Ensuring the quality of all services provided by the parties; and
- c. Ensuring adherence by HSG transferred staff to the policies and procedures of CLIENT.

HSG warrants that its services shall be performed by personnel possessing competency consistent with applicable standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise.

### 4. Insurance Liability

Health Source Group, Inc. (HSG) shall maintain at its expense General Liability Insurance, Professional Liability Insurance and Worker's Compensation Insurance.

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the district as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
- II. The policy naming the district as an additional insured shall:
  - Purchase an insurance policy from an A.M. Best rated "secure" insurer, licensed in New York State.
  - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
  - The district shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
  - The certificate of insurance must describe the specific services provided by the contractor (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy.
  - At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

III. The consultant agrees to indemnify the district for any applicable deductibles and self-insured retentions.

IV. Required Insurance:

- **Commercial General Liability Insurance**  
(General Liability Insurance is required when services are being provided off-premises – such as at the consultant's office or clinic.)  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- **Workers' Compensation and N.Y.S. Disability**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits 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 may be completed and submitted online:

[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

- **Professional Liability**  
Covering the professional acts of the health care professional, resulting from his or her contract and/or services provided for the District. Coverage shall be in the amount of \$2,000,000 per occurrence, \$2,000,000 aggregate. 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.
- **Excess Insurance**  
\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- **Performance Bond (Optional)**  
*If required, these bonds shall be provided by a New York State admitted Surety Company, in good standing.* The district shall be named as the Obligee, and an original Power of Attorney, Corporate and Surety Acknowledgements must accompany the bond.

V. Company acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The consultant is to provide the districts with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.

VI. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The company further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

## 5. Terms and Termination

5.1. This agreement shall extend for a period of one year from the date set forth above, up to three additional years under the same terms, unless sooner terminated as provided herein. Either party may terminate this agreement at any time without liability or cause by giving 30 days written notice to the other party. Termination shall have no effect upon any rights



accrued or liabilities incurred for the assignment of a HSG personnel for a predetermined time period prior to the termination of this agreement.

5.2. "CLIENT" has the overall responsibility for the health, welfare, and safety of all staff, visitors and students. It may immediately request the removal from assignment of any HSG personnel whose conduct, health or work with the CLIENT is not in accordance with CLIENT standards. HSG shall make best efforts to replace said personnel with personnel acceptable to CLIENT for the remainder of the predetermined time period (if any). In the event HSG is unable to replace the personnel for the remainder of the predetermined time period, CLIENT'S obligation to compensate HSG shall be limited to the hours actually worked by such personnel at the rates set forth in Exhibit "A".

6. Non-Discrimination

Neither party shall unlawfully discriminate against employees or patients on the basis of Race, National Origin, Gender, Age, Creed, Religion, Marital Status, Sexual Orientation, Veteran Status, or Disability.

7. Confidentiality

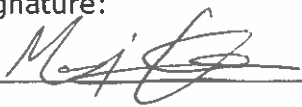
HSG agrees to maintain strict confidentiality concerning CLIENT's confidential information, including but not limited to all student care, student data and any other information, as well as all business planning, financial information, trade secrets other proprietary information, written or oral, acquired, shared, provided or developed under this agreement (the confidential information), and will not use, disclose or allow access to such confidential information by any other person or organization, other than those who have a need to know of the information in order to perform their obligation under this agreement, without the CLIENT's prior written consent (or vice versa). The foregoing obligations regarding confidential information do not apply to information which is: (a) known to the recipient, at the time of its disclosure; (b) in the public domain at the time of disclosure to recipient; or subsequently thereafter becomes part of the public domain without the fault of recipient; or (c) acquired by recipient from a third party having no obligation of confidentiality with respect to such information. Upon request by CLIENT at any time, HSG will promptly return to CLIENT the original all copies of all non oral confidential information furnished by CLIENT if any. In the event that HSG receives a request for confidential information from a court or governmental authority, or academic accrediting agency, HSG shall give prompt written notice to CLIENT (and vice versa) prior to any such disclosure, in order to allow CLIENT or HSG the opportunity to seek the appropriate protective order to protect the confidential information.

8. Any NOTICES required or authorized under this agreement shall be in writing and shall deemed given when sent by United States Mail, certified and returned receipt requested, addressed as follows: Health Source Group, Inc. 25 Newbridge Road, Suite 311, Hicksville, NY 11801 or Lawrence Union Free School District, 195 Broadway, Lawrence, NY 11559

9. Indemnification

Each party to this agreement agrees to indemnify and hold harmless the other party, including its parent, directors, officers, agents, and employees, from all claims, suits, damages, judgments and demands to the extent arising from the indemnifying party's negligent and/or wrongful acts and omissions in the performance of the duties prescribed in this agreement. Each party shall give the other party immediate written notice of any claim, suit or demand, which may be subject to this provision. This provision shall survive the termination of this agreement.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers as of the date and year first written above. Both parties agree to the exclusive jurisdiction of New York in any action or proceeding pursuant to this agreement.**

<b>Health Source Group, Inc.</b>	<b>Lawrence Union Free School District:</b>
Print Name: <u>MANOJ KAPUR</u>	Print Name: _____
Signature: <u></u>	Signature: _____
Title: <u>DIRECTOR</u>	Title: _____
Date: <u>3/27/2023</u>	Date: _____

# "Exhibit A"

A detailed list to be provided by Lawrence Union Free School District (and made part of this Exhibit A of personnel of Lawrence Union Free School District who transferred or proposed staff who transfer) to Health Source Group and will continue to work at Lawrence Union Free School District into the new school year. Health Source Group shall be responsible for paying the renewed/transferred staff directly from its payroll as its employees. Rates charged (billing rate) by Health Source Group to Lawrence Union Free School District shall be based on a 7 hour per diem school day (with exceptions to certain individuals whose rates to be based on a 6 1/2 hour per diem school day and such authorized list to be provided by Lawrence UFSD) minus a non billable 1/2 hour lunch break, based on a 180 day school year or specific school calendar year including but not limited to billable in-service - school professional development day, district wide professional development day, snow days, parent teacher conference days, and at the following rate(s) plus a 27% (twenty seven percent) markup:

**Nurses, Resource Room Teachers, Psychologists, Social Workers, Paraprofessionals:**  
**Any base salaries not listed below shall also be marked up for invoicing at the same 27% on a prorated FTE salary basis.**

\$233.33 per diem (based at rate of \$42,000 per annum)  
\$261.11 per diem (based at rate of \$47,000 per annum)  
\$269.44 per diem (based at rate of \$48,500 per annum)  
\$305.55 per diem (based at rate of \$55,000 per annum)  
\$311.11 per diem (based at rate of \$56,000 per annum)  
\$361.11 per diem (based at rate of \$65,000 per annum)  
\$388.89 per diem (based at rate of \$70,000 per annum)

For non full time persons, Health Source Group can bill Lawrence UFSD on an hourly basis and pay such employees an hourly rate (payment should be prorated accordingly to schedule for employees). The percent markups and other items in the agreement to remain the same.

Special situations (a. through d.) if from previous 2022-2023 school year agreement and if continued into 2023-2024 school year (details as furnished by Lawrence UFSD and made part of exhibit):

a. 1 nurse allowed by Lawrence UFSD to work 1 extra hour above 6 1/2 hour per diem minus 1/2 hour lunch break and billable at an extra \$52.94 per diem (based on extra rate of \$9,000 per annum)

- b. 1 nurse allowed by Lawrence UFSD to work 2 hours extra, above 6 1/2 hour minus 1/2 hour lunch break = 6 hours regular + 2 extra hours. This is billable at an extra \$105.88 per diem (based on extra rate of \$18,000 per annum)
- c. 1 nurse allowed by Lawrence UFSD to work up to 1 1/2 extra hours above 6 1/2 hour per diem minus 1/2 hour lunch break and billable at extra \$88.24 per diem (based on extra rate of \$15,000 per annum)
- d. Any resource Lawrence UFSD requests to be paid hourly shall be honored given the above prorated rates and markups based on a 6 1/2 hour per diem school schedule.

These rates shall be same for up to an 8 hour maximum per diem except as noted for special situations. Additional rates of time and a half may apply should the resource work more than 8 hours per diem. Lunch break provided by Lawrence UFSD is not payable or billable.

All supplies, medical and other items needed for resources to work will be supplied or provided directly by Lawrence UFSD to each resource at its cost.

If additional resources are introduced and transferred to Health Source Group during school year by Lawrence UFSD then same prorated per diem or hourly amounts (given the above chart) and markups to be used based on a 180 day school year or the specific school calendar year, unless specified otherwise through an addendum at such time. Lawrence's private schools shall not hire any Health Source Group employees unless agreed by both sides in writing, and a fee of 20% (twenty percent) of the hired person's first year annual salary will be paid to HSG upon hire.

This includes each resource which Lawrence Union Free School District introduces as a current or new transfer to Health Source Group as its exclusive agency and who willingly accepts such a transfer to work on Health Source Group's payroll. A validated signed time sheet by Lawrence UFSD will be needed for each resource confirming the number of hours work in order for the resource to be paid. Any resources outside of this scope and not covered by this paragraph can be covered through an addendum with the consent of both parties.

Lawrence UFSD shall allow all resources working through this contract to also independently work outside Lawrence UFSD as long as times do not interfere with schedules of Lawrence UFSD for such resource(s). This may include summer work, holidays, off hours and through Health Source Group or any other company.

**Additional New Staffing Hourly Rates:**

All new staff introduced and recruited by Health Source Group on a best efforts basis as substitutes or otherwise for Lawrence UFSD, bill rates charged by Health Source Group are per hour or its per diem equivalent based on a 7 hour work day at Lawrence UFSD.

**Covid and New York Paid Sick Leave (NYPSL) mandates:**

Any state or federal mandate requiring Health Source Group to pay its employee(s) working at the Lawrence School District, who are unable to work due to a Covid related issue, shall be billable to the district at the same salary and markup amount as agreed in this contract for all such time. Any retroactive covid pay cases identified concerning such employees shall also be billable accordingly. These billable and payable amounts shall be prorated accordingly at the time if and when there is a change in this state or federal mandate.

For all Health Source Group employees working at the Lawrence School District who are entitled to receiving up to 56 hours of paid sick leave per calendar year according to the New York Paid Sick (NYPSL) Leave mandate the Lawrence School District shall pay these hours as billable hours at the pay rate plus markup amount in this contract. Any retroactive NYPSL cases identified concerning such employees shall also be billable accordingly. These billable and payable amounts shall be prorated accordingly at the time if and when there is a change in this state or federal mandate.

**A detailed List of Resources for working during upcoming school year in Lawrence UFSD to Health Source Group (including Names and Titles) is attached hereto "Exhibit A" or will be provided by the District to the Company at a mutually convenient date to both parties.**

**For: Health Source Group, Inc.**

**Signed:** 

**Print Name/Title:** MANOJ KAPUR/DIRECTOR

**Date:** 3/27/2023

**For: Lawrence School District**

**Signed:** \_\_\_\_\_

**Print Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# **HEALTH SOURCE GROUP**

25 Newbridge Road  
Suite 312  
Hicksville, New York – 11801

**Phone:** 516-605-1310  
**Fax:** 516-605-1306  
**[www.healthsourcegroup.com](http://www.healthsourcegroup.com)**

## **SERVICES AGREEMENT – 2 (Matrons)**

This agreement to provide professional services of supplemental healthcare and related personnel (the "Agreement"), effective is by and between **Lawrence Union Free School District** with its office at **195 Broadway, Lawrence, New York 11559** (hereinafter "Client"), and **Health Source Group, Inc.** (hereinafter "HSG" or "Company") with its principal office at **25 Newbridge Road, Suite 312, Hicksville, New York 11801** (hereinafter "Professional Service Provider"). Entering into this agreement for the **2023-2024 year [contract effective 7/1/2023 till 6/30/2024 including regular school year plus summer school, with option to renew for three additional twelve (12) month periods, all terms reaming same per consent of both parties]** does not alter any other existing agreement by and between Lawrence Union Free School District as this agreement. This agreement shall renew automatically for each school year unless changes or cancellation are communicated in writing by either side. Exhibit "A" below lists active renewed/transferred employees from 2022-2023 school year along with additional proposed staff by Lawrence Union Free School District. This list shall be further amendable by Health Source Group as needed.

WHEREAS, Client finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company shall provide supplemental healthcare, educational and related personnel to work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be bound, the parties hereto agree as follows:

### **1. Services to Client**

The Company shall provide the following ("Services") to Client:

Upon request of the CLIENT, CLIENT shall exclusively provide for transfer, accept employees already transferred or referred by CLIENT to Health Source Group, all qualified, prescreened, fingerprinted, background checked and fully cleared Matrons and other personnel of its supplementary schools of the Lawrence Union Free School District. All such staff or proposed staff who willfully transfer and are

accepted by Health Source Group after, including, but not limited to renegotiated and agreed salaries or pay rates and terms and conditions, shall be employees of Health Source Group and shall remain as working at CLIENT location and as per supervision of CLIENT. It shall be CLIENT's full responsibility to ensure all of its existing personnel to be transferred or proposed staff who transfer to Health Source Group as its new employer and payroll company to present and make best efforts to have such personnel agree to changes in new rates and salaries they shall receive from Health Source Group. CLIENT shall not terminate services of any such personnel after transfer unless the matter is validated as a performance issue and CLIENT shall take all responsibility of such termination(s) including any financial and legal ramifications. All such employees accepting Health Source Group as its new employer and payroll company shall be deemed as temporary employees of Health Source Group. Health Source Group shall not be liable to pay any benefits whatsoever including but not limited to vacation, sick days, retirement, etc. and any preexisting disputes between any such personnel and CLIENT or any new dispute between any such personnel concerning CLIENT shall be fully covered by the CLIENT. CLIENT shall indemnify and hold harmless, Health Source Group on all such matters since it is directly supervising such personnel. Invoices to be paid in full based on rates in the attached exhibit, incorporated into this agreement, on a bi-weekly basis.

HSG shall screen all new personnel, who have not worked at CLIENT before making placement in order to determine the qualifications and competence of said personnel. It is contemplated by the parties that there will be occasion where CLIENT desires HSG personnel for a specific assignment for a predetermined time period. In such instances CLIENT shall notify HSG of its need for HSG personnel for a specific assignment and the length of the predetermined time period. If HSG personnel commence the assignment pursuant to said notification, CLIENT shall be responsible for paying HSG the rates set forth in Exhibit A, for the entire predetermined time period.

The parties further agree that it is HSG's duty to fill assignments is subject to the availability of qualified personnel. Except as otherwise provided herein, neither the failure of HSG to provide personnel nor the failure of CLIENT to apply to HSG to fill its healthcare personnel needs constitutes breach of this agreement.

Client has done its due diligence and agrees it is not in violation of any provision, agreement or law, existing or implied and as such is authorized to enter this agreement. Further, Client shall assume complete responsibility and immediately and fully cover HSG of any and all fees and costs including legal (if any) for any violations, should it be determined after entering into this agreement that Client had violated any provision, agreement or law, existing or implied and should not have entered into such an agreement.

## 2. Payment and Invoicing terms

### 2.1. Payment for Services. The Client will pay as follows:

Please see EXHIBIT "A"

## 2.2 Cancellation Policy / Reimbursable Costs

CLIENT will be obligated for notification of any cancelled shifts /assignments for the period of requested shift/hours. For cancellation of shifts in less than 2 hours notice by CLIENT will result in 4 hours of service charge. All extraordinary travel expenses must receive Client's approval

## 2.3 Invoicing.

Invoices will be submitted weekly by HSG for payment from Client. HSG shall submit to CLIENT weekly invoice for the services provided as set herein. Invoices shall indicate the name of the personnel assigned to CLIENT, the rate charged and unit worked, number of hours worked during the billing period.

- a. Client agrees to payment terms of Net 7 (seven) days upon receipt, and understands that unpaid accounts will be considered in default after 30 (thirty) days, after which a default charge will be imposed at 1.5% per month for the first 2 months and 5% after that on unpaid balances.
- b. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, Health Source Group may suspend performing further work including sending the transferred or new staff to work at the Client.

## 2.4 CHANGES.

This agreement and the provisions hereof, may be altered, amended, modified or superceded only in writing executed by both the parties. Client may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

## 3. Standard of Care

CLIENT shall transfer to HSG all necessary documentation upon authorization of each transferring or proposed new employee. HSG shall maintain the CLIENT requested of documentation for each personnel provided to the CLIENT and shall make such documentation available for review upon request.



Notwithstanding any other provisions in this agreement, both parties remain responsible for:

- a. Ensuring that any services provided pursuant to this agreement complies with all provisions of Federal, State, and Local statutes, rules and regulations;
- b. Ensuring the quality of all services provided by the parties; and
- c. Ensuring adherence by HSG transferred staff to the policies and procedures of CLIENT.

HSG warrants that its services shall be performed by personnel possessing competency consistent with applicable standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise.

#### 4. Insurance Liability

Health Source Group, Inc. (HSG) shall maintain at its expense General Liability Insurance, Professional Liability Insurance and Worker's Compensation Insurance.

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the district as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
- II. The policy naming the district as an additional insured shall:
  - Purchase an insurance policy from an A.M. Best rated "secure" insurer, licensed in New York State.
  - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
  - The district shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
  - The certificate of insurance must describe the specific services provided by the contractor (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy.
  - At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
- III. The company agrees to indemnify the district for any applicable deductibles and self-insured retentions.
- IV. Required Insurance:
  - **Commercial General Liability Insurance**  
(General Liability Insurance is required when services are being provided off-premises – such as at the consultant's office or clinic.)  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits 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 may be completed and submitted online:

[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

- **Professional Liability**  
Covering the professional acts of the health care professional, resulting from his or her contract and/or services provided for the District. Coverage shall be in the amount of \$2,000,000 per occurrence, \$2,000,000 aggregate. 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.
- **Excess Insurance**  
\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- **Performance Bond (Optional)**  
*If required, these bonds shall be provided by a New York State admitted Surety Company, in good standing. The district shall be named as the Obligee, and an original Power of Attorney, Corporate and Surety Acknowledgements must accompany the bond.*

- V. Company acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The consultant is to provide the districts with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.
- VI. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

## 5. Terms and Termination

5.1. This agreement shall extend for a period of one year from the date set forth above, unless sooner terminated as provided herein. Either party may terminate this agreement at any time without liability or cause by giving 30 days written notice to the other party. Termination shall have no effect upon any rights accrued or liabilities incurred for the assignment of a HSG personnel for a predetermined time period prior to the termination of this agreement.

5.2. "CLIENT" has the overall responsibility for the health, welfare, and safety of all its staff, visitors and students. It may immediately request the removal from assignment of any HSG personnel whose conduct, health or work with the CLIENT is not in accordance with CLIENT standards. HSG shall make best efforts to replace said personnel with personnel acceptable to CLIENT for the remainder of the predetermined time period (if any). In the event HSG is unable to replace the personnel for the remainder of the predetermined time period, CLIENT'S obligation to compensate HSG shall be limited to the hours actually worked by such personnel at the rates set forth in Exhibit "A".

6. Non-Discrimination

Neither party shall unlawfully discriminate against employees or patients on the basis of Race, National Origin, Gender, Age, Creed, Religion, Marital Status, Sexual Orientation, Veteran Status, or Disability.

7. Confidentiality

HSG agrees to maintain strict confidentiality concerning CLIENT's confidential information (and vice versa), including but not limited to all student care, student data and any other information, as well as all business planning, financial information, trade secrets other proprietary information, written or oral, acquired, shared, provided or developed under this agreement (the confidential information), and will not use, disclose or allow access to such confidential information by any other person or organization, other than those who have a need to know of the information in order to perform their obligation under this agreement, without the CLIENT's prior written consent (or vice versa). The foregoing obligations regarding confidential information do not apply to information which is: (a) known to the recipient, at the time of its disclosure; (b) in the public domain at the time of disclosure to recipient; or subsequently thereafter becomes part of the public domain without the fault of recipient; or (c) acquired by recipient from a third party having no obligation of confidentiality with respect to such information. Upon request by CLIENT at any time, HSG will promptly return to CLIENT the original all copies of all non oral confidential information furnished by CLIENT if any. In the event that HSG receives a request for confidential information from a court or governmental authority, or academic accrediting agency, HSG shall give prompt written notice to CLIENT (and vice versa) prior to any such disclosure, in order to allow CLIENT or HSG the opportunity to seek the appropriate protective order to protect the confidential information.

8. Any NOTICES required or authorized under this agreement shall be in writing and shall deemed given when sent by United States Mail, certified and returned receipt requested, addressed as follows: Health Source Group, Inc. 25 Newbridge Road, Suite 311, Hicksville, NY 11801 or Lawrence Union Free School District, 195 Broadway, Lawrence, NY 11559.

9. Indemnification

Each party to this agreement agrees to indemnify and hold harmless the other party, including it's parent, directors, officers, agents, and employees, from all claims, suits, damages, judgments and demands to the extent arising from the indemnifying party's negligent and/or wrongful acts and omissions in the performance of the duties prescribed in this agreement. Each party shall give the other party immediate written notice of any claim, suit or demand, which may be subject to this provision. This provision shall survive the termination of this agreement.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers as of the date and year first written above. Both parties agree to the exclusive jurisdiction of New York in any action or proceeding pursuant to this agreement.**

<b>Health Source Group, Inc.</b>	<b>Lawrence Union Free School District:</b>
Print Name: <u>MANOJ KAPUR</u>	Print Name: _____
Signature: <u></u>	Signature: _____
Title: <u>DIRECTOR</u>	Title: _____
Date: <u>3/27/2023</u>	Date: _____

# "Exhibit A"

A detailed list to be provided by Lawrence Union Free School District (and made part of this Exhibit A of personnel of Lawrence Union Free School District who transferred or proposed staff who transfer) to Health Source Group and will continue to work at Lawrence Union Free School District into the new school year. Health Source Group shall be responsible for paying the transferred staff directly from its payroll and the staff shall no longer be considered employees of Lawrence Union Free School District. Rates charged by Health Source Group to Lawrence Union Free School District (Lawrence UFSD) for Matrons transferred to Health Source Group shall be as following:

<b>Pay Rate (on transferred employees) by HSG to Matrons</b>	<b>*Billing Rate to Lawrence UFSD</b>
15.00	21.00
16.00	22.40
17.00	23.80
18.00	25.20

**\*All New York State minimum wage requirements to be followed as and when they occur. Markup of forty percent (40%) as per all previous years as the billing rate on the pay rates to remain the same regardless of the updated pay rates during the year.**

Matrons are entitled to 3 sick and 2 personal (total 5) paid days off which are billable by Health Source Group. All matrons shall be paid the New York State minimum wage rate or more and billing rates shall be marked up on a prorated basis as per above schedule.

## **Covid and New York Paid Sick Leave (NYPSL) mandates:**

Any state or federal mandate requiring Health Source Group to pay its employee(s) working at the Lawrence School District, who are unable work due to a Covid related issue, shall be billable to the district at the same salary and markup amount as agreed in this contract for all such time. Any retroactive covid pay cases identified concerning such employees shall also be billable accordingly. These billable and payable amounts shall be prorated accordingly at the time if and when there is a change this state or federal mandate.

For all Health Source Group employees working at the Lawrence School District who are entitled to receiving up to 56 hours of paid sick leave per calendar year according the New York Paid Sick (NYPSL) Leave mandate the Lawrence School District shall pay these hours as billable hours at the

pay rate plus markup amount in this contract. Any retroactive NYPSL cases identified concerning such employees shall also be billable accordingly. These billable and payable amounts shall be prorated accordingly at the time if and when there is a change this state or federal mandate.

**All rates above are per hour in US dollar with a maximum up to 40 hours per week allowable time as per Lawrence Union Free School District's scheduling.** Billing rate represents a forty percent markup. This covers each Matron resource which Lawrence Union Free School District transfers to Health Source Group who willingly accepts such a transfer to work on Health Source Group's payroll at the new rate. A validated signed time sheet by Lawrence UFSD will be needed for each resource confirming the number of hours work in order for the resource to be paid. Any resources outside of this scope and not covered by this paragraph can be covered through an addendum with the consent of both parties.

**Special Rates: "Client" will pay one and half times for hours over 40 hours in any single week or over 8 hours in any single shift if Health Source Group is mandated by a state or federal mandate to pay its employee(s) working at the Lawrence School District.**

**For: Health Source Group, Inc.**

**Signed:** 

**Print Name/Title:** MANOJ KAPUR/DIRECTOR

**Date:** 3/27/2023

**For: Lawrence School District**

**Signed:** \_\_\_\_\_

**Print Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**THIRD ANNUAL RENEWAL OF INDEPENDENT  
CONTRACTOR AGREEMENT BETWEEN THE LAWRENCE  
UNION FREE SCHOOL DISTRICT AND HMB CONSULTANTS,  
LLC**

An original agreement ("Agreement") was made between the Lawrence Union Free School District (the "District") located at 195 Broadway, Lawrence, New York 11559 and HMB Consultants, LLC ("HMB") located at 3 Douglas Lane, Voorheesville, New York 12186 (collectively the "Parties") on June 29, 2020. The Original Agreement term concluded on June 30, 2021.

A First Amendment was mutually agreed upon for the period July 1, 2021 and ending June 30, 2022.

A Second Amendment was mutually agreed upon for the period July 1, 2022 and ending June 30, 2023.

**NOW, THEREFORE**, in consideration of the covenants, agreements, and consideration expressed in the Agreement, the Parties hereto mutually agree to complete this Third Annual Renewal to extend the Agreement term for a period of one (1) year commencing on July 1, 2023 and ending on June 30, 2024. Except as expressly modified by this Third Annual Renewal, all terms and provisions of the Agreement shall remain in full force and effect.

The Parties agree to increase the compensation paid to HMB beginning on July 1, 2023 pursuant to Paragraphs 2 and 4 of the Agreement. Accordingly, the amount paid to HMB by the District for the School Year 2023-24 shall be \$11,353.95 which increased the 2022-23 fee by the May 2023 NY/NJ CPI-U of 3.5%.

**IN WITNESS HEREOF**, the Parties hereto have executed this Third Annual Renewal of Independent Contractor Agreement as of the day and year written below:

Heather M. Bigley  
HMB Consultants, LLC

June 29, 2023  
Date

By: President/Consultant

Lawrence Union Free School District

Date

By: \_\_\_\_\_

## **CLINICAL STAFFING AGREEMENT**

This Agreement (the "Agreement") dated this     of     2023, by and between Home Care Therapies LLC dba Horizon Healthcare Staffing and Horizon Staffing Solutions ("Horizon") and **Lawrence Public Schools** and their affiliated locations, related/affiliated organizations, corporations, or institutions hereinafter referred to as ("School").

This Agreement shall commence on **July 1, 2023** and will be reviewed annually. The contract shall remain in force during this review and can be terminated at accordance with the terms as specified in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Nature of Arrangement:** Horizon shall provide to School on an as-needed and as-requested basis, the full range of staffing services including Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Health Aides, and other clinical professionals hereinafter referred to as ("Clinicians"). Additional practitioners (and or other temporary staff) and associated rates can be added as an addendum to this contract with agreement by both parties.
2. **Duties and Obligations of Horizon:**
  - A. **Provision of services:** Horizon shall provide and furnish to School all services on an as-needed and as-requested basis.
  - B. Horizon shall have sole and direct responsibility for payment of wages and other compensation, reimbursement of expenses and compliance with federal, state and local tax withholding requirements pertaining to workman's compensation, social security, unemployment and other insurance requirements and obligations imposed on employers with regard to its personnel, who shall be deemed to be employees solely of Horizon.
  - C. Horizon shall maintain records of FICA and federal and state tax withholding from personnel and allow School access to these records upon request. Under no circumstances shall any Horizon personnel be considered a direct employee, agent or servant of School while said individual is performing services pursuant to this Agreement.
  - D. Horizon warrants and represents that it has never been excluded from Medicare, Medicaid, or any federally funded health care benefit program.
  - E. **Cooperation with School:** Horizon agrees to cooperate and participate with School in any internal peer review, external audit systems and grievance procedures as may be established by School. Horizon further agrees to participate in School case conferences and continuing in-service education for Horizon's Clinicians.
  - F. Neither Horizon nor its personnel shall share or accept any fee or gratuity from the patient or patient's family for services provided pursuant to this Agreement.

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- G. Horizon shall instruct its personnel that the patient's right to confidentiality must be respected and that no information concerning the patient shall be released to anyone without written permission of patient and School

In accordance with HIPAA Privacy Regulations issued December 20, 2000, Horizon will sign a "Business Associates Confidentiality Agreement" and require all Clinicians sent to School to sign a "Confidentiality Agreement". Copies of each employee's signed Confidentiality Agreement shall be provided to School.

- H. Horizon will meet the qualifications of School for Nurses defined as: All Nurses are asked to complete a skills checklist and submit their nursing license/current registration for verification (NYS Office of Professions) and Office of Inspector General (Exclusion Database); and professional references are checked. Horizon will also obtain for each Nurse sent to School a current physical assessment. In addition, Horizon agrees to check the NYS Nurse Aid Registry to ensure that the CNAs sent to School are eligible to work. We will insure the BLS CPR certification is current. All Horizon employees complete our Employment Eligibility Verification (Form I-9) and will maintain those files as is required by law. Horizon agrees to cooperate with the Lawrence Public Schools and will complete any necessary forms or procedures, all at no cost or expense to the School, and to obtain the required fingerprinting (to comply with NYS SAVE legislation). All Horizon employees have had fingerprinting checks performed and been initially cleared to work in public schools as required by Education Law of New York State. It is, however, the sole responsibility of the School to login to the nurse's TEACH account utilizing the nurse's social security number to both verify clearance and to register that specific nurse with your district through the NYSED.gov.
- I. Horizon in-service training includes, Fire & Safety, Infection Control, Non-Discrimination Regulations, HIPPA, and Confidentiality of HIV-related information pursuant to 10 NYCRR 63.9.
- J. All Horizon Clinicians will be issued an I.D. badge by Horizon.

3. **Duties and Obligations of School:**

- A. Notwithstanding any provision herein to the contrary, School remains responsible for ensuring that any service(s) provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules, and regulations 10NYCRR Section 400.4(a)(4).
- B. Purchaser shall establish the general objectives of the services to be provided as well as the administrative guidelines necessary for the performance of the services enumerated in paragraph (1). This shall include, but not be limited to, hours and days of work; and notice requirements related to practitioner absence or discontinuation. Purchaser will provide all supervision of the temporary staff Provider furnishes. Provider will make temporary staff aware of all applicable rules and regulations of the New York State Health Code as it relates to the laws regulating the operations of Purchaser School.
- C. Should Purchaser have a dispute or problem with the quality, content, or delivery of any aspect of the services provided that would in any way reduce payment for services provided, Purchaser must notify Provider within one business day from the time services were rendered. It is the responsibility of the

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Purchaser to monitor, manage, and insure that the quality of the work provided by the temporary staff practitioners meets the standards of the Purchaser. Failure to notify Provider within this time frame (1 day) shall be deemed an acceptance to pay Provider in full for services provided. Payments due to Provider shall not be contingent upon the Purchaser's reimbursement from its providers.

- D. Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise a 50% charged will be billed for lost shift wages.
- E. Horizon shall make every reasonable effort to secure substitute Clinicians for School should it become necessary.
- F. Orientation: School shall be responsible for orienting new Horizon personnel with the policy and procedures of School. School will be billed for the orientation.
- G. School agrees not to directly or indirectly hire, or to use the services of any Clinician assigned to it by Horizon within one (1) year after the last date of the Clinician's assignment. In the event School either: (i) employs any Clinician on a permanent or temporary basis, (ii) uses any Clinician's services in a consulting or freelance capacity, or (iii) uses any Clinician's services through another staffing agency, School agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- H. **\*\*In the event one particular Horizon Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if Lawrence Public Schools chooses to hire the individual directly.**

The permanent placement fees (temp to perm) below are to be paid by School:

If Lawrence Public Schools decides to hire a Horizon Staff person furnished by Horizon, Lawrence Public Schools agrees to pay:

25% of the Horizon staff person's annual salary if they are hired before the person has worked 0-400 hours;

15% of the Horizon staff person's annual salary if they are hired and the person has worked 401 - 800 hours;

10% of the Horizon staff person's annual salary if they are hired before the person has worked 801- 1200 hours;

0% of the Horizon staff person's annual salary if they are hired after the person has worked 1200 hours;

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#### 4. Payment for Horizon Services:

a. The following hourly rates will apply for all shifts.

Horizon bills 7.5 hours for each 8 hour shift worked.

RN	\$64.80/hr. – health office coverage/field trips**
RN	\$68.80/hr. – 1:1 (skilled nursing services for a special needs student)**
RN	\$73.80/hr. - 1:1 (Specialty for a medically fragile student requires additional authorization) *

RN Overnight School trips	\$64.80/hr. – Day Hours (7:30 am – 8:30 pm)
	\$10.00/hr. – On-Call hours (8:30 pm – 7:30 am)

RN Visit (dispense meds)	\$95.00 per visit
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LPNs	\$47.00/hr. – health office coverage/field trips**
LPNs	\$55.00/hr. - 1:1 (skilled nursing services for a special needs student)**
LPN	\$57.00/hr. – 1:1 (Specialty for a medically fragile student requires additional authorization) *

Social Worker	\$66.00/hr.
Nurse Practitioner	\$150.00/hr.
BCBA (BS)	\$80.00/hr.
RBT	\$45.00/hr.
CNAs	\$32.00/hr.***
Paraprofessionals	\$30.00/hr****.
Home Health Aide (HHA)	\$32.000/hr.
Student Transportation "RN ONLY"	\$100.00 (1.5 hour minimum each way)
Student Transportation "LPN ONLY"	\$75.00 (1.5 hour minimum each way)
Student Transportation "CNA ONLY"	\$60.00 (2 hour minimum each way)
Teacher's Assistant (Instructional)	\$40.00/hr.
Teacher's Aide (non- instructional)	\$35.00/hr.

\*Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.

\*\*There is a 4-hour minimum per day for all assignments. If the clinician works less than 4 hours in a day, Horizon will invoice School 4 hours at the above rate.

\*\*\*Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the authorized individual. This would be added to the invoice.

If the same Clinician works at school more than 40 billable hours during any week, Horizon will bill 1.5 times the rates above to account for overtime.

Horizon's payment terms are: Sixty days agreement in place for LPS.

Invoices that remain unpaid for more than 60 (sixty days) days shall accrue interest at the lesser of 1.5% per month or the highest rate permitted by law. Upon receiving Horizon invoice, if School disputes any

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Initial

portion of the invoice, they must notify Horizon within ten (10) days of receipt. Failure to notify Horizon within this time frame shall be deemed acceptance to pay Horizon in full for the invoice. Further, School shall provide Horizon with all supporting documentation upon which School is basing its dispute of the invoice. Such documentation shall be presented to Horizon within ten (10) days of invoice date. In no case shall any adjustment be made by School without such documentation and without written authorization by Horizon. Payments due Horizon shall not be contingent upon School's reimbursement from its providers

This Agreement shall be governed by the laws of the State of New York. It shall be at the sole discretion of Provider Healthcare as to the venue chosen to resolve any dispute(s) arising in connection with this Agreement; including, but not limited to utilizing the AMERICAN ARBITRATION ASSOCIATION (AAA) for binding arbitration in accordance with its Commercial Arbitration Rules, or any court of law. Such arbitration or litigation shall take place in Nassau County or in any other appropriate jurisdiction at the sole and exclusive discretion of Provider Healthcare. Judgment may be entered in any court of competent jurisdiction on any arbitration award rendered. All costs and expenses incurred by Provider Healthcare arising in connection with this Agreement for litigation, arbitration, and/or collection shall be borne by Purchaser.

The following holidays are billed at time and a half:

New Year's Day  
 Martin Luther King  
 Presidents' Day  
 Easter Sunday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Christmas Day

b. School will be notified in writing of any rate changes. Horizon will submit these rate changes with 30 (thirty) days' notice prior to rate change taking effect.

5. **Horizon Hours of Operation:** Horizon's hours of operation are Monday through Friday 7:30am through 6:30pm. Purchaser will have access to our 24 hour a day, 7 days a week on-call coordinator.
6. Both parties shall comply with access to records pursuant to 42C.F.R 420.300-304.
7. Horizon shall secure and maintain or cause to secure and maintain during the term of this agreement comprehensive general and professional liability insurance covering Horizon Clinicians providing minimum limits of liability as follows:

Comprehensive General Liability	\$1,000,000	per occurrence
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 Initial

	\$3,000,000	in the aggregate
Professional Liability	\$1,000,000	per occurrence
	\$3,000,000	in the aggregate

Horizon will provide a copy of the Certificate of Insurance to Lawrence Public Schools upon request.

Both parties comply with Chapter V of Title 10 of the Official Compilation of Code, Rules and Regulation of the State of New York.

School retains a professional and administrative responsibility provision pursuant to 10 NYCRR 415.2 1 for obtaining services that meet professional standards and principles that apply to professionals providing services in School.

**8. Terms and Termination:**

Either party may terminate this agreement at any time with or without cause. Termination shall not relieve either party from obligations already incurred.

**9. Indemnification:**

School shall indemnify and hold Horizon, including as applicable, Horizon Group Companies (Horizon Healthcare Staffing Corp. & Home Care Therapies LLC, Horizon Staffing Solutions, Horizon Staffing Resources) owners, partners, directors, shareholders, officers, employees and temporary staff harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against Horizon as a direct consequence of School's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by School, its employees, agents or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

Horizon will indemnify and hold School, including as applicable, Lawrence Public Schools owners, partners, shareholders, directors, officers, employees and agents harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against School as a direct consequence of Horizon's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by Horizon, its employees, or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

**10. Entire Agreement:**

This Agreement and the attachments hereto contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except

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as herein contained. This Agreement may be amended at any time by a written agreement signed by both parties.

11. **Non-discrimination:**

The parties hereto hereby agree that neither party hereto nor any contractor, subcontractor, nor any person acting on their behalf, shall in any manner unlawfully discriminate against any patient or other person on account of race, sex, age, creed, color, national origin, disability, legally defined handicap, veteran status, marital status, sexual orientation or ability to pay.

12. **Notices:**

All notices required or permitted shall be given in writing by actual delivery or by registered or certified US mail postage prepaid, or by recognized courier service. Notice shall be deemed given on the date of delivery or receipt. Notice shall be delivered or mailed to:

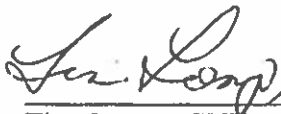
Horizon Healthcare Staffing  
20 Jerusalem Avenue  
3<sup>rd</sup> Floor  
Hicksville, NY 11801

**Lawrence Public Schools**  
**195 Broadway**  
**Lawrence, NY 11559**

13. The parties' relationship is not exclusive. Either party may enter similar agreements with other entities provided that such arrangements do not prevent such party from fulfilling its obligations pursuant to this Agreement.
14. The parties hereto are independent entities. Nothing in this Agreement shall be deemed to create any relationship of joint venture, employer and employee, or principal and agent between Horizon and School. In performing services under this Agreement, Horizon is and will act at all times and in all respects as an independent contractor.

AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:

 AT 6/6/2023  
Tina Longo, CVT  
Director of Medical Services and Marketing  
Horizon Healthcare Staffing

\_\_\_\_\_  
Print Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initial



280215

(SED CODE)

The State Education Department  
Transportation Unit, Room 1075 EBA  
89 Washington Avenue  
Albany, New York 12234

Form CES  
Prior Year  
Contract/Extension  
E \_\_\_\_\_

Check type of Summer Program:  
(Separate contract required for each)

- ☒ Special Education  
☐ District-operated non-special  
education  
☐ BOCES-operated non-special  
education

**SUMMER TRANSPORTATION  
EXTENSION OF TRANSPORTATION  
CONTRACT**

2023-Summer School list attached.

Enclosure V111.E.1.o

Please Check if Applicable: Organizational Meeting

Jeremy Feder, Assistant Sup't		Tel: (516) 295 7066
Contact Person		Email: JFeder@lawrence.k12.NY.US
Lawrence UFSD #15		
School District/BOCES		
P.O. Box 477		
Lawrence,		New York 11559
City	State	Zip Code

- ☐ Piggyback Transportation July 13, 2023  
☒ Special Education Only  
☐ Contract for bus maintenance only  
☐ Cost Justification Form- Only for CPI Pass-thrus (see reverse)

Specifications include:

- ☐ District will supply contractor with fuel.  
☐ Provision for attendants, escorts or monitors.  
☐ Clause for increasing or decreasing service.

WHEREAS a transportation contract agreement was made on July 1, 2023 by and between  
(Date)  
**Lawrence UFSD #15**, County of **Nassau**, N.Y.,  
(Name of School District or BOCES)  
party of the first part and **Independent Coach Corp.**, party of the second part.  
(Contractor)

NOW, THEREFORE, pursuant to the provisions of Section 305, subdivision 14 of the Education Law and Section 156.5 of the Regulations of the Commissioner of Education, the parties hereto mutually agree to extend the contract for a period commencing

July 1st 2023 and ending August 18th 2023  
Mo Day Year Mo Day Year

All of the items of said contract shall remain in full force and effect.

IT IS FURTHER agreed that for services rendered during the period of this extension, the party of the first part shall pay the party of the second part the total annual sum of \$ \_\_\_\_\_ or

\$ **110,000.00** if on a per-bus, per-pupil, per-mile, or other unit cost basis determined as follows  
(unit cost) (you must show in detail using prior year figures):

Total Anticipated Annual Cost **\$110,000.00**

\*For a piggyback contract, list the originating school district & contract number \_\_\_\_\_ # \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this extension of agreement this First day  
of July, 2023.

\_\_\_\_\_  
Party of the First Part  
(Signature of Trustee or President of Board of Education)

\_\_\_\_\_  
Party of the Second Part  
(Signature of Contractor)

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date: July 1, 2023 Filed by: \_\_\_\_\_  
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

CPI "Pass-Thru". Boards of education may pay a contractor, in excess of the CPI, for the cost of qualifying criminal history and certain driver testing fees. (See subdivision (e) on reverse).

**SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT, RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.**

08/19



## **Regulations of the Commissioner of Education**

### **Section 156.5 Annual extensions of transportation contracts.**

- (a) Annual extensions of contracts shall be prepared on forms prescribed by the commissioner; such extensions shall be filed with and approved by the commissioner and are subject to all laws, rules and regulations pertaining to the filing of transportation contracts.
- (b) Only contracts awarded in accordance with the competitive bidding requirements of subdivision 14 of section 305 of the Education Law may be extended. (NOTE: Section 305(14) also authorizes extensions of contracts awarded through a request for proposals.)
- (c) Annual extensions of fixed-price contracts, contracts based upon unit rates, such as per-bus, per-pupil or per-mile, and contracts based upon a combination of a fixed price and unit rate may provide for increases in such fixed prices and/or unit rates not to exceed the contractual amount paid in the preceding year by more than the increase in the regional consumer price index for the 12-month period ending on May 31<sup>st</sup> immediately preceding the commencement of the contract extension.
- (d) Each district proposing to extend a contract shall maintain for a period of six years after expiration or termination of the contract extension or six years after final payment under the contract extension satisfactory evidence of the increase in the cost of the contractor's operation during the 12-month period immediately preceding the month in which the contract terminates. Upon the request of the commissioner, each district shall file such evidence with the commissioner. (NOTE: Contractor must complete a Cost Justification Form whenever there is any increase in the amount paid by the district when extending a contract.)
- (e) Each district proposing to extend a contract in an amount which is in excess of the maximum increase allowed by use of the consumer price index for the N.Y., N.Y., Northeastern, N, J. area, based upon the index for all urban consumers (CPI-U), shall file with the commissioner satisfactory documentation of the actual cost of qualifying criminal history and driver licensing testing fees attributable to special requirements for drivers of school buses pursuant to Article 19 and 19-A of the Vehicle and Traffic Law. (NOTE: In addition, a board of education may agree to an amount in excess of the consumer price index for the actual cost of diagnostic tests, physical performance tests, and drug and alcohol tests. A Cost Justification must be filed with the Department whenever a board of education agrees to pay a contractor in excess of CPI. Where there are no such excess costs, the form is not filed, but is retained in the district.)

**Addendums:** Please notify the Department by letter when additions are made to a contract extension after it has been filed with the Department. Such additions must be authorized by the contract specifications.

**ONLY COMPETITVELY CONTRACTS MAY BE EXTENDED.**



# LAWRENCE UNION FREE SCHOOL DISTRICT #15

## TRANSPORTATION DEPARTMENT

### 2023 SUMMER SPECIAL ED TRANSPORTATION

VENDOR: INDEPENDENT COACH

SCHOOL & # OF HOURS	2022 VAN COST PER DAY	2023 cpi 3.5%	2023 VAN COST PER DAY
LAWRENCE HIGH SCHOOL 4 HOURS 3 VANS	\$387.99	\$13.58	\$401.57
LITTLE VILLAGE SCHOOL LIFT VAN 5 HOURS	\$398.62	\$13.95	\$412.57
RMK@WILLETS & ROBERT WILLIAMS SCHOOL 5 HOURS 1 VAN	\$435.83	\$15.25	\$451.08
BOCES-ROSEMARY KENNEDY 5 HOURS 1 VAN	\$414.57	\$14.51	\$429.08
MARTIN DE PORRES ELEM & HS 4 HOURS 1 VAN	\$ON BID	\$BID	\$BID
MADONNA HEIGHTS	\$425.20	\$14.88	\$440.08

File: v: ICC summer route chart w/cpi 3.5% cav 7/10/23

280215

(SED CODE)

The State Education Department  
Transportation Unit, Room 1075 EBA  
89 Washington Avenue  
Albany, New York 12234

Form TCS

C \_\_\_\_\_  
Contract Number  
(SED will fill in)

Check type of Summer Program:  
(Separate contract required for each)

- ☒ Special Education  
☐ District-operated non-special  
education  
☐ BOCES-operated non-special  
education

### SUMMER TRANSPORTATION CONTRACT

MARTIN DEPORRES JH/HS

(Do not use for Addendums or Extensions - See Note on Reverse)

Enclosure V111.E.1.p  
Organizational Meeting

Jeremy Feder, Assistant Sup't		Tele: 516 295 7066	
Contact Person		Email: jFeder@lawrence.k12.ny.us	
Lawrence UFSD #15			
School District/BOCES			
P. O. Box 477			
Street or P.O. Box			
Lawrence	New York	11559	
City	State	Zip Code	

Please Check if applicable July 13, 2023

- ☐ Piggyback Transportation\*  
☐ Special Education Only  
☐ Partial Year contract that costs \$20,000 or less  
☒ One-month emergency contract- 31 Calendar days  
☐ Contract for bus maintenance only

Specifications include:

- ☐ District will supply contractor with fuel  
☐ Provision for attendants, escorts or monitors  
☐ Clause for increasing or decreasing service

This AGREEMENT made this 9th day of July 2023 by and between

Lawrence UFSD#15

(Name of School District or BOCES)

County of Nassau, N.Y.

party of the first part and INDEPENDENT COACH CORP, party of the second part.  
(Contractor)

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin

July 10th 2023 and to end August 18th 2023  
Month Day Year Month Day Year

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ \$12,420.00 or \$ \_\_\_\_\_ if on a per-bus, per-diem, per-mile or  
(If lump sum contract) (Unit Cost)

other unit cost basis for providing such transportation on a suitable conveyance.

Martin DePorres JH/HS School

Total Anticipated Annual Cost \$ \$12,420.00

\*For a piggyback contract, list the originating school district & contract number \_\_\_\_\_ # \_\_\_\_\_

If awarded through a request for proposals, date of request of such proposals \_\_\_\_\_ (see note on reverse)

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Murray Forman

P.O.Box 477 Lawrence, NY 11559

(Signature of Trustee or President of Board of Education)

(Party of the First Part)

(Post Office Address)

Independent Coach Corp 25 Wanser Ave. Inwood NY 11096

(Signature of Contractor)

(Party of the Second Part)

(Post Office Address)

**COMPLIANCE CERTIFICATION.** I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: July 11, 2023

(Date of Superintendent's Approval)

Filed by: \_\_\_\_\_

(Signature of Superintendent or Designee)

**SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.**

08/19

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

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 superintendent and the Commissioner of Education. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second party will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening July 11 2023 via email Complete **BID TABULATION** below:

1. <u>Independent Coach</u> (Name)	\$414/\$161 per month (Amount of Bid)	3. <u>Cheese Bus</u> (Name)	\$7900/\$2000 per month (Amount of Bid)
2. <u>Seth Transportation</u> (Name)	\$13000/\$4000 per month (Amount of Bid)	4. <u>First Student</u> (Name)	No Bid (Amount of Bid)

Was contract awarded to the lowest responsible bidder? ☒ Yes ☐ No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If detailed specifications were used, kindly forward a copy.

**MULTI-YEAR CONTRACT:** A separate line item shall be included in the Annual Budget and Budget Brochures. Also a footnote to that line item shall indicate: " \_\_\_\_\_ year (first, second, etc.) of a \_\_\_\_\_ - year (two, three, etc.) contract, the total cost of which is \$ \_\_\_\_\_ " (total cost of multi-year contract).

**REQUEST FOR PROPOSALS:** If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

**EXTENSIONS AND ADDENDUMS:** An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.

Enclosure V111.E.1.q  
Organizational Meeting  
July 13, 2023

JAILEM P.I. LLC

LYNBROOK NEW YORK

**CONTRACT**

BETWEEN THE LAWRENCE UNION FREE SCHOOL DISTRICT 15 LOCATED AT 195 BROADWAY ,  
LAWRENCE, NY 11559 AND JAILEM P.I. LLC LOCATED AT 60 UNION PLACE, LYNBROOK, NY  
11563

**TIME PERIOD: JULY 1, 2023 THRU JUNE 30, 2024**

**SCOPE: JAILEM P.I. LLC SHALL PROVIDE INVESTIGATIVE SERVICES AS DIRECTED BY THE  
LAWRENCE SCHOOL DISTRICT**

**FEES: FIFTY (\$ 50.00) PER HOUR**

**TWENTY-FIVE ( \$ 25.00) PER WRITTEN REPORT**

---

LAWRENCE SCHOOL DISTRICT

Board of ED. President

Date: \_\_\_\_\_

---

JOHN E. MCHUGH – PRESIDENT

JULY 10, 2023

---

Lawrence School Dist  
Superintendent of Schools  
Dr. Ann Pedersen

# J. J. STANIS and COMPANY, INC.

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377 Oak Street, Suite 406 • Garden City, New York 11530

Phone 516 • 465 • 3900 Fax 516 • 465 • 3920

www.jjstanisco.com

Enclosure V111.E.1.r  
Organizational Meeting  
July 13, 2023

June 9, 2023

Mr. Jeremy Feder  
Assistant Superintendent for Business and Operations  
Lawrence UFSD  
PO Box 477  
Lawrence, NY 11559

**Re: Self Insured Dental Renewal 7/1/2023**

It is that time of year when we review your Self-Insured Dental Plan. We are providing this information so that you can budget properly and set payroll deductions, if applicable and necessary.

Our projection is based on the most current claim data which represents the period of July 1, 2022 through May 31, 2023; and based on this information claims were trended through June 30, 2023. The enrollment figures used are based on your most current eligibility data. This estimated projection assumes that there will be no major changes or fluctuations in enrollment, plan changes, overall usage patterns and market trends that will offset this dental plan during the period July 1, 2023 through June 30, 2024.

The dental claims administration fee will continue as \$4.33, and the PPO access fee for Stanis Net Plus/Dentemax will continue at \$1.00 – for a total per employee per month fee of \$5.33. This admin fee is in a rate guarantee through June 30, 2024. The banking fee remains at \$25.00 per month.

Based on your average claims experience over the last eleven (11) months as well as a decline in enrollment over the past several years, we are recommending that you decrease your annual Dental budget to **\$571,695.00** for the 2023-2024 plan year – including all administrative and banking fees outlined above. Please keep in mind that this is only an estimated projection. Claims could be higher or lower than what we project.

-continued-

For illustrative purposes, we recommend that you maintain the current rate levels used to calculate payroll deduction contributions and COBRA rates - if applicable:

	<b>Current Rate Level</b>	<b>Renewal Rate Level</b>
Single:	\$83.31	\$83.31
Family:	\$175.40	\$175.40

After you have had an opportunity to review this letter, we would appreciate your confirming acceptance of this renewal by signing and dating this letter and returning a copy to me for our files no later than June 20, 2023, or as soon as reasonably possible. If you would like to schedule a meeting to discuss, please feel free to contact me at 516-465-3926.

Thank you for your continued support. We look forward to servicing your account in the upcoming years.

Sincerely,

*Donna M. Zuzio*

Donna M. Zuzio  
Director of Client Services

DZ/lm

Encl.

\_\_\_\_\_ Renew the self-insured dental program, accepting the projected dental budget and administration costs for 2023-2024

---

Authorized Signature

Print Name and Title

Date

Month to Month Agreement

HIPAA REG

CORPORATE OFFICE: 555 BELAIRE AVENUE, SUITE 600, CHESAPEAKE, VA 23320 TEL: (800) 955-9888 INTERNET: [WWW.MAPCOMMUNICATIONS.COM](http://WWW.MAPCOMMUNICATIONS.COM)

## AGREEMENT

THIS AGREEMENT made this 23rd day of June, 2023 by and between Board of Education, Lawrence Public School (hereinafter referred to as the "School District"), as the party of the first part, having its principal place of business P.O. Box 477, Lawrence, NY and Elizabeth Montalvo (hereinafter referred to as the "CONSULTANT"), as the party of the second part, having her principal place of business for purposes of this Agreement at 85 Inlet Drive, Lindenhurst, New York 11757.

WHEREAS, CONSULTANT is in the business of providing consulting services for data processing and power school in school districts; and

WHEREAS, the SCHOOL DISTRICT desires that CONSULTANT provide consulting services for data processing and power school as set forth in this Agreement; and

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 from 7/1/2023-6/30/2024, unless terminated earlier, as set forth herein.
2. SCOPE OF SERVICES: The CONSULTANT will provide the following services:
  - a, The CONSULTANT will provide consulting services for NYS Reporting, e-School, and data processing as needed.
3. PAYMENT SCHEDULE: In full consideration for the services to be rendered by CONSULTANT to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay CONSULTANT on a monthly basis, a sum of \$350.00 per day, 146 days, not to exceed \$51,100.00 in year.
4. INVOICE DUE ON MONTHLY BASIS: CONSULTANT will submit an invoice for services rendered on a monthly basis, and payment to CONSULTANT shall be made within thirty (30) days from receipt of invoice from CONSULTANT. The invoice shall include types of services rendered and fees payable, SCHOOL DISTRICT shall give CONSULTANT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
5. INDEPENDENT CONTRACTOR: All employees of CONSULTANT shall be deemed employees of CONSULTANT for all purposes and CONSULTANT alone shall be responsible for their work, personal conduct, direction, and compensation. CONSULTANT acknowledges that she will not hold herself, her officers, employees and/or agents out as employees of SCHOOL DISTRICT. CONSULTANT 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. CONSULTANT 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, CONSULTANT, her officers, 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. CONSULTANT agrees that this Agreement does not confer benefits of any nature whatsoever upon her other than payment for services provided herein. CONSULTANT 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. CONSULTANT 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 CONSULTANT:** CONSULTANT shall be responsible for all costs and expenses incurred by CONSULTANT that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by CONSULTANT in performing services for SCHOOL DISTRICT.
7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to CONSULTANT under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. CONSULTANT agrees that any tax obligation of CONSULTANT arising from the payments made under this Agreement will be CONSULTANT's sole responsibility. CONSULTANT 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. **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 provided pursuant to this Agreement.
9. **COMPLIANCE WITH LAW:** CONSULTANT 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. CONSULTANT shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. CONSULTANT further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students 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. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. In the event that CONSULTANT utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
10. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, CONSULTANT, 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.
11. **PHOTO I.D.:** CONSULTANT 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.

12. TERMINATION NOTICE:

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

13. **CONFIDENTIALITY:** CONSULTANT, her employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. CONSULTANT, 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. CONSULTANT further agrees that any information received by CONSULTANT, 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 CONSULTANT, her employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

14. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** CONSULTANT further agrees that she shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by CONSULTANT or any of her officers, directors, agents or employees taken or made with respect to this Agreement.

15. **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 days after mailing. Notice shall be delivered or mailed to:

Elizabeth Montalvo  
85 Inlet Drive Lindenhurst,  
New York 11757

Lawrence Public Schools  
P.O. Box 477  
Lawrence, NY 11559

16. **ASSIGNMENT OF CONTRACT:** CONSULTANT shall not assign, transfer or convey any of her respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
17. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
18. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.
19. **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.
20. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and CONSULTANT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
21. **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.
22. **REPRESENTATIONS AND WARRANTIES:** CONSULTANT represents and warrants: 1) that CONSULTANT 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 CONSULTANT has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
23. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
24. **NON-WAIVER:** No action or failure to act by CONSULTANT or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
25. **AUTHORITY TO ENTER AGREEMENT:** The undersigned representative of CONSULTANT hereby represents and warrants that the undersigned is an officer, director, or agent of CONSULTANT with full legal rights, power and authority to enter into this Agreement on behalf of CONSULTANT and bind CONSULTANT with respect to the obligations enforceable against CONSULTANT in accordance with its terms.

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

LAWRENCE SCHOOL DISTRICT

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By: BOARD PRESIDENT

Date: 6/23/2023

*Elizabeth Montalvo*

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Elizabeth Montalvo

Date: 6/23/2023

NASSAU BOCES  
71 CLINTON ROAD  
P.O. BOX 9195  
GARDEN CITY, NY 11530-9195

Contract for Cooperative Educational Services

Enclosure V111.E.1.u  
Organizational Meeting  
July 13, 2023

THIS AGREEMENT made this 1st day of July, 2022 by and between the NASSAU BOCES, party of the first part, and LAWRENCE UFSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2022-23 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract	District Budget Code
		Quantity/ Share	Unit Cost	Cost Basis				
	Blank SchoolCd field.		0.0000					
232.041	NYS Alternate Assessment	0.0000	0.0000		85.00	0.00	85.00	85.00
237.500	Asst.Technology Eval/1-Time Charge	0.0000	0.0000	ACTUAL USE	7,078.40	0.00	7,078.40	7,078.40
293.493	WSB-Special Ed OPT 2	0.0000	0.0000	X-CONTRACT	168,390.00	0.00	168,390.00	168,390.00
295.493	WSB-Special Ed OPT 3	0.0000	0.0000	X-CONTRACT	13,932.00	0.00	13,932.00	13,932.00
423.010	Lang Prog & Assess. Serv.	0.0000	0.0000	12MO SERVICE	3,500.00	0.00	3,500.00	3,500.00
423.520	English as a New Language	0.0000	0.0000	ACTUAL USE	13,120.00	0.00	13,120.00	13,120.00
490.493	WSB - Special Fac. (HS)	0.0000	0.0000	X-CONTRACT	5,736.00	0.00	5,736.00	5,736.00
492.493	WSB Recovery High School	0.0000	0.0000	X-CONTRACT	29,619.00	0.00	29,619.00	29,619.00
525.490	PutnamN.Westchester-Additional Work	0.0000	0.0000	X-CONTRACT	2,900.00	0.00	2,900.00	2,900.00
532.505	LTPP Subscription 1X	0.0000	0.0000	ACTUAL USE	3,692.42	0.00	3,692.42	3,692.42
532.510	Regional Objective / 1X	0.0000	0.0000	ACTUAL USE	75,900.00	0.00	75,900.00	75,900.00
532.578	Hudl	0.0000	0.0000	ACTUAL USE	4,368.85	0.00	4,368.85	4,368.85
533.550	SLS Conferences & Workshops	0.0000	0.0000	ACTUAL USE	200.00	0.00	200.00	200.00
534.531	Model Schools Workshop Registration	5.0000	0.0000		880.00	0.00	880.00	880.00
558.500	Admin. Office Support (AOS)-1X	1.0000	0.0000	ACTUAL USE	3,640.00	0.00	3,640.00	3,640.00
558.520	AOS Purchased Days	3.0000	0.0000	ACTUAL USE	3,675.00	0.00	3,675.00	3,675.00

**NASSAU BOCES**  
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**GARDEN CITY, NY 11530-9195**

**Contract for Cooperative Educational Services**

<b>NASSAU BOCES</b>	School Year 2022-23
<b>LAWRENCE UFSD</b>	

Program/ Serial No.	Service	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract	District Budget Code
		Quantity/ Share	Unit Cost	Cost Basis				
585.490	Oneida Herkimer Lote Curriculum	0.0000	0.0000	X-CONTRACT	1,350.25	0.00	1,350.25	1,350.25
590.510	Mental Health School Resources-1X	0.0000	0.0000	ACTUAL USE	104,880.00	0.00	104,880.00	104,880.00
590.515	Mental Health Consortium	0.0000	0.0000	ACTUAL USE	2,950.00	0.00	2,950.00	2,950.00
598.491	ESB-School Curriculum Improvement	0.0000	0.0000	X-Contract	824.00	0.00	824.00	824.00
602.283	Printer/Copier Projects	0.0000	0.0000	12 MO SERVICE	119,919.75	0.00	119,919.75	119,919.75
602.568	Star Enterprise Assessm. 1X	0.0000	0.0000	ACTUAL USE	11,043.75	0.00	11,043.75	11,043.75
602.670	BOLD Election Mgmt System 1X	0.0000	0.0000	ACTUAL USE	15,919.30	0.00	15,919.30	15,919.30
602.782	Administrative Project	0.0000	0.0000	ACTUAL USE	10,681.20	0.00	10,681.20	10,681.20
611.025	Document Imaging	0.0000	0.0000	12MO	25,049.00	0.00	25,049.00	25,049.00
628.490	Questar State Aid Planning	0.0000	0.0000	X-CONTRACT	3,445.00	0.00	3,445.00	3,445.00
644.490	CAP Region GASB 45 Management	0.0000	0.0000	X-CONTRACT	9,012.02	0.00	9,012.02	9,012.02
670.022	Zimmerman & Edelson Public Relation	0.0000	0.0000	12 MO SERVICE	36,729.00	0.00	36,729.00	36,729.00
670.024	Zimmerman & Edelson PR PD	0.0000	0.0000	12 MO SERVICE	15,741.00	0.00	15,741.00	15,741.00
<b>Subtotal -</b>					<b>0.00</b>	<b>694,260.94</b>	<b>694,260.94</b>	
<b>A1010.49 Board of Education</b>			0.0000					
602.170	Bold Election Management System	0.0000	0.0000	12 MO SERVICE	13,604.26	0.00	13,604.26	13,604.26 A1010.49
<b>Subtotal -A1010.49</b>					<b>0.00</b>	<b>13,604.26</b>	<b>13,604.26</b>	
<b>A1345.49 Purchasing</b>			0.0000					
620.010	Cooperative Bidding	0.0000	0.0000	12MO SERVICE	6,750.00	0.00	6,750.00	6,750.00 A1345.49
<b>Subtotal -A1345.49</b>					<b>0.00</b>	<b>6,750.00</b>	<b>6,750.00</b>	
<b>A1430.49 Personnel</b>			0.0000					

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Contract for Cooperative Educational Services

NASSAU BOCES LAWRENCE UFSD	School Year 2022-23
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Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract	District Budget Code
		Quantity/ Share	Unit Cost	Cost Basis					
604.511	Regional Advert. Subscription Fee	0.0000	0.0000		1,250.00	0.00	1,250.00	1,250.00	A1430.49
625.490	Putnam On Line Application System	0.0000	0.0000	X-CONTRACT	4,704.00	0.00	4,704.00	4,704.00	A1430.49
659.500	District Substitute Mngt. Sys/1time	0.0000	0.0000	ACTUAL USE	4,222.00	0.00	4,222.00	4,222.00	A1430.49
660.500	Regional Teacher Cert - 1X	0.0000	0.0000		4,500.00	0.00	4,500.00	4,500.00	A1430.49
<b>Subtotal -A1430.49</b>						<b>0.00</b>	<b>14,676.00</b>	<b>14,676.00</b>	
<b>A1621.49 Maintenance of Plant</b>			0.0000						
617.010	Health & Safety Training	0.0000	0.0000	12MO SERVICE	27,515.00	0.00	27,515.00	27,515.00	A1621.49
<b>Subtotal -A1621.49</b>						<b>0.00</b>	<b>27,515.00</b>	<b>27,515.00</b>	
<b>A1680.49 Central Data Processing</b>			0.0000						
409.500	Center for Online Learning (COL) 1X	1.0000	0.0000	ACTUAL USE	3,725.00	0.00	3,725.00	3,725.00	A1680.49
409.503	Blended/Virtual/CCLS Content	1.0000	0.0000	ACTUAL USE	19,371.50	0.00	19,371.50	19,371.50	A1680.49
409.550	Discovery Education Streaming-1X	2.0000	0.0000	ACTUAL USE	9,253.70	0.00	9,253.70	9,253.70	A1680.49
423.510	Propio Telephone Interpretation	0.0000	0.0000	ACTUAL USE	10,787.99	0.00	10,787.99	10,787.99	A1680.49
507.522	Global Compliance Network	1.0000	0.0000	ACTUAL USE	1,150.00	0.00	1,150.00	1,150.00	A1680.49
507.593	parentEDU	1.0000	0.0000	Actual Use	2,750.00	0.00	2,750.00	2,750.00	A1680.49
514.510	NASTECH - 1 Time	0.0000	0.0000	ACTUAL USE	6,460.00	0.00	6,460.00	6,460.00	A1680.49
532.022	Guidance Tech Supp/ Naviance	0.0000	0.0000	12MO SERVICE	9,001.18	0.00	9,001.18	9,001.18	A1680.49
532.030	E-Rate	0.0000	0.0000	12MO SERVICE	6,646.00	0.00	6,646.00	6,646.00	A1680.49
602.036	myON	0.0000	0.0000	12 MO SERVICE	47,197.28	0.00	47,197.28	47,197.28	A1680.49
602.041	IEP Direct	0.0000	0.0000	12MO SERVICE	60,619.08	0.00	60,619.08	60,619.08	A1680.49
602.042	Frontline Central	0.0000	0.0000	12 MO SERVICE	5,890.47	0.00	5,890.47	5,890.47	A1680.49
602.068	Star Enterprise Assessments	0.0000	0.0000	12 MO SERVICE	22,249.47	0.00	22,249.47	22,249.47	A1680.49

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Contract for Cooperative Educational Services

NASSAU BOCES LAWRENCE UFSD	School Year 2022-23
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Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract	District Budget Code
		Quantity/ Share	Unit Cost	Cost Basis					
602.071	NYSED Reporting	0.0000	0.0000	12MO SERVICE	31,027.68	0.00	31,027.68	31,027.68	A1680.49
602.094	Data Warehousing	0.0000	0.0000	12MO SERVICE	11,747.86	0.00	11,747.86	11,747.86	A1680.49
602.097	eSchool Data	0.0000	0.0000	12MO SERVICE	74,671.88	0.00	74,671.88	74,671.88	A1680.49
602.298	Admin Svc WAN Telecommunications	0.0000	0.0000	12 MO SERVICE	98,920.90	0.00	98,920.90	98,920.90	A1680.49
602.518	Students Services - Edge 1X	0.0000	0.0000	ACTUAL USE	3,034.02	0.00	3,034.02	3,034.02	A1680.49
602.566	Data Privacy & Security Serv 1X	0.0000	0.0000	ACTUAL USE	3,940.00	0.00	3,940.00	3,940.00	A1680.49
602.569	NYS Data Validation (Certify) 1X	0.0000	0.0000	ACTUAL USE	11,153.70	0.00	11,153.70	11,153.70	A1680.49
602.582	Parent Communication - 1X	0.0000	0.0000	ACTUAL USE	3,161.05	0.00	3,161.05	3,161.05	A1680.49
602.584	NSC Student Tracker-1X	0.0000	0.0000	ACTUAL USE	535.00	0.00	535.00	535.00	A1680.49
602.594	Data Warehousing/1X	0.0000	0.0000	ACTUAL USE	210.00	0.00	210.00	210.00	A1680.49
602.596	Frontline Prof Learning Mgmt-1X	0.0000	0.0000	ACTUAL USE	9,913.20	0.00	9,913.20	9,913.20	A1680.49
602.598	Frontline Evaluation - 1X	0.0000	0.0000	ACTUAL USE	5,676.86	0.00	5,676.86	5,676.86	A1680.49
602.621	Web-based NIS 1X	0.0000	0.0000	ACTUAL USE	4,500.00	0.00	4,500.00	4,500.00	A1680.49
602.788	Scholarship - 1X	0.0000	0.0000	ACTUAL USE	40,154.55	0.00	40,154.55	40,154.55	A1680.49
<b>Subtotal -A1680.49</b>						<b>0.00</b>	<b>503,748.37</b>	<b>503,748.37</b>	
<b>A1981.49 BOCES Admin, Rent, Captial Projects</b>			0.0000						
001.000	Administration	0.0000	0.0000	4MO SERVICE	261,211.43	0.00	261,211.43	261,211.43	A1981.49
002.010	Rental of Facilities	0.0000	0.0000	12MO SERVICE	25,166.66	0.00	25,166.66	25,166.66	A1981.49
002.020	Capital Projects	0.0000	0.0000	4MO SERVICE	44,269.57	0.00	44,269.57	44,269.57	A1981.49
<b>Subtotal -A1981.49</b>						<b>0.00</b>	<b>330,647.66</b>	<b>330,647.66</b>	
<b>A2010.49 Curriculum Development &amp; Supervision</b>			0.0000						
423.500	Lang Program 1-Time	0.0000	0.0000	ACTUAL USE	4,051.00	0.00	4,051.00	4,051.00	A2010.49
443.510	Regional Summer School - 1 Time	0.0000	0.0000		99,316.29	0.00	99,316.29	99,316.29	A2010.49
507.500	C & I Subscription - 1X	1.0000	0.0000	ACTUAL USE	12,060.00	0.00	12,060.00	12,060.00	A2010.49
507.530	Regional Workshops/1-Time Chg	0.0000	0.0000	ACTUAL USE	3,050.00	0.00	3,050.00	3,050.00	A2010.49



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**Contract for Cooperative Educational Services**

<b>NASSAU BOCES</b>	School Year 2022-23
<b>LAWRENCE UFSD</b>	

		Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract	District Budget Code
Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
532.526 Curriculum & Instruction Software									
	532.526.130 IXL	0.0000	0.0000	Actual Usage	30,825.75	0.00	30,825.75	30,825.75	A2010.49
	532.526.140 Nearpod	0.0000	0.0000	Actual Usage	20,367.79	0.00	20,367.79	20,367.79	A2010.49
	532.526.160 NEWSELA	0.0000	0.0000	Actual Usage	41,243.72	0.00	41,243.72	41,243.72	A2010.49
	532.526.200 Various Products	0.0000	0.0000	Actual Usage	1,200.03	0.00	1,200.03	1,200.03	A2010.49
	532.526.230 BrainPop	0.0000	0.0000	Actual Usage	9,304.48	0.00	9,304.48	9,304.48	A2010.49
	532.526.240 EdPuzzle	0.0000	0.0000	Actual Usage	6,073.24	0.00	6,073.24	6,073.24	A2010.49
	532.526.330 HMH Erie Software	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00	A2010.49
532.560 Curriculum & Instruction Software									
	532.560.080 HMH Contract Software	0.0000	0.0000	ACTUAL USAGE	0.00	0.00	0.00	0.00	A2010.49
	532.560.160 Learning A-Z	0.0000	0.0000	ACTUAL USAGE	16,729.05	0.00	16,729.05	16,729.05	A2010.49
	532.560.190 Eduware	0.0000	0.0000	Actual Usage	3,061.01	0.00	3,061.01	3,061.01	A2010.49
	532.560.200 Boom Learning	0.0000	0.0000	Actual Usage	544.27	0.00	544.27	544.27	A2010.49
	534.020 Model Schools Purchased Days	0.0000	0.0000	12M SERVICE	15,925.00	0.00	15,925.00	15,925.00	A2010.49
	534.510 Model Schools 1X	1.0000	0.0000		6,335.00	0.00	6,335.00	6,335.00	A2010.49
	566.493 WSB-School Improvement for Standard	0.0000	0.0000	X-Contract	1,045.00	0.00	1,045.00	1,045.00	A2010.49
	Subtotal -A2010.49					0.00	271,131.63	271,131.63	
A2110.49 Teaching-Regular School			0.0000						
	602.570 Test Scoring/1X	0.0000	0.0000	ACTUAL USE	26,459.54	0.00	26,459.54	26,459.54	A2110.49
	Subtotal -A2110.49					0.00	26,459.54	26,459.54	
A2250.49 Programs/Srvces for the Disabled			0.0000						
	219.040 Iris Wolfson HS-Lv1 (9:1:2)	0.0000	0.0000	STUDENT	214,776.00	0.00	214,776.00	214,776.00	A2250.49
	219.049 Iris Wolfson HS RS-Lv1 (9:1:2)	0.0000	0.0000	STUDENT	347,455.76	0.00	347,455.76	347,455.76	A2250.49
	231.030 CCA - Lv3 - Phase 1 (6:1:1 Net)	0.0000	0.0000	STUDENT	34,785.20	0.00	34,785.20	34,785.20	A2250.49
	231.060 CCA Lv3-Phase 3 (6:1:1 Net)	0.0000	0.0000	STUDENT	86,963.00	0.00	86,963.00	86,963.00	A2250.49
	231.069 CCA RS-Lv3-Phase 3 (6:1:1 Net)	0.0000	0.0000	ACTUAL USE	10,582.00	0.00	10,582.00	10,582.00	A2250.49

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<b>NASSAU BOCES</b>	School Year 2022-23
<b>LAWRENCE UFSD</b>	

Program/ Serial No.	Service	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract	District Budget Code
		Quantity/ Share	Unit Cost	Cost Basis				
232.040 RKS (9:1:2)		0.0000	0.0000	STUDENT	71,592.00	0.00	71,592.00	71,592.00 A2250.49
232.049 RKS (9:1:2) R.S.		0.0000	0.0000		25,483.20	0.00	25,483.20	25,483.20 A2250.49
232.070 RKS (6:1:2)		0.0000	0.0000	STUDENT	293,695.40	0.00	293,695.40	293,695.40 A2250.49
232.079 RKS (6:1:2) /RS		0.0000	0.0000		279,279.44	0.00	279,279.44	279,279.44 A2250.49
233.010 Willet Avenue School (6:1:2)		0.0000	0.0000	STUDENT	129,571.50	0.00	129,571.50	129,571.50 A2250.49
233.019 Willet Avenue Schooll -RS		0.0000	0.0000	ACTUAL USE	141,571.20	0.00	141,571.20	141,571.20 A2250.49
237.040 Carman Road (9:1:2)		0.0000	0.0000	STUDENT	143,184.00	0.00	143,184.00	143,184.00 A2250.49
237.049 Carman Road School /RS		0.0000	0.0000		160,179.50	0.00	160,179.50	160,179.50 A2250.49
241.050 CCA - Level 6 (12:1:2)		0.0000	0.0000	STUDENT	133,632.00	0.00	133,632.00	133,632.00 A2250.49
241.059 CCA RS - Level 6 (12:1:2)		0.0000	0.0000	STUDENT	106,798.40	0.00	106,798.40	106,798.40 A2250.49
244.050 Career Pre HS Lv1(9:1:2Hofstra/NCC)		0.0000	0.0000	STUDENT	71,592.00	0.00	71,592.00	71,592.00 A2250.49
244.059 CPrep HS RS-Lv1(9:1:2 Hofstra/NCC)		0.0000	0.0000		10,528.00	0.00	10,528.00	10,528.00 A2250.49
245.040 Robert Williams (6:1:1 Trans Sup Pr		0.0000	0.0000	STUDENT	219,027.00	0.00	219,027.00	219,027.00 A2250.49
245.049 Robert Williams / RS		0.0000	0.0000		91,735.20	0.00	91,735.20	91,735.20 A2250.49
503.009 Hearing Itinerant Individual		0.0000	0.0000		34,864.35	0.00	34,864.35	34,864.35 A2250.49
503.109 Vision Itinerant Individual		0.0000	0.0000		93,255.05	0.00	93,255.05	93,255.05 A2250.49
<b>Subtotal -A2250.49</b>						<b>0.00</b>	<b>2,700,550.20</b>	<b>2,700,550.20</b>
<b>A2610.49 School Library &amp; Audiovisual</b>			0.0000					
533.010 Library Automation Service		0.0000	0.0000	12MO SERVICE	16,334.00	0.00	16,334.00	16,334.00 A2610.49
<b>Subtotal -A2610.49</b>						<b>0.00</b>	<b>16,334.00</b>	<b>16,334.00</b>
<b>A2630.49 Computer</b>			0.0000					
533.020 Online Databases		0.0000	0.0000	12MO SERVICE	27,205.46	0.00	27,205.46	27,205.46 A2630.49
<b>Subtotal -A2630.49</b>						<b>0.00</b>	<b>27,205.46</b>	<b>27,205.46</b>

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Contract for Cooperative Educational Services

NASSAU BOCES LAWRENCE UFSD	School Year 2022-23
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Program/ Serial No.	Service	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract	District Budget Code
		Quantity/ Share	Unit Cost	Cost Basis				
<b>A2815.49</b>	<b>Health Services-Regular School</b>		0.0000					
550.510	Health and Welfare	0.0000	0.0000		0.00	1,040,287.88	1,040,287.88	A2815.49
	<b>Subtotal -A2815.49</b>				<b>0.00</b>	<b>1,040,287.88</b>	<b>1,040,287.88</b>	
<b>A2855.49</b>	<b>Interscholastic Athletics-Regular School</b>		0.0000					
502.020	Cost Schedules	0.0000	0.0000	12MO SERVICE	0.00	13,091.00	13,091.00	A2855.49
502.040	Referee Fees	0.0000	0.0000	12MO SERVICE	0.00	46,154.49	46,154.49	A2855.49
507.517	PE Consortium - 1X	1.0000	0.0000	ACTUAL USE	0.00	1,400.00	1,400.00	A2855.49
	<b>Subtotal -A2855.49</b>				<b>0.00</b>	<b>60,645.49</b>	<b>60,645.49</b>	
	<b>Blank SchoolCd field.</b>		0.0000					
927.023	EXTENDED 5-21 YRS: 2 MONTH	0.0000	0.0000		0.00	77,093.00	77,093.00	
972.023	PL 94-142 GRANT	0.0000	0.0000		0.00	998.00	998.00	
986.023	PL 99-457 GRANT	0.0000	0.0000		0.00	188.00	188.00	
	<b>Subtotal -Blank Sort Code</b>				<b>0.00</b>	<b>78,279.00</b>	<b>78,279.00</b>	

NASSAU BOCES  
71 CLINTON ROAD  
P.O. BOX 9195  
GARDEN CITY, NY 11530-9195

NASSAU BOCES LAWRENCE UFSD	School Year 2022-23
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<u>Summary:</u>		
<u>Total of Service Costs - All Funds:</u>	5,481,447.77	(Except 001/002)
<u>Capital Costs:</u>	69,436.23	(CoSer 002)
<u>Adm. &amp; Clerical Costs:</u>	261,211.43	(CoSer 001)
<u>Total Contract Costs:</u>	5,812,095.43	

The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule:  
10 Times per year

This contract shall not be valid or binding until it is approved by the Commissioner of Education.  
IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

NASSAU BOCES	71 CLINTON ROAD, P.O. BOX 9195, GARDEN CITY, NY, 11530-9195
Signature, President and/or Clerk, BOCES	(Party of the First Part)
	(Post Office Address)

LAWRENCE UFSD	ATTN BUSINESS OFFICE, 195 BROADWAY BOX 477, LAWRENCE, NY, 11559-
Signature, President and/or Clerk, Board of Education (As Authoized)	(Party of the Second Part)
	(Post Office Address)

-----

\_\_\_\_\_

Ernest Patrick Smith  
Lauren M. Agunzo  
John K. Hoffman  
Darin V. Iacobelli  
David M. Tellier  
Michael E. Nawrocki



Christopher A. Angotta  
P. Dimitris Bantileskas  
John M. Spatola

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

Enclosure V111.E.1.v  
Organizational Meeting  
July 13, 2023

June 14, 2023

**VIA E-MAIL**

Board of Education  
Lawrence UFSD  
PO Box 477  
Lawrence, NY 11559

Dear Board of Education:

We are pleased to confirm our understanding of the terms and conditions of our engagement and the nature and limitations of the services we will provide to the Lawrence Union Free School District (the "District") for the fiscal year ended June 30, 2024.

We will perform an update to the District's annual risk assessment as part of this engagement. Our risk assessment will be in accordance with auditing standards established by the American Institute of Certified Public Accountants and applicable Governmental Auditing Standards issued by the Comptroller General of the United States. Our risk assessment will be performed in accordance with the Agreed-Upon Procedures outlined in the supplement to this letter. The Administration of the District is ultimately responsible for the sufficiency of the procedures to be performed. We will also be testing selected areas as determined by the risk assessment.

Our engagement will not include a detailed examination of all transactions and cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, we will inform you of any such matters that come to our attention.

We direct your attention to the fact that the Administration has the responsibility for the proper recording of the transactions in the accounting records and for preparation of financial statements in conformity with U.S. generally accepted accounting principles.

We anticipate fees for the Risk Assessment to range from \$7,500 to a not to exceed amount of \$9,500. Fees for agreed upon internal audit services beyond the scope of the Risk Assessment will be billed at an hourly rate. The following hourly rates will be applied to both the Risk Assessment and subsequently agreed upon work: Partner \$200, Director/Manager \$175, Supervisor \$150, Senior \$125 and Staff \$110. The annual fee for this engagement is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered on a monthly basis and are payable on presentation.

# NAWROCKI SMITH LLP

Page two

Nawrocki Smith, LLP agrees that all information obtained in connection with the services provided for in this Letter of Engagement is deemed confidential information. Nawrocki Smith, its employees, and agents shall not use, publish, discuss or communicate the contents of such information, directly or indirectly, with third parties, except as required under the terms of engagement or as otherwise required by law.

The District reserves the right to terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice. In the event of such termination, Nawrocki Smith will undertake no additional services for the District, and the District will remain liable for payment of all amounts due for the period through the effective date of such termination.

Nawrocki Smith shall provide Worker's Compensation, automobile, comprehensive general liability and professional liability (Errors and Omission) insurance. As necessary or requested, Nawrocki Smith shall provide the School District with proof of the required insurance coverage. Nawrocki Smith shall deliver insurance policies and certificates to the School District, which will provide at least a 30-day notice of cancellation or amendment. Nawrocki Smith shall maintain professional liability insurance in an amount no less than \$1,000,000, workers compensation in amounts required by law and general liability insurance (Including owned, non-owned and hired motor vehicles) in a single limit amount of no less than \$1,000,000.

Nawrocki Smith will act at all times as an independent contractor hereunder, and nothing contained herein will be construed to create a partnership or joint venture or a relationship of principal and agent or employer and employee between the School District and Nawrocki Smith.

We will be pleased to discuss this letter with you at any time. If the foregoing is in accordance with your understanding, please sign the enclosed copy and return it to us.

We appreciate the opportunity to be of professional service.

Very truly yours,

NAWROCKI SMITH LLP



By: Darin V. Iacobelli, CPA/CFF, CFE

## RESPONSE:

This letter correctly sets forth the understanding of the School District.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **NAWROCKI SMITH LLP**

**Page three**

## **SUPPLEMENT TO ENGAGEMENT LETTER AGREED-UPON PROCEDURES**

### **Risk Assessment:**

1. Develop an understanding of the critical business processes of the District within each functional area
2. Identify and quantify risks based on the understanding of the business processes and stated business rules
3. Identify whether the controls that are currently in place address such risks and ascertain if they are operating effectively
4. Recommend improvements in internal controls



Enclosure V111.E.1.w  
Organizational Meeting  
July 13, 2023

Date 06/21/2023

Lawrence UFSD  
2 Reilly Road  
Cedarhurst, New York 11516

Re: **New York Schools Insurance Reciprocal (NYSIR)  
Property & Casualty Insurance Quotation**

Dear Lawrence UFSD,

As requested, we are very pleased to provide you with a property and casualty insurance proposal from the New York Schools Insurance Reciprocal. In addition to the insurance quotation, we have included supplementary information about NYSIR, its risk management program and some of the valuable support services you will receive as a member of NYSIR. These include capital assets appraisal services conducted by CBIZ Valuation Group, and real time driver management provided by License Monitor.

After your review, please contact myself or your NYSIR representative listed below with any questions you may have. We also invite you to correspond with your colleagues at any of the 345 (and counting) New York Public Schools that currently enjoy the benefits of being a NYSIR member, and hear directly from them about their NYSIR experience.

Thank you for considering the New York Schools Insurance Reciprocal for your insurance and risk management needs. We hope that we will hear affirmatively from you soon as to your decision to allow NYSIR to provide the insurances and services quoted here for the 2023 policy year.

Sincerely,

A handwritten signature in black ink that reads "Frederick S. Black". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Frederick S. Black  
NYSIR Underwriting Director  
cc:

**NEW YORK SCHOOLS INSURANCE RECIPROCAL**

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553  
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG





**INSURANCE PROPOSAL**

**PREPARED FOR:**

**Lawrence UFSD**

**POLICY PERIOD**

**07/01/2023 to 07/01/2024**

NOTE: DESCRIPTIONS OF COVERAGE IN THIS DOCUMENT HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE OFFERED AND THE COMPLETE INSURANCE POLICY TERMS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS PROPOSAL AND THE ACTUAL POLICY OF INSURANCE ISSUED INCLUDING SUBSEQUENT POLICY ENDORSEMENTS, THE COMPLETE INSURANCE POLICY SHALL BE THE GOVERNING DOCUMENT.

**THIS QUOTATION IS VALID FOR 60 DAYS BUT NOT PAST THE INCEPTION OF THE PROPOSED POLICY TERM.**

A WRITTEN REQUEST FOR ANY OF THE QUOTATIONS PROVIDED HERE MUST BE SENT TO, AND ACKNOWLEDGED AND ACCEPTED BY NYSIR, PRIOR TO THE POLICY INCEPTION DATE.

## NYSIR Proposal 07/01/2023 to 07/01/2024

### COVERAGE FEATURES

Since its formation by member owners in 1989, NYSIR has distinguished itself by expanding the scope of coverage offered to New York State Public Schools. The following are a few of the key improvements.

#### NYSIR Special School Policy

##### General Liability Coverage Section

- **Cyber Liability.** NYSIR provides two separate endorsements, each with their own coverage limits. They are designed to provide protection for claims resulting from a data breach and/or computer attack. The endorsements will respond for your covered expenses related for damage to your computer system, notification expenses to affected individuals in the event of a data breach, data restoration and recreation costs and more. In addition, coverage for defense and settlement costs arising from 3rd party claims related to a data breach and or computer attack is included. These coverages are included automatically without a premium charge with a separate \$250,000 aggregate limit for each coverage section.
- **Sexual Misconduct Declaratory Endorsement.** Some insurance company policies may remain silent on coverage for sexual misconduct claims. The courts have ruled that the standard General Liability policy does not offer protection for deliberate acts of sexual misconduct for either the perpetrator or the entity as employer. The court stated that deliberate acts do not meet the definition of an occurrence under the policy, and thus are not covered. Unless an affirmative policy endorsement provides this important protection, a carrier can disclaim coverage. NYSIR declares the coverage intent by providing an affirmative endorsement on the General Liability policy at no extra cost.
- **Worldwide Protection.** The territory description for the NYSIR General Liability and Excess Liability Policies protection is Worldwide, as long as permissible with the laws of the United States of America. NYSIR's worldwide protection does not contain any policy restriction that the suit must be brought in the United States.
- **Expanded Definition of Insured.** The NYSIR policy definition of "Insureds" includes all employees, student teachers, the school board and its members and authorized volunteers.
- **Liability Coverage for District Health Care Service Providers.** Coverage is afforded for bodily injury or personal injury arising out of employees providing or failing to provide professional health care services. This includes nurses, psychologists, physical therapists and others.
- **Broadcasting and Publishing Liability Coverage Enhancement.** Personal and Advertising Injury coverage includes advertising, publishing, broadcasting and telecasting operations or activities sponsored by the Named Insured. There is no exclusion for district operated internet activities.

## NYSIR Proposal 07/01/2023 to 07/01/2024

- **Medical Payments.** Medical payments coverage is extended to include "Volunteers" and school board members, when injured while performing duties on behalf of the school district.
- **Watercraft Endorsement.** Automatic general liability coverage for non-motorized watercraft used in district activities such as crew, kayak and sailing clubs.
- **Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception.** Amends the CGL pollution exclusion to include coverage for "bodily injury" and/or "property damage" under certain circumstances related to building heating cooling and dehumidifying equipment and/or a hostile fire.
- **Limited Pollution Liability.** (Optional coverage at additional cost.) The Limited Pollution Liability Endorsement is intended to protect the district against suits for bodily injury or property damage arising out of exposure to pollutants that have been released from your premises. This coverage does not offer protection for first party clean-up costs associated with pollutants. The form provides a separate \$1,000,000 annual policy Aggregate Limit.

### Property Coverage Section

- **Agreed Value Blanket Limit.** The NYSIR property policy provides a blanket limit and agreed value provision. As long as property valuations are kept current, this eliminates any co-insurance penalty being applied on a loss settlement.
- **Replacement Cost.** Both building and business personal property (contents) are valued at the time of loss on a replacement cost basis. There is no depreciation rate applied to the loss, as there would be under a policy based on an actual cash value loss settlement.
- **Covered Property.** Covered property includes all real and business personal property at a schedule location. This includes foundations and other underground property, all out door property including artificial fields, antennae, retaining walls, bridges, fences, walkways and other paved surfaces. There are no sub-limits for property types, no limitations for building glass, no limitations for water damage (other than for the peril of flood) and no exclusion or sublimit for back-up of sewers and drains.
- **Ordinance or Law.** This endorsement is designed to meet ordinance and law requirements imposed after a covered cause of loss. It includes additional coverages for increased costs of construction, demolition and debris removal. Includes costs associated with asbestos clean- up and abatement. There is a combined total limit of insurance for Coverage B and Coverage C of \$5,000,000. This allows the limit of insurance to be applied to either coverage most favorably based on the circumstances of the loss.
- **No Windstorm Deductible.** Only the deductible stated on the policy is applied on a windstorm loss, not a percentage of the building value.
- **Pollution Clean-up.** Provides on premises clean-up of pollutants when there is a specified covered cause of loss to district property. The additional limit of insurance under this coverage extension is \$100,000 per policy year. This applies to loss from all covered perils.

## NYSIR Proposal 07/01/2023 to 07/01/2024

- **Non-Stacking Deductibles.** Only one deductible will apply per covered loss when a claim involves multiple property coverages. For example, a fire could result in a claim under both the property and the inland marine coverage lines. A formula is utilized which provides the maximum payment to the policyholder.
- **Green Building Loss Settlement Enhancement.** NYSIR will pay up to an additional ten percent (10%) of the direct physical damage loss payment amount up to a maximum of \$75,000 per loss to replace or restore damaged covered property with equipment and/or materials compliant with the most current LEED (Leadership in Energy and Environmental Design), Energy Star or Green Seal standard in effect on the date of the loss. This additional limit of insurance can also be applied towards the cost of services from accredited green building professionals.
- **Violent Events Coverage.** Provides a limit of \$1,000,000 for extra expense reimbursement after a "violent event". Does not require direct damage to insured property to be triggered.
- **Earthquake & Excess Flood.** (Optional coverage at additional cost.) The standard NYSIR property policy provides a \$25,000 limit with only a \$250 deductible for the peril of flood. The optional excess earthquake and flood endorsement provides a coverage limit of \$1,000,000 for each of the perils of flood and earthquake. This coverage is excess of any coverage available from the National Flood Insurance Program for **any** "A" and/or "V" flood zone.

### NYSIR Automobile Policy

- **Replacement Cost for Buses.** When a total loss involving a bus that is 10 years old or newer and comprehensive and collision coverage is carried, NYSIR will pay to replace the damaged vehicle with a comparable bus.
- **Single Deductible Endorsement.** In the event of an incident, (vandalism, collision, etc.) involving two or more vehicles listed on the Schedule of Autos, a single deductible will be applied to the loss settlement, not a per vehicle deductible. The only deductible that will apply to the loss will be the largest deductible carried by any one vehicle that is damaged. Comprehensive and collision coverage must be carried at the time of loss.
- **Automobile Deductible Reimbursement.** This coverage extension provides for a deductible reimbursement of up to a \$1,000 maximum limit per occurrence for physical damage to a private passenger vehicle owned by or leased or rented to a Director, Trustee, Administrator, Employee, School Board Member or authorized volunteer of the Named Insured, when the vehicle is being used in the course of their work on behalf of the school district.

## NYSIR Proposal 07/01/2023 to 07/01/2024

### NYSIR School Board Legal Liability Policy

- **Employment Practices Liability (EPL).** EPL coverage is also included under the NYSIR School Board Legal Liability policy. This coverage addresses allegations of harassment, hostile workplace claims, failure to promote, wrongful dismissal, and breach of employment contract, among others.
- **One Deductible.** The policy deductible is applied only to an indemnity payment. All covered legal expenses are paid from the first dollar. Some School Board insurers apply deductibles for both defense costs and indemnity payments. With approximately 80% of all school board and employment practice liability claims involving only defense costs, this policy benefit will result in significant savings.
- **Expanded Definition of Insured.** The NYSIR policy definition of "Insureds" includes the School Entity, the Board of Education of the School Entity, all present and former members of the Board of Education, and officers, trustees, employees, student teachers and volunteers.

### NYSIR Excess Catastrophe Liability Policy

- **Building Heating, Cooling and Dehumidifying Equipment Exception.** Amends the Excess Catastrophe pollution exclusion to provide coverage for "bodily injury" and/or "property damage" under certain circumstances related to building heating cooling and dehumidifying equipment.
- **Limits of insurance are available up to \$25,000,000 per occurrence.** Provides liability coverage limits above the \$1,000,000 per occurrence limit provided by the NYSIR general liability, automobile liability, and school board legal liability policies.

# **NYSIR Proposal 07/01/2023 to 07/01/2024**

## **CLAIM PHILOSOPHY**

### **WHY NYSIR DISTRICTS LOOK FORWARD TO THEIR DAY IN COURT**

#### **Preparation**

Long before a liability suit against a school district reaches the courthouse, a large portion of the real work has already been done. NYSIR has a well-established reputation of fighting frivolous lawsuits. Standing behind the defense of each claim is NYSIR's highly effective risk management program and claims team. This includes utilizing legal counsel specializing in school litigation, and supportive preparation and coordination with school personnel. NYSIR assigns law firms to individual districts with an emphasis on the development of attorney-school relationships that help create efficiencies. This relationship is geared to foster an in-depth understanding of school policies and practices, improved communication, and a real commitment to the school staff, students and community.

#### **Setting the Benchmarks**

Before the notice of claim is received, preparation begins. Through active participation in NYSIR's Risk Management Program, certificates of insurance are received, reviewed, modified and approved by the NYSIR team. Schools should not bear the burden of insurance responsibilities that should properly be assumed by others. Identification of potential loss and appropriate risk transfer by NYSIR risk management, underwriting and claims personnel has saved loss dollars for subscriber districts over the past twenty years.

NYSIR has demonstrated its ability to stand up for school district rights. A commitment to active litigation of claims has enabled our attorneys to pursue and win landmark cases, establishing precedents not only for New York Schools, but for other entities that serve the public as well. Not all cases need to proceed through lengthy and costly trials. Our highly successful motions to dismiss actions against districts are cited by lawyers throughout the state when faced with similar claims. We are proud to set a beneficial precedent on behalf of New York public schools.

Some ridiculed the concept of spending funds to take a case to court when a settlement might be initially less costly. NYSIR founding members knew that they wanted to do what was right. If a district has met its obligations to ensure health and safety, then signaling a willingness to settle would only increase the frequency of future litigation.

## NYSIR Proposal 07/01/2023 to 07/01/2024

### RISK MANAGEMENT PROGRAM

The NYSIR Risk Management Program is school specific – designed to address the loss exposures unique to school districts and BOCES. NYSIR subscribers receive the following services at no charge:

- **Annual Inspections.** A risk assessment of the district's facilities, operations and activities is conducted annually for each subscriber. A report listing practical suggestions for improving subscriber safety and loss control measures is then generated.
- **Special Inspections**  
Additional visits to evaluate specific areas (e.g. school security, threat assessments, playground equipment, gymnasiums, fire or life safety situations, athletic exposures, etc.) are scheduled as requested by subscribers.
- **Certificate of Insurance/Contract/Bid Specifications Review**  
NYSIR Risk Management helps subscribers reduce the costs of claims by assisting subscribers transfer risk through the use of insurance certificates and indemnification language. These transfers typically involve users of facilities, contractors and transportation companies.
- **Enhanced Risk Transfer Program**  
Subscribers benefit from our Enhanced Risk Transfer Program. NYSIR risk management staff will handle the transactions for use of facility and transportation documents until the certificate process is completed - either in compliance with your specifications or NYSIR's standard recommendations.
- **In-District Training**  
NYSIR Risk Management staff conducts customized training at subscribers' locations. Popular sessions include playground and cafeteria monitor training, custodial training, risk management for administrators and fire and life safety.
- **Attendance at Subscriber Safety and Security Committees**  
NYSIR Risk Management staff attends school safety committees throughout New York State, providing technical assistance, training and resource materials.
- **Risk Management Advisory Services**  
Subscribers have unlimited access to NYSIR Risk Management Staff to answer questions or conduct research concerning physical hazards, district activities, procedures, school security, employment practices, transportation, etc.

## **NYSIR Proposal 07/01/2023 to 07/01/2024**

- **NYSIR Regional Seminars**

NYSIR sponsors regional seminars throughout New York State to address current trends and legal issues that create potential loss exposures for public school districts and BOCES.

Topics include:

- Playground Safety
- Athletic Risk Management
- School Security
- Employment Practices Liability
- Social Media Liability
- IT Exposures and Liability
- Sports Management
- Science and Lab Safety
- Risk Transfer
- Boiler and Electrical Safety
- Bullying Prevention

- **NYSIR Web Site**

Subscribers have access to enhanced risk management, safety materials, presentations, sample forms (waivers and releases, permission slips and insurance requirements) and other programs from the "Subscribers Only" portion of the NYSIR website: [www.nysir.org](http://www.nysir.org)

- **Informative Publications**

Subscribers receive "Subscriber only" copies of NYSIR subscriber publications, alerts and bulletins.





## **TERRORISM INSURANCE DISCLOSURE NOTICE**

**COMPANY:** THE NEW YORK SCHOOLS INSURANCE RECIPROCAL COVERAGE FOR ACTS OF TERRORISM IS INCLUDED IN YOUR ENCLOSED INSURANCE PROPOSAL. YOU SHOULD KNOW THAT, UNDER YOUR PROPOSAL ENCLOSED HEREIN, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM WOULD BE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2019. UNDER THIS FORMULA, THE UNITED STATES WOULD PAY 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE TERRORISM RISK INSURANCE ACT AS AMENDED CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PORTION OF YOUR PROPOSED ANNUAL PREMIUM ATTRIBUTABLE TO COVERAGE FOR ACTS OF TERRORISM IS \$0.

## **NYSIR Proposal 07/01/2023 to 07/01/2024**

### **Other Quotation Notes and Disclaimer**

This quotation may vary from the coverage requested. You must review this proposal and all the related documents included with it carefully.

At the time of this proposal, NYSIR was rated by A.M. Best as "A", Financial Class size VIII. An "A" rating is assigned to insurance companies that have, in the opinion of A.M. Best, an excellent ability to meet their ongoing insurance obligations.

Employee Benefits coverage provided under the General Liability section of the Special School Policy and the School Board Legal Liability policy are written on a claims made basis. There is no coverage for claims arising out of incidents, occurrences or alleged wrongful act(s) which took place prior to the retroactive date stated in each policy. Each policy covers only claims actually made against the Insured and reported to the Company while the policy remains in effect. All coverage under each ceases upon the termination of the policy, except for the automatic basic extended reporting period coverage, unless the Insured purchases supplemental extended reporting period coverage. The length of the automatic basic extended reporting period is ninety (90) days.

Descriptions of coverage in this and other proposal documents have been simplified and are subject to the coverage offered and the complete policy terms and conditions. In the event of a discrepancy between this proposal and the actual policies of insurance issued including subsequent policy endorsements, the complete policy(ies) shall be the governing document. Policy forms are available upon request.

This quotation is valid for 60 days but not past the inception date of the proposed policy term.

A written request for binding any coverage quoted here must be sent to, and acknowledged and accepted by NYSIR, prior to the policy inception date.

The complete policy terms, conditions and exclusionary provisions, as well as the facts of any allegation that could lay raise to a claim under any policy would need to be evaluated in their entirety as respects any coverage determination in an actual claim situation. None of this material amends, or otherwise affects, any provisions or coverage of any insurance policy issued by the New York Schools Insurance Reciprocal. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.



### **A.M Best ratings of the companies quoted**

#### Comprehensive General Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553  
A (Excellent) VIII

#### Fire and Related Perils

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553  
A (Excellent) VIII

#### Inland Marine

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553  
A (Excellent) VIII

#### Boiler and Machinery

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553  
A (Excellent) VIII

#### Comprehensive Automobile Liability and Physical Damage

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553  
A (Excellent) VIII

#### School Board Legal Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553  
A (Excellent) VIII

#### Excess Catastrophe Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553  
A (Excellent) VIII

#### Optional Coverage

#### Commercial Crime

Travelers Insurance Company, 1 Park Place, Suite 301, Albany, NY 12205  
A++ (Excellent) XV

# NYSIR Summary of Insurance Limits

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
<b>Commercial Property</b>			
Building & Contents (Total Insured Value)	\$225,998,752		\$5,000
Extra Expense (Including Loss of Income)	See Note #1		See Note #2
Ordinance or Law (Coverage A)	See Note #3		
Ordinance or Law (Combined Coverage Limit B&C)	\$5,000,000		
Pollution Cleanup and Removal	\$100,000	\$100,000	
Property in Transit	\$100,000		
Exterior Signs	\$50,000		\$250
Valuable Papers	\$50,000		
Accounts Receivable	\$50,000		
Primary Flood Coverage	\$25,000	\$25,000	\$250
Backup of Sewers & Drains	Included		
Earthquake	\$1,000,000	\$1,000,000	\$25,000
Excess Flood	\$1,000,000	\$1,000,000	See Note #4
<b>Schools Inland Marine</b>			
Rented/Leased Equipment	\$2,852,503		\$250
Fine Arts	\$29,600		\$250
Other (Standard)	\$37,910		\$250
A/V Equipment	\$125,000		\$250
EDP Equipment (Incl. Software)	\$752,789		\$250
Mobile Equipment	\$31,030		\$250
Contractors Equipment	\$137,695		\$250
Musical Instruments	\$1,499,910		\$250
<b>Boiler &amp; Machinery</b>			
Equipment Breakdown (See Note #5)	\$100,000,000		\$1,000
Combined Loss of Income & Extra Expense	\$5,000,000		
Computer Equipment	Included		
Data Restoration	\$1,000,000		
Spoilage	\$1,000,000		
Service Interruption	\$1,000,000		24 Hours
<b>Commercial General Liability</b>			
Bodily Injury / Property Damage	\$1,000,000	Unlimited	\$0
Products Completed Operations	\$1,000,000	\$1,000,000	
Personal Injury & Advertising Injury	\$1,000,000	Unlimited	
Fire Damage Legal Liability	\$1,000,000	Unlimited	
Medical Expense - Per Person	\$10,000		
Employee Benefits Liability	\$1,000,000	\$3,000,000	\$1,000
New York CyberOne Coverage	\$1,000,000	\$1,000,000	\$10,000
New York Data Compromise Coverage	\$1,000,000	\$1,000,000	\$10,000
Limited Pollution Liability Extension	\$1,000,000	\$1,000,000	
PTA/PTO Liability			
Student Professional Liability			

# NYSIR Summary of Insurance Limits

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
<b>School Business Automobile Policy</b>			
Combined Bodily Injury / Property Damage Liability	\$1,000,000		
Personal Injury Protection	\$50,000		
OBEL	0		
Medical Payments	\$5,000		
Supplementary Uninsured Motorists	\$50,000		
Garage Liability	\$1,000,000		
Garagekeepers Liability	\$80,000		
Non-Ownership Liability	\$1,000,000		
Hired Auto Liability	\$1,000,000		
Comprehensive Coverage	Per Schedule		Per Schedule
Collision Coverage	Per Schedule		Per Schedule
Full Glass Coverage (Private Passenger Vehicles)	Per Schedule		Per Schedule
Rental Reimbursement	Per Schedule		Per Schedule
Towing (Per Disablement)	Per Schedule		Per Schedule
Hired Autos Physical Damage	\$40,000		\$250
<b>School Board Legal Liability Policy (See Note #6)</b>	\$1,000,000	\$3,000,000	\$2,500
<b>Education Excess Catastrophe Liability Policy</b>	\$25,000,000	\$50,000,000	

## Quote Notes and Additional Information

Note #1: Limit Per Occurrence is the actual loss sustained within policy limit or applicable sublimits.

Note #2: No waiting period deductible.

Note #3 Ordinance or Law Coverage A limit is 110% of the applicable building limit.

Note #4: Any available National Flood Insurance Program (NFIP) limits will be applied as the deductible for any location in a flood zone designated as any "A" and/or any "V" in accordance with the Federal Emergency Management Agency (FEMA) Flood Insurance Rating Map (FIRM) applicable at the time of loss.

Note #5 \$5,000 deductible applies for Electrical Generating Equipment.

Note #6 Includes Employment Practices Liability. Deductible does not apply to claim expenses.

Employee Benefits, New York CyberOne and New York Data Compromise coverage provided under the General Liability section of the Special School Policy and the School Board Legal Liability policy are written on a claims made basis. There is no coverage for claims arising out of incidents, occurrences or alleged wrongful act(s) which took place prior to the retroactive date stated in each policy. Each policy covers only claims actually made against the Insured and reported to the Company while the policy remains in effect. All coverage under each ceases upon the termination of the policy, except for the automatic basic extended reporting period coverage, unless the Insured purchases supplemental extended reporting period coverage. The length of the automatic basic extended reporting period is ninety (90) days.

**NOTE: DESCRIPTIONS OF COVERAGE IN THIS PROPOSAL HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE OFFERED AND THE COMPLETE INSURANCE POLICY TERMS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS PROPOSAL AND THE ACTUAL POLICIES OF INSURANCE ISSUED, THE INSURANCE POLICIES SHALL BE THE GOVERNING DOCUMENTS.**

NYSIR Premium Summary			
Policies and Coverage	Effective Date	Expiration Date	Premium
Special School Package Policy	07/01/2023	07/01/2024	
Commercial Property			
Fire & Allied Lines			\$334,478
Earthquake & Excess Flood			\$25,111
Inland Marine			\$7,347
Boiler & Machinery			\$12,555
General Liability			\$122,115
Commercial Automobile	07/01/2023	07/01/2024	\$15,284
School Board Legal Liability	07/01/2023	07/01/2024	\$47,363
Excess Catastrophe Liability	07/01/2023	07/01/2024	\$70,773
TOTAL NYSIR PREMIUM			\$635,026
TOTAL SUBSCRIBER PREMIUM			\$635,026
MVR FEES			\$100

THIS IS NOT AN INVOICE



**Re: New York Schools Insurance Reciprocal  
A Cooperative Effort**

As you look ahead to the 2023 school year, we want to tell you of our commitment to our Subscribers in providing cost effective insurance and risk management services. Perhaps some of this information would be valuable to your Board of Education as you work with them on your fiscal plan.

**A brief background**

The New York Schools Insurance Reciprocal (NYSIR) was formed in 1989 to provide Property and Casualty insurance for eligible New York State Public Schools. It began as a response to insurance market conditions that saw insurance carriers dramatically increase rates and/or reduce coverage and limits of insurance. In some cases, they exited this class of business in New York entirely. Various carriers continued to enter and exit the market over the years, depending on company and shareholder revenue goals. NYSIR has been solely focused on New York public schools continuously since its inception.

**What is NYSIR?**

NYSIR is a not-for-profit insurance company owned by its members-New York Public School Districts. Its Board of Directors is made up of school business leaders like yourselves. NYSIR is a New York State licensed and filed insurance company. That means the NYSIR rates and policy forms must be approved by New York State each time any changes are made. The New York State Department of Financial Services staff is very rigorous in their review and approval process. They consider everything from actuarial methods, losses and loss trends, industry data vs. company data, impact of rate changes on specific risk classes, etc., to ensure that the rates charged are fair and equitably balanced with exposure and loss history. The New York State Department of Financial Services also conducts triennial audits of NYSIR, as it does for every insurance carrier filed to do business in New York State. The results of those audits have always been positive.

**Is NYSIR adequately capitalized?**

NYSIR has added to its surplus over the past several years. This speaks to its sound underwriting (risk evaluation and pricing), claims reserving and investment practices. NYSIR utilizes the services of highly respected firms such as Willis Towers Watson for independent actuarial and related work. NYSIR also has only "A" rated reinsurance companies (insurance companies that share some of the risk of loss for other insurance companies) supporting it. They have over 25 domestic and international reinsurance companies on the reinsurance program to reduce exposure to any one company, domicile or event.

**NEW YORK SCHOOLS INSURANCE RECIPROCAL**

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553  
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG



In order to earn an industry rating, NYSIR is subject to an annual review by A.M. Best, a leading independent financial rating organization. In a difficult period for the industry, where the financial ratings of insurance companies may be downgraded, NYSIR continues to maintain its "A" "Excellent" rating from A.M. Best. This means, in their opinion, that NYSIR has "an excellent ability to meet their ongoing insurance obligations".

### **What about NYSIR's claims service and payment?**

The true test of any insurance company for customer satisfaction is its claim handling and expense and indemnity payments made on behalf of their policyholders. NYSIR has handled over 15,000 claims for its members in the past five years alone. Since 1989, to our knowledge, no NYSIR member has left NYSIR because of dissatisfaction with how a claim was resolved. Speaking to NYSIR's claims paying ability, we have paid individual Subscriber claims in excess of 19 million dollars (fire damage) and single event claims (storm damage) involving multiple Subscribers, of nearly 40 million dollars. Cumulatively, NYSIR has paid and/or reserved over one billion dollars in indemnity, defense and claims investigation expenses since 1989.

### **Is NYSIR the right choice for your district?**

As you evaluate your insurance options for the coming fiscal year, please take a few minutes to review the enclosures about NYSIR and the related benefits it provides that supplement its policy terms, claims service and secure financial standing. In addition to NYSIR paying for a CBIZ Asset Valuation appraisal and the License Monitor Services available to your Transportation Director, there is a section about policy coverages developed specifically for schools. You should know that many of these policy enhancements came about as a direct result of discussions with Subscribers about how better to serve them. This is another advantage of participating as a member and owner of NYSIR. We continue to welcome any and all of your suggestions.

### **Moving Forward**

The Reciprocal has grown from 54 owner Subscribers in 1989 to its current membership of 345. It includes public schools in nearly 50 counties across the state. Our mission and focus remains the same as it has always been; to provide a stable, continuous and financially secure insurance market for qualifying New York State public schools. Thank you for considering the New York Schools Insurance Reciprocal for your insurance and risk management needs.

## **NEW YORK SCHOOLS INSURANCE RECIPROCAL**

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553  
1.800.476.9747 | FAX 516.227.2352 | [WWW.NYSIR.ORG](http://WWW.NYSIR.ORG)

Lawrence UFSD  
2 Reilly Road  
Cedarhurst, NY 11516



Policy Number: SSP LA 001

Effective Date: 07/01/2023

Expiration Date: 07/01/2024

## NYSIR SCHEDULE OF VEHICLES

Seq.#	Vehicle Key	Class	Year	Make	Model	VIN	Full Glass	Rent Reimb	Tow Labo	Cost New	Comp Ded.	Coll Ded.	Annual Premium
Garage Location: 1 1: 2 Reilly Road, Cedarhurst, NY													
1	1	07906	1991	FORD	TRACTOR	A415487	No	No	No	\$4,500			\$347
2	2	01499	2004	DODGE	PICKUP	3D7KU26D44G150381	No	No	No	\$23,122	250	500	\$1,569
3	3	01499	2009	FORD	E250 Van	1FTNE24WX9DA37550	No	No	No	\$15,789	250	500	\$1,541
4	4	01499	2009	FORD	E250 Van	1FTNE24W39DA37549	No	No	No	\$15,789	250	500	\$1,541
5	5	01479	2009	Dodge	Ram Dump Truck	3D6WH46T59G528583	No	No	No	\$25,301	250	500	\$1,495
6	6	01499	2015	Ford	F250 W/Plow	1FTBF2B65FEB55613	No	No	No	\$31,301	250	500	\$1,652
7	7	21479	2016	Chevy	Truck	1GB3KYCG8GF223302	No	No	No	\$50,889	250	500	\$1,657
8	8	21499	2017	Chevy	Pickup	1GC3KYCG7HZ381562	No	No	No	\$38,374	250	500	\$1,679
9	9	07398	2018	CHEVY	TRAVERSE	1GNEVGKW1JJ133029	Yes	Yes	Yes	\$32,194	200	500	\$1,440
10	10	01499	2018	Chevy	Silverado P/U	1GC0KUEG0JZ175384	No	No	No	\$38,294	250	500	\$1,652

## New York Schools Insurance Reciprocal SCHEDULE OF INLAND MARINE

*Please sign and date the form.*

**Signature of District Administrator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Category	Item	Coverage Limit	Deductible
A/V Equipment		\$125,000	\$250
Contractors Equipment		\$137,695	\$250
Musical Instruments		\$1,499,910	\$250
EDP Equipment (Incl. Software)		\$752,789	\$250
Mobile Equipment		\$31,030	\$250
Fine Arts	Sculpture	\$29,600	\$250
Other (Standard)	12 AED's plus accesories	\$37,910	\$250
Rented/Leased Equipment		\$2,852,503	\$250

**Total Annual Premium: \$7,347**

## New York Schools Insurance Reciprocal STATEMENT OF VALUES

Please sign and date the form.

Signature of District Administrator: \_\_\_\_\_

Date: \_\_\_\_\_

Location	Building	Address	Building Value	Contents Value	
1	1	Lawrence High School	2 Reilly Road Lawrence, New York 11516	\$80,119,540	\$2,165,370
1	2	Lawrence High School Shed #1	2 Reilly Road Lawrence, New York 11516	\$5,809	\$7,485
1	3	Refreshment Stand	2 Reilly Road Lawrence, New York 11516	\$7,074	\$7,288
1	4	Grandstand W/ Press Box	2 Reilly Road Lawrence, New York 11516	\$223,471	\$20,043
1	5	Metal Storage	2 Reilly Road Lawrence, New York 11516	\$29,260	\$9,861
1	6	Security Booth #1	2 Reilly Road Lawrence, New York 11516	\$3,644	\$16,238
1	7	Security Booth #2	2 Reilly Road Lawrence, New York 11516	\$3,644	\$16,238
1	8	Turf Field	2 Reilly Road Lawrence, New York 11516	\$1,806,315	\$0
2	1	Lawrence Middle School	195 Broadway Lawrence, New York 11559	\$83,013,630	\$5,266,855
2	2	Maintenance	195 Broadway Lawrence, New York 11559	\$76,313	\$102,680
3	1	School #2	1 Donahue Avenue Inwood, New York 11550	\$28,226,870	\$757,767
3	2	School # 2 - Shed #1	1 Donahue Avenue Inwood, New York 11550	\$24,437	\$3,911
4	1	School #4	53 Wanser Avenue Inwood, New York 11793	\$24,328,818	\$575,023
4	2	School #4 - Shed #1	53 Wanser Avenue Inwood, New York 11793	\$6,967	\$2,037
4	3	School #4 Shed #3	53 Wanser Avenue Inwood, New York 11793	\$10,611	\$3,644
5	1	School #5	305 Cedarhurst & 5th Avenue Cedarhurst, New York 11516	\$23,513,389	\$226,794
5	2	School #5 - Shed #1	305 Cedarhurst & 5th Avenue Cedarhurst, New York 11516	\$11,575	\$2,123
6	1	Dwelling	21 Henry Street Inwood, New York 11096	\$515,000	\$0
Totals			\$241,926,367	\$9,183,357	
			TIV @ 90%	\$225,998,752	

**OneClick Solutions LLC  
5844 Cranberry Drive  
Imperial, MO 63052**

Enclosure V111.E.1.x  
Organizational Meeting  
July 13, 2023

**GRANT RELATED SERVICES**

This agreement is entered into this \_\_\_\_ day of **July, 2023** by and between the Board of Education of Lawrence Union Free School District ("Board") and **OneClick Solutions LLC** EIN# **88-2538161** hereinafter called the Independent Contractor (Consultant).

**CONSULTANT SERVICES** Board engages the services of Consultant to provide grant work under the direction of the Superintendent, maintaining accurate records and in compliance with required grant procedures to be performed by Consultant for the term set forth below.

**TERM** The term of this Agreement shall commence on **July 1<sup>st</sup>, 2023** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30th, 2025**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement but in no event shall either party terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. The Consultant agrees to send such notice to the Board of Education at 2 Reilly Rd, Cedarhurst, NY 11516. The Board of Education agrees to send such notice to the Consultant. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

**DUTIES** During the period of this Agreement, Consultant shall devote his/her best efforts to the Board on those occasions when performing its services for the Board.

Consultant will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement.

Consultant shall not be eligible for any employee benefits whatsoever to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice or the like.

Consultant represents that he/she is qualified to provide the service as indicated above and will not substitute any other person unless agreed to by the District for the provision of said services.

Consultant agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant in relation to the performance of this Agreement.

Consultant shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant shall work cooperatively with the District's administrative staff and shall work directly under the administrative supervision of the Superintendent or his/her designee.

Consultant shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District and/or while providing services as indicated pursuant to this Agreement.

Consultant shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant shall provide the District with appropriate proof of clearance for employment by the New York State Education Department.

**PLACE OF EMPLOYMENT** It is understood and agreed that the Consultant shall perform his/her services at such places as the Board shall designate.

**TIME REQUIREMENTS** Whenever Consultant undertakes to perform services for the Board; he/she shall devote the required amount of time necessary to properly accomplish the performance of those services. In addition to providing the above outlined services, Consultant may be required to attend meetings, including, but not limited to grant consultation meetings and will make himself/herself available for such further services as required during the term of this Agreement. Any time provided by Consultant for these types of additional activities is included in his/her compensation at the rate set forth above.

**COMPENSATION** Effective July 1<sup>st</sup> 2023 and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant annual rate of **\$90.00/Hour for virtual services, \$115.00/Hour for on-site services, and/or \$750.00 travel expense for onsite visit.**

**PAYMENT SCHEDULE** The Consultant will submit claim forms to the Superintendent or his/her designee on a **monthly (submitted by the 19<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

**CERTIFICATION AND LICENSURE** Consultant shall furnish to the Board prior to executing this Agreement, and shall maintain throughout the term of this Agreement, a valid and appropriate School District Leader certificate in the State of New York as well as any license as is required by the State of New York.

Consultant represents that he/she is of good character, and is in good professional standing, and he/she possesses current and valid certification necessary to perform the services under this Agreement. Consultant represents that he/she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant, he/she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant unsuitable on the aforementioned circumstances.

**INSURANCE** Consultant at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million

(\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-Minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**; this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant.

**The parties agree that Consultant's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without further liability to Consultant.**

**RELATIONSHIP BETWEEN PARTIES** Consultant is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of his/her engagement and service hereunder, be that of an independent contractor, and Consultant shall be free to dispose of such portion of his/her entire time, energy and skill as Consultant is not obligated to devote hereunder to the Board as Consultant sees fit and to such persons, firms or organizations as Consultant deems advisable. Consultant shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his/her designee and shall be subject to the general right of the Superintendent of Schools of inspection and supervision to secure the satisfactory completion thereof. Consultant is not to be considered an agent or employee of the Board of any purpose and Consultant is not entitled to any benefits that the Board provides to employees. Consultant will be solely and entirely responsible for his/her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of this Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**OneClick  
Solutions LLC:**

Lisa Parz Date: 7/11/23  
OneClick Solutions

**Superintendent,  
Ann Pedersen, Ed.D.:**

\_\_\_\_\_ Date: \_\_\_\_\_

**BOE President,  
Murray Forman:**

\_\_\_\_\_ Date: \_\_\_\_\_





INTEGRATED PEST MANAGEMENT SERVICE AGREEMENT FOR  
Lawrence UFSD

6/13/2023

Enclosure V111.E.1.y  
Organizational Meeting  
July 13, 2023

Agreement Date: 7/1/2023-6/30/2024

Description: Integrated pest management service to:

IPM Service includes cafeteria, kitchen and facility rooms utilizing integrated pest management techniques Service frequency for each location will be noted below. Services will be performed anytime Monday-Friday between 8:00 and 3:00. Alternate service times by specific request will incur additional charges on a time + material basis.

Total monthly cost for locations shown below: \$665.00 per month plus material used.

**Invoices will be sent electronically each month.**

**Service invoices and material invoices will be sent separately.**

This agreement includes monthly service for the following locations:

Lawrence High School- 2 Reilly Rd (Bi-monthly and exterior rodent control monthly)

Lawrence Junior High School- 195 Broadway (Bi-monthly)

Lawrence School #2- 1 Donahue Ave (monthly)

Lawrence School #4- 87 Wanser Ave (Monthly)

**Additional Charges will be incurred for services rendered in areas other than those indicated above.**

The following pests will be included in the contract: Rats and mice (inside structures) roaches, ants, silverfish, (inside only). Population of the following pests are excluded from the contract: Birds, bats, snakes, nuisance wildlife, termites, and other wood destroying insects, mosquitoes, and pests that primarily feed on outdoor vegetation. Charges for control of these pests will be billed on a time and material basis.

**Parkway will perform all work according to EPA and NYS DEC rules and regulations and manufacturer's label instruction by NYS DEC certified technicians. Parkway's Board-Certified Entomologists are available for consultations.**

Accepted By: \_\_\_\_\_  
School District Authorized Signature

Accepted By: \_\_\_\_\_  
Parkway Pest Services Inc. Authorized Signature  
Please sign and return copy to Parkway Pest Services at your earliest convenience.



June 12, 2023

Dear facilities director/purchasing agent,

We are reaching out to advise you that your district's agreement for pest control services expires soon.

Parkway Pest Services contractual obligations to your district will be fulfilled by 6/30/23. After this date no services are scheduled to be performed.

In order to continue your pest control service program without interruption please issue a new purchase order before June 30 and sign and return the attached contract for continued service.

Parkway Pest Services has been awarded the Educational Data Systems pest control contract in your county for the 2023-2024 contract period. EDS Bid # 11920  
Extermination Services – Package #26

Should you have any questions please do not hesitate to contact me.  
It has been our pleasure to have provided your pest control service and we are prepared to continue to do so should you choose.

Thank you for your patronage,

Brian Mongillo

## CLIENT SERVICES AGREEMENT

**ProCare Therapy**, a d/b/a of New Direction Solutions, LLC ("ProCare") and **Lawrence Union Free School District** whose principal location is 195 Broadway, Lawrence, NY 11559 ("Client") enter into this non-exclusive Client Services Agreement ("Agreement") for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

### 1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment to receive approval of this arrangement.

### 3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

### 4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

### 5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

ProCare shall require all Consultants assigned to Client to submit for fingerprinting through New York State Fingerprinting Clearance portal. Client agrees to notify ProCare should the Consultant assigned not receive the appropriate clearance.

**6. On-Site Responsibility.**

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

**7. Employment of Consultants.**

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

**8. Equal Opportunity.**

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

**9. Timekeeping and Invoicing.**

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of ProCare's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

ProCare will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify ProCare of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

**10. Payment Terms.**

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. ProCare pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. ProCare will bill Client at one and one-half times the regular bill rate for all hours ProCare is required to pay the Consultant(s) overtime. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

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**11. Default Charges.**

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, ProCare reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

**12. Limitation of Liability.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

**13. Administrative Responsibilities.**

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans,

comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within three (3) business days of alleged failure. Failure to notify ProCare before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. ~~Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify ProCare of time sheet and work performed discrepancies.~~

**14. Incident and Error Tracking.**

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

**15. Reporting of Work-Related Injuries.**

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client for the purpose of reporting such event to ProCare's workers compensation carrier. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

**16. Termination of Contracted Assignment with Cause.**

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

**17. Termination of Contracted Assignment without Cause.**

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.

**18. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

**19. Paid Sick Leave.**

~~For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.~~

**20. Unscheduled Facility Closure Policy.**

ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by ProCare. ProCare and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

**21. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

**22. Issue Resolution.**

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

**23. Indemnification.**

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

**24. Confidentiality.**

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or



attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

**25. Family Education Rights and Privacy Act.**

ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

**26. State Retirement System Notice.**

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify ProCare if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise ProCare of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to ProCare by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by ProCare. The Client and ProCare expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

**27. Conflicts of Interest.**

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

5; 10 r w f h v t t t t

D c t r w f h v t t x l n g t r c e h t j y h q t t z u l g j z l e h t h q w t r t k h t g d p h v t g g u h v h v t t w h g t h o r z t t

**ProCare Therapy**

Contract Department  
5550 Peachtree Parkway  
Suite 500  
Peachtree Corners, GA 30092  
ContractNotices@procaretherapy.com

**To Client**

Client: Lawrence Union Free School District  
Address: 195 Broadway  
Lawrence, NY 11559

**29. Survival.**

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**30. Governing Law.**

This Agreement shall be governed by the laws of the state of ~~Delaware~~ New York

**31. Modification of Agreement.**

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

**32. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

***This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.***

CLIENT ID – CLIENT NAME

**72088 Lawrence Union Free School District**

**New Directions Solutions, LLC dba ProCare Therapy**

\_\_\_\_\_  
Client Representative Signature Date

\_\_\_\_\_  
Client Representative Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



# Pupil Benefits Plan, Inc.

101 Dutch Meadows Lane, Glenville, New York 12302  
(518)377-5144\* (800) 393-3301\* fax (518)377-3291  
EMAIL TO: Elaine@pupilbenefits.com

## Student Accident Coverage Request [ 2023-2024 ]

Enclosure V111.E.1.aa  
Organizational Meeting  
July 13, 2023

please check box

Rate Per Student

☐

**COVERAGE R**  
100% Usual & Customary  
No deductible

**\$6.75**

**LAWRENCE**

School District

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Superintendent or  
Business Manager

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Date

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SIGNATURE

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Coverage effective July 1, [2023]- June 30, [ 2024 ].

**Please complete this blanket coverage request and return to  
Pupil Benefits Plan before June 1, [2023].**

Your total enrollment will be requested as of September 1st.

**AFFORDABLE CARE ACT ADMINISTRATION AGREEMENT**

AGREEMENT (the "Agreement") made as of this 13 day of July, 2023 by Seneca Risk Consulting Group, LLC., a Delaware Limited Liability Company having an office located at 960 Wheeler Road #5367 Hauppauge NY 11788 (hereinafter referred to as "ADMINISTRATOR") and Lawrence Union Free School District, having its administrative offices at 2 Reilly Road Cedarhurst NY 11516, (hereinafter referred to as "DISTRICT").

WHEREAS, ADMINISTRATOR, an employee benefits Administrator, provides professional fee-based benefits consulting and administrative services and;

WHEREAS, DISTRICT desires to retain ADMINISTRATOR to provide consulting and Affordable Care Act administration and ADMINISTRATOR is capable and willing to provide the services to DISTRICT.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein agreed, and for other good and valuable consideration, the parties agree as follows:

(1) Appointment as ADMINISTRATOR. DISTRICT hereby engages and appoints ADMINISTRATOR to provide employee benefit consulting services and to act as DISTRICT's authorized agent (an authorized agent is a person or firm that, with the payor's authorization, transmits specific information and/or Affordable Care Act ("ACA") return documents to the Internal Revenue Service ("IRS") on behalf of the payor and may match name/TIN combinations). ADMINISTRATOR agrees to provide DISTRICT with the services set forth in Exhibit A.

(2) ADMINISTRATOR'S Duties. ADMINISTRATOR agrees that:

- I. It will use its best efforts to provide services meeting or exceeding the highest standards of the industry to assist the EMPLOYER to comply with U.S. Codes §4980H and §6055 and §6056 of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 (2010) (PPACA), as amended by the Health Care and Education Reconciliation Act, Pub. L. No. 111-152 (2010) (HCERA) Section 1513(d) of the PPACA, Pub. L. No. 111-148, § 1513(d), and to provide those services delineated in Exhibit A attached hereto, as well as all other duties referenced in this Agreement and attached exhibits or other attachments, and support the objectives of DISTRICT on behalf of DISTRICT;
- II. It has no authorization whatsoever from DISTRICT to alter, modify or change any of the terms, rates and/or conditions contained in any of DISTRICT's documents, proposals or contracts, nor does it have authorization to change, alter or discharge participation in DISTRICT's benefit programs, and/or to incur any indebtedness on behalf of DISTRICT;
- III. It will not circumvent, or attempt to circumvent, DISTRICT in DISTRICT's relationship with, other third-party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not DISTRICT has a written contract with such third-party administrators, underwriters, vendors, insurance carriers or like organizations.
- IV. It will provide comprehensive tracking of employee hours of service to determine "Full-Time" "Part-Time" status based on the DISTRICT's adoption of the IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73. "Measurement Period Report"
- V. It will prepare and provide to the DISTRICT written Measurement Period Reports four (4) times per fiscal year on a quarterly basis.
- VI. It will prepare and provide the DISTRICT with DRAFT IRS Forms 1095C and 1095B for individuals required to receive one based on §6056 and §6055, and per the District's adoption of the IRS Safe Harbors pursuant to IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
- VII. It will as be needed and/or requested by DISTRICT, revise DRAFT IRS Forms 1095C and 1095B and provide the revised forms to the district.
- VIII. After DISTRICT has provided written approval of the DRAFT IRS Forms 1095C and 1095B, ADMINISTRATOR will provide final forms for the DISTRICT for the DISTRICT'S production, or if DISTRICT requests, in writing, that ADMINISTRATOR distribute the final approved forms, the ADMINISTRATOR will appropriately send and file the forms on behalf of the DISTRICT

- IX. It will prepare and provide the DISTRICT with Draft IRS Forms 1094C and 1094B and thereafter, as needed and/or requested by DISTRICT, revise the forms and provide the revised forms to the DISTRICT
- X. After District has provided written approval for the IRS Forms 1094C and 1094B, ADMINISTRATOR will efile forms IRS Forms 1094C, 1094B all forms 1095C and 1095B through the IRS Affordable Care Act Information Returns Program (AIR) using ADMINISTRATOR's AIR Transmitter Control Code (TCC)

(3) DISTRICT's Duties. DISTRICT agrees:

- I. To provide to ADMINISTRATOR current data, reports, work history, contribution rates, plan documents related charges and the terms and conditions of DISTRICT's agreements with group health plans offered to its employees and providers of benefit services as requested and needed by ADMINISTRATOR to perform its services, and to respond in a timely manner to requests for information submitted by the ADMINISTRATOR;
- II. It will not circumvent, or attempt to circumvent, ADMINISTRATOR in ADMINISTRATOR's relationship with ADMINISTRATOR's own clients, other third-party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not ADMINISTRATOR has a written contract with such third-party administrators, underwriters, vendors or insurance carriers.
- III. To provide and maintain an accurate list of individuals who are eligible to receive Form 1095C or 1095C (Employee List) to include the following fields:
  - a. Employee Number
  - b. Social Security Number
  - c. Last Name
  - d. First Name
  - e. Original Date of Hire
  - f. Termination or Retirement Date
  - g. Rehire Date (if applicable)
  - h. Current Address (Street, City, State & Zip Code)
  - i. Employee Group (As listed in payroll system)
  - j. Employee Primary Position (As listed in payroll system)
- IV. Provide and maintain an accurate report of employee contribution requirements towards single coverage as required under §6056
- V. Provide and maintain an accurate report of employee groups and positions offered Minimum Essential Health Care coverage as required under §6056
- VI. Provide and maintain an accurate report of employee groups and positions that are considered "Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
- VII. Provide and maintain an accurate report of employee groups and positions that are considered "Non-Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
- VIII. Provide and maintain an accurate report of all individuals covered under its self-insured health plan (NYSHIP ACA Enrollment Infor Report) to include the following fields:
  - a. Social Security Number as required under §6055
  - b. Last Name
  - c. First Name
  - d. Month of Coverage as required under §6055
  - e. Current Address (Street, City, State & Zip Code)
  - f. Employee Group (Retiree, Active, Other)
  - g. Medicare Primary Indicator
- IX. Errors; Review of Data. All Services provided hereunder will be based upon information provided to ADMINISTRATOR by DISTRICT. DISTRICT will promptly review all documents and reports produced by ADMINISTRATOR and provided or made available to DISTRICT by ADMINISTRATOR and District will promptly notify ADMINISTRATOR of any error or omission or discrepancy with DISTRICT's records and will provide corrected data DISTRICT agrees and acknowledges that it must review and approve the District Measurement Period Report, prior to ADMINISTRATOR producing any Draft or Final IRS Forms. The obligation of the DISTRICT to review and approve documents and reports in no way limits the

- ADMINISTRATOR'S responsibility to provide accurate analysis and produce accurate documents and reports (based on the documentation provided by the DISTRICT)
- X. DISTRICT agrees and acknowledges that it has the responsibility to train its employees and staff regarding and Board Resolutions pertaining to the Affordable Care Act, including Board Resolutions adopting IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73.
  - XI. DISTRICT agrees and acknowledges that it has the responsibility to train its employees and staff regarding the IRS reporting requirement under sections §4980, §6055 & §6056
  - XII. DISTRICT agrees and acknowledges that it has the responsibility provide ADMINISTRATOR accurate and correct information, and DISTRICT is responsible to correct any incorrect data that it provided to ADMINISTRATOR
  - XIII. Records. ADMINISTRATOR does not serve as DISTRICT's record keeper and DISTRICT will be responsible for retaining copies of all documentation received from or provided to ADMINISTRATOR in connection with this Agreement to the extent required by DISTRICT or applicable law.

(4) Payments to ADMINISTRATOR. DISTRICT will pay ADMINISTRATOR \$11,500.00. in addition, DISTRICT will pay ADMINISTRATOR \$.075 + Postage per form to print and mail IRS forms. With respect to the \$11,500.00 fee the first payment of \$3,833.33 is due upon full execution of this Agreement, or July 1<sup>st</sup> 2023, whichever occurs last. The second payment of \$3,833.33 is due within 30 calendar days of DISTRICT'S receipt of the initial draft of the 1095 forms. The final payment of \$3,833.33 plus printing and mailing fees is due after ADMINISTRATOR'S completion of all services required by this Agreement. ADMINISTRATOR must submit a final invoice (form and substance satisfactory to DISTRICT) to DISTRICT. DISTRICT will make final payment within 30 calendar days of its receipt, review, and approval of invoice. In addition, upon written authorization from the DISTRICT to ADMINISTRATOR, the DISTRICT will pay ADMINISTRATOR \$275 per hour for services associated with the correction or errors contained in the documents provided to ADMINISTRATOR by the DISTRICT (including, but not limited to, incorrect date of hire, missing or incorrect termination of retirement dates, incorrect or missing social security numbers, and incorrect or missing coverage dates in health plan, or any data anomalies that were not addressed prior to the transmission of the 1095 forms). ADMINISTRATOR must submit invoices (form and substances satisfactory to DISTRICT) monthly for these correction services. DISTRICT will make payment within 30 calendar days of its receipt, review, and approval of an invoice.

- a. Compliance with Individual State Reporting Requirements. Should DISTRICT require ADMINISTRATOR to process individual state reporting requirements, ADMINISTRATOR will provide individual state reporting for a flat fee of \$550 per filing.

(5) Term and Termination.

- I. The term of this Agreement will begin on the date of signing this Agreement and continue until the date upon which this Agreement or the Business Associate Agreement attached hereto as Exhibit B is terminated, June 30, 2024, or upon the completion of the services by ADMINISTRATOR pursuant to this Agreement, whichever is earlier.
- II. Upon termination by either party pursuant to Paragraph 5 (I.) of this Agreement prior to ADMINISTRATOR'S completion of the services set forth in this Agreement, ADMINISTRATOR will only be entitled to retain monies paid by DISTRICT for the value of services performed and delivered by ADMINISTRATOR prior to the date of termination.
- III. In the event of termination for any reason, ADMINISTRATOR will return to DISTRICT, within 10 calendar days of the effective date of the termination, all DISTRICT'S property and data that is in the possession of ADMINISTRATOR including, but not limited to, payroll history, employee listing and other compensation information and data on hand, and/or other confidential materials which may have been furnished by DISTRICT and entrusted to ADMINISTRATOR by reason of this Agreement. If information has been provided to ADMINISTRATOR in electronic form, ADMINISTRATOR will commit to DISTRICT that such information will be deleted from ADMINISTRATOR'S electronic storage media. If requested by DISTRICT, ADMINISTRATOR will provide a certificate of destruction.
- IV. In the event of termination for any reason, all reports, and Services due to DISTRICT must be completed by ADMINISTRATOR and delivered to DISTRICT within thirty calendar days of the termination date.
- V. This Agreement may be terminated by DISTRICT "for cause" upon the occurrence of any of the following events:

- a. Immediately upon DISTRICT delivering written notice to ADMINISTRATOR of a breach by ADMINISTRATOR of any of the policies, rules and regulations of DISTRICT relating to the health or safety of students or DISTRICT employees;
- b. Immediately upon ADMINISTRATOR's breach of its obligations to provide the insurance coverage set forth in Paragraph 18;
- c. Immediately upon ADMINISTRATOR's breach of any of ADMINISTRATOR's obligations pursuant to, or violation of, any applicable State or federal law or regulation; or
- d. Fifteen calendar days after ADMINISTRATOR has received written notice from DISTRICT that ADMINISTRATOR has breached any of ADMINISTRATOR's other obligations hereunder unless, within the 15 calendar day period ADMINISTRATOR cures the breach to DISTRICT's satisfaction.

Upon termination of this Agreement "for cause," ADMINISTRATOR is not entitled to any further payments hereunder.

- VI. This Agreement is automatically terminated upon ADMINISTRATOR's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, pursuant to any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against ADMINISTRATOR which is not dismissed within 60 calendar days of filing. ADMINISTRATOR is not entitled to any further payments hereunder and if the termination occurs prior to ADMINISTRATOR's completion of the services set forth in this Agreement, ADMINISTRATOR will only be entitled to retain monies already paid by DISTRICT for the value of services actually performed and delivered by ADMINISTRATOR prior to the date of termination.

(6) Property of ADMINISTRATOR.

- I. To the extent permitted by law and except as otherwise provided herein, DISTRICT shall take reasonable steps necessary to hold in confidence and protect all trade secrets, which may include, but are not limited to, reports, documentation, techniques, products, ideas, concepts, output, and reports related to the Programs and Services of ADMINISTRATOR, from disclosure to any person, firm, corporation or other entity as allowed by law without ADMINISTRATOR's consent. DISTRICT shall ensure that all agents and any other persons with authorized access to any part of such confidential information be aware of and will observe and perform this non-disclosure covenant.

(7) Property of DISTRICT.

- I. Except as otherwise provided herein, ADMINISTRATOR will take all steps necessary to hold in confidence and protect all personal information and data, manuals, documentation, techniques, products, ideas, concepts, output, pricing, and reports related to the Programs and Services of DISTRICT, from disclosure to any person, firm, corporation or other entity without DISTRICT's written consent, provided same shall not otherwise be available. ADMINISTRATOR shall ensure that all agents and any other persons with authorized access to any part of such confidential information be aware of and will observe and perform this non-disclosure covenant.
- II. All of the undertakings and obligations of ADMINISTRATOR hereto relating to confidentiality and non-disclosure, whether contained in this Paragraph or elsewhere in this Agreement, will survive the termination or expiration of this Agreement.

(8) Expenses. ADMINISTRATOR will pay all expenses incurred in connection with the performance of ADMINISTRATOR's duties hereunder including, but not limited to, automobile and/or travel expenses.

(9) Completion Dates and Approvals: To ensure the IRS forms are produced and distributed in a timely manner to comply with the IRS Requirements.

- a) Recipient returns (1095) need to be mailed no later than March 2<sup>nd</sup> 2024, DISTRICT's final approval of the forms required by close of business February 15th, 2024.
- b) The required date for E-filing is March 31, 2023. DISTRICT's approval of the final data must be given to us no later than March 15, 2024.
- c) To produce DRAFT Recipient Returns for DISTRICT's review and approval, Final approval of DISTRICT's Measurement Period Report, Employee List and Healthcare Enrollment file is due by January 2<sup>nd</sup>, 2024.

(10) Independent Contractor. ADMINISTRATOR is retained by DISTRICT only for the purposes and to the extent set forth in this Agreement. ADMINISTRATOR's relation to DISTRICT is solely that of an independent contractor during the period of ADMINISTRATOR's retention and delivery of Services hereunder.

Neither ADMINISTRATOR nor any of its employees, shareholders, partners, members, officers, directors, agents, or assigns will be eligible for employee benefits or contributions thereto from DISTRICT relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance. Regarding employees of ADMINISTRATOR, ADMINISTRATOR alone will be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

(11) Assignment. This Agreement may not be assigned or otherwise transferred by either party without the express written consent of the other.

(12) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes all other agreements, understandings and representations, written or oral, by and between the parties.

(13) Modification. This Agreement may not be changed orally, but only by an agreement in writing signed by both parties. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

(14) Governing Law, Choice of Forum and Waiver of Jury Trial. This Agreement is subject to, governed by, enforced according to, and construed according to the laws of the State of New York, without regard to the conflicts of law's provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

(15) Headings. The headings or captions in this Agreement are for convenience and reference only and do not in any way modify, interpret, or construe the intent of the parties or affect any of the provisions of this Agreement.

(16) HIPAA. ADMINISTRATOR is and will remain in compliance with the privacy and security requirements of the Health Insurance Portability and Accountability Act. The parties have executed a Business Associate Agreement (attached hereto as Exhibit B).

(17) Indemnification. To the fullest extent permitted by law, ADMINISTRATOR indemnifies and will defend (with counsel selected by DISTRICT) and hold harmless DISTRICT, its employees, agents, representatives and members of the Board of Education, from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of ADMINISTRATOR's Services hereunder, or the action of, or the failure to act by ADMINISTRATOR, ADMINISTRATOR's representatives or employees, or anyone for whose acts ADMINISTRATOR may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from ADMINISTRATOR pursuant to the provisions of this Paragraph 17, DISTRICT will promptly notify ADMINISTRATOR of such suit, claim or demand, and give ADMINISTRATOR an opportunity to defend and settle same without any cost to DISTRICT, and will extend reasonable cooperation to ADMINISTRATOR in connection with such defense, which will be at the expense of ADMINISTRATOR. If ADMINISTRATOR fails to defend the same within 30 calendar days of receipt of notice, DISTRICT will be entitled to assume the defense thereof, and ADMINISTRATOR will be liable to repay DISTRICT for all its expenses reasonably incurred in connection with the defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments).

To the fullest extent permitted by law, DISTRICT indemnifies and will defend and hold harmless ADMINISTRATOR, its employees, agents, and representatives from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising from the action of, or the failure to act by DISTRICT, DISTRICT's representatives or employees, or anyone for whose acts DISTRICT may be liable.

All the provisions of this Paragraph will survive the expiration or sooner termination of this Agreement.

**(18) Required Insurance.** ADMINISTRATOR will obtain and keep in full force and effect during the term of this Agreement, at ADMINISTRATOR's sole cost and expense, the following insurance:

- **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate (must include coverage for sexual misconduct).
- **Workers' Compensation and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits 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 may be completed and submitted directly online to the Workers Compensation Board: [http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)
- **Professional Errors and Omissions Insurance:** \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of ADMINISTRATOR performed under this Agreement for DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two calendar years following the completion of work.
- **Fidelity Bond:** For dishonest acts of ADMINISTRATOR's employees with coverage for computer fraud and fund transfer including client coverage.
- **Excess Insurance:** \$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, ADMINISTRATOR hereby agrees to effectuate the naming of DISTRICT as an additional insured on ADMINISTRATOR's insurance policies, except for workers' compensation, N.Y. State disability and professional liability. Each policy naming DISTRICT as an additional insured must:

- Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
- State that ADMINISTRATOR's coverage is primary and non-contributory coverage for DISTRICT, its Board, employees, and volunteers.

DISTRICT must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rest solely with DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by ADMINISTRATOR (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At DISTRICT's request, ADMINISTRATOR will provide a copy of the declarations page of its liability and umbrella policies with a list of endorsements and forms. If so requested, ADMINISTRATOR will provide a copy of the policy endorsements and forms.

ADMINISTRATOR hereby indemnifies DISTRICT for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of ADMINISTRATOR, to the extent not covered by the applicable policy.

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

ADMINISTRATOR acknowledges that failure to obtain the foregoing insurance on behalf of DISTRICT constitutes a material breach of contract. ADMINISTRATOR must provide DISTRICT with proof satisfactory to DISTRICT that the above requirements have been met, prior to the commencement of work or use of DISTRICT facilities. The failure of DISTRICT to object to the contents of the certificate or the absence of same will not be deemed a waiver of all rights held by DISTRICT. Upon request, ADMINISTRATOR will provide DISTRICT with a copy of ADMINISTRATOR's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

DISTRICT is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). ADMINISTRATOR acknowledges that the procurement of that insurance as required herein is intended to benefit not only DISTRICT, but also NYSIR as DISTRICT's insurer.

(19) Required Records. ADMINISTRATOR will provide services and maintain records, logs, and reports in accordance with all applicable laws, regulations and requirements of the New York State Education Department, the New York State Department of Labor and District policies and procedures in force during the term of this Agreement. ADMINISTRATOR must provide District with a copy of any reports, tests, evaluations, or observations that are prepared in connection with the Services provided by ADMINISTRATOR under this Agreement.

(20) Review of Records. District will have the right to examine any or all records or accounts maintained by ADMINISTRATOR in connection with this Agreement.

(21) District's Authority. ADMINISTRATOR represents and warrants that ADMINISTRATOR will observe and comply with the policies, rules, and regulations of the DISTRICT including, but not limited to, District Code of Conduct (Collectively, the "Policies") and will cause ADMINISTRATOR's employees to do the same. ADMINISTRATOR acknowledges that ADMINISTRATOR has reviewed and is familiar with the Policies. ADMINISTRATOR will carry out the orders, directions and policies conveyed by the district from time to time either orally or in writing, provided however, that the ADMINISTRATOR will determine the manner of carrying out ADMINISTRATOR's professional duties hereunder consistent with ADMINISTRATOR's status as an independent contractor.

(22) Safeguarding Information. Neither ADMINISTRATOR nor District will use or disclose any information concerning the Services pursuant this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations."

(23) Notices. Any notices required or permitted to be given pursuant to the terms of this Agreement must be in writing and either personally delivered or sent by nationally recognized overnight carrier to the parties at the following addresses:

To ADMINISTRATOR:

Seneca Risk Consulting Group, LLC  
960-Wheeler Road  
Suite 5367  
Hauppauge, New York 11780

To DISTRICT:

Lawrence Union Free School District  
2 Reilly Road  
Cedarhurst NY 11516  
Attention:Mr. Chanchal Kumar

(24) Waiver. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

(25) Third-Party Beneficiaries. There are no third-party beneficiaries of or in this Agreement.

(26) Negotiated Agreement. This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power



to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

(27) Iran Divestment Act of 2012. By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

(28) Confidentiality of Records and Data Security and Privacy. ADMINISTRATOR must comply with all District policies and State, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy.

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

Lawrence Union Free School District

SENECA RISK CONSULTING GROUP, LLC

By:

By: 

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: Daniel C. Opinante

Title: President

Date: February 21, 2023

Title: \_\_\_\_\_

## EXHIBIT A

### Affordable Care Act Employer Compliance Proposal and Scope of Work

#### SPECIFICATION OF SERVICES

ADMINISTRATOR will assist DISTRICT with meeting the DISTRICT's "Employer Mandate" obligations and reporting requirements pursuant to the ACA by:

- Identifying in writing DISTRICT's employees (both full-time and variable-hour employees) for whom DISTRICT may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered.
- Identifying which type of minimum essential coverage would be deemed "affordable" under ACA for its full-time eligible employees (applying, for example, the "Form W-2" safe harbor);
- Offering strategies and helping DISTRICT apply the "Look-Back/Stability Period Safe Harbor" Measurement Method (a.k.a. "Look-Back Measurement Method") under the ACA to new and ongoing employees of DISTRICT.
- Identifying and accounting for any applicable employment break periods and/or periods of special unpaid leave for each DISTRICT employee who is evaluated using the Look-Back Measurement Method.
- Identifying in writing which DISTRICT employees must be treated as a new, ongoing, variable-hour, full-time, part-time and/or seasonal employees under ACA for purposes of applying the Look-Back Measurement Method and for determining those employees for whom the district may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- Reviewing collective bargaining agreements ("CBAs"), individual employment contracts, Board of Education resolutions, letters of understanding and any other documentation setting forth terms and conditions of employment and helping DISTRICT determine how each affects DISTRICT's obligations under ACA;
- Providing DISTRICT with a written penalty analysis for: (1) failing to offer minimum essential coverage as required by ACA; (2) offering minimum essential coverage that does not provide minimum value; (3) providing minimum essential coverage that is not "affordable" under ACA standards; and (4) providing coverage that does not satisfy the non-discrimination rule under ACA; and
- Assisting and supporting DISTRICT with audits, inquiries and/or investigations conducted by the Federal oversight agencies including, but not limited to, a response to any notices of a potential Section 4980H penalty;
- Preparing and electronically filing/sending Internal Revenue Code Section 6056 reports as DISTRICT's authorized agent including, but not limited to:
  - Using a secure method of delivery to import applicable DISTRICT data furnished by DISTRICT;
  - Drafting IRS Forms 1094-C and 1095-C;
  - On or before February 15<sup>th</sup> 2024 sending completed 1095-B and 1095-C forms to DISTRICT for DISTRICT's review and written approval (DISTRICT's written approval must be received by 5:00 p.m. on February 15<sup>th</sup> 2024);

- Upon receipt of DISTRICT's written approval, furnishing all full-time employees with a copy of IRS Form 1095-C on or before March 2<sup>nd</sup> 2024;
  - Upon receipt of DISTRICT's written approval, electronically filing 1094-C and 1095-C forms with IRS on or before March 31<sup>st</sup> 2024; and
  - Providing the District with confirmation of IRS acceptance of the forms.
- 
- Calculating the hours of service performed by each employee on a weekly and monthly basis including, but not limited to, regular workday, overtime, paid leave time, special unpaid leave time and stipends (each calculation will accurately reflect the hours of service for a particular week or month, even if the time is not entered into District's payroll system until after that week or month has concluded);
  - Calculating the average hours of service performed by each employee during the initial or standard measurement period;
  - Helping DISTRICT:
    - Determine the relevant "plan years"
    - Identify, establish and apply the most beneficial measurement periods (e.g., 3-12 months, etc.) including, if recommended, different measurement periods for different categories of employees, for:
      - Initial Measurement Periods;
      - Standard Measurement Periods;
      - Stability Periods; and
      - Administrative Periods;
  - Analyzing and advising in writing whether DISTRICT's currently offered health insurance plans are "affordable" based on ACA requirements and offering options for alternate health insurance plans that comply with ACA;
  - Analyzing and advising in writing which is the best "safe harbor" option under ACA for calculating the affordability of health insurance coverage in accordance with each eligible DISTRICT employees' income.
  - Providing written assurances that current DISTRICT health insurance offerings meet the ACA standards for "minimum essential coverage";
  - Analyzing and advising DISTRICT in writing to determine what, when and how many notices required by ACA must be provided to its employees and providing the required notices to the employees.
  - Providing DISTRICT with a clear understanding of the New York State Health Insurance Exchange and its implications for DISTRICT and DISTRICT employees, if any.
  - Ensuring that new and existing employees of DISTRICT are treated correctly and consistently with respect to ACA requirements.
  - Developing strategies for timely enrolling in a DISTRICT health insurance plan those employees who meet the applicable legal threshold for average hours worked during the relevant period of time and, as a result, for whom DISTRICT may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
  - Revising compliance procedures as the Federal Government makes ongoing changes and adjustments to the ACA; and

- - Providing DISTRICT with a reference manual (a “Compliance Report”) that documents all the advice, analysis, calculations, recommendations, procedures, and protocol that relate to this Agreement.

**EXHIBIT B**  
**DATA REQUIREMENTS NVISION / FINANCE MANAGER**

**AFTER CHECKS PRINTED – PAYROLL EARNINGS REGISTER**

- CODE
- DESCRIPTION
- EMPLOYEE NUMBER
- RATE UNITS
- CHECK DATE
- AMOUNT
- LIMIT
- FTD AMOUNT
- YTD AMOUNT
- REMAINING
- RET SYS

**COMPLETE EMPLOYEE PERSONNEL FILE REPORT (ALL EMPLOYEES, ACTIVE, IN-ACTIVE, TERMINATED, RETIRES, ECT)**

- EMPLOYEE NUMBER
- SOCIAL SECURITY NUMBER
- EMPLOYEE NAME
- LAST NAME
- FIRST NAME
- ORIGINAL HIRE DATE
- REHIRE DATE
- TERMINATION DATE
- ADDRESS
- ADDRESS 2
- CITY
- STATE
- ZIP
- EMPLOYEE GROUP (NVISION)
- PRIMARY EMPLOYEE POSITION (NVISION)
- PRIMARY EMPLOYEE TYPE (FINANCE MANAGER)

**CONTRACT AND RATE REPORT (FISCAL YEAR)**

- EMPLOYEE NUMBER
- EMPLOYEE NAME
- EMPLOYEE TYPE
- LEVEL
- STEP
- METHOD
- CHECKS
- BASE CONTRACT
- FTE%
- FTE AMOUNT
- ENTITLE
- PER-PAY
- DAILY
- HOURLY
- START DATE
- END DATE

**EXHIBIT C**  
**ACA Compliance Timeline Fiscal Year 2023-2024**

**September 15<sup>th</sup> 2023<sup>85</sup>**

Data Request to Include:

- After Checks Printed Payroll Register
- Complete Employee Personnel File Report
- Contract and Rate Report

Goal:

- Update Term Dates for employee who termed prior to September 15<sup>th</sup>
- Update Employee single contribution percentage that may have changed in July

**November 15<sup>th</sup>, 2023**

Data Request to Include:

- After Checks Printed Payroll Register
- Complete Employee Personnel File Report
- Contract and Rate Report

Goal:

- Update Term Dates for employee who termed prior to November 15<sup>th</sup>
- Update Employee single contribution percentage that may have changed

Milestone:

- Complete Measurement Period Report for 11/1/2021 – 10/31/2022
- Start of Administrative Period to identify and offer individuals coverage.

**January 5<sup>th</sup>, 2024**

Data Request to Include:

- After Checks Printed Payroll Register
- Complete Employee Personnel File Report
- Contract and Rate Report
- Health Plan Enrollment Report for Calendar year 2023

Goal:

- Update Term Dates for employee who termed prior to December 31<sup>st</sup>
- Provide Draft 1095C & 1095B for Lawrence Union Free School District to review and approve.

**February 15<sup>th</sup>, 2024-**

Final Form Approval Due

**March 1<sup>st</sup> 2024<sup>86</sup>-**

Forms Distributed to individuals

**March 31<sup>st</sup>, 2024-**

IRS AIR Filing Due

---

<sup>85</sup> After first payroll of hourly employees in the 2023-2024 fiscal year

<sup>86</sup> May change per the IRS

280215  
(SED CODE)

The State Education Department  
Transportation Unit, Room 1075 EBA  
89 Washinton Avenue  
Albany, New York 12234

Form CE  
Prior Year  
Contract/Extension  
E \_\_\_\_\_

EXTENSION OF CONTRACT FOR PUPIL  
TRANSPORTATION  
(Only Competitively Bld Contracts May Be  
Extended)

BUSES/VANS

Jeremy Feder, Assistant Sup't		Tel: 516 295 7066
Contact Person		Email: jfeder@lawrence.k12.ny.us
Lawrence Union Free School District #15		
School District/BOCES		
P.O. Box 477		
Street or P.O. Box		
Lawrence, New York	11559	
City	State	Zip Code

Please Check if Applicable:

- ☐ Piggyback Transportation\*  
☐ Special Education Only  
☒ Regular & Special Education Pupils Combined  
☐ Contract for bus maintenance only  
☐ Cost Justification Form- Only for CPI Pass-thrus (see reverse)

Specifications Include:

- ☐ District will supply contractor with fuel.  
☐ Provision for attendants, escorts or monitors.  
☐ Clause for increasing or decreasing service.

WHEREAS a transportation contract agreement was made on July 11, 2023 by and between  
Lawrence Union Free School District #15, County of Nassau, N.Y.,  
(Name of School District or BOCES)  
party of the first part and SETH TRANSPORTATION, party of the second part.  
(Contractor)

NOW, THEREFORE, pursuant to the provisions of Section 305, subdivision 14 of the Education Law and Section 156.5 of the Regulations of the Commissioner of Education, the parties hereto mutually agree to extend the contract for a period commencing September 1, 2023 and ending June 30th 2024.  
Mo Day Year Mo Day Year

All of the items of said contract shall remain in full force and effect.

IT IS FURTHER agreed that for services rendered during the period of this extension, the party of the first part shall pay the party of the second part the total annual sum of \$ \_\_\_\_\_ or  
(if lump sum contract)

\$ 350,000.00 if on a per-bus, per-pupil, per-mile, or other unit cost basis determined as follows  
(unit cost) (you must show in detail using prior year figures):  
see attached chart with 3.5% cpi Total Anticipated Annual Cost \$350,000.00

\*For a piggyback contract, list the originating school district & contract number \_\_\_\_\_ # \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this extension of agreement this 11th day  
of July, 20 23.

\_\_\_\_\_  
Party of the First Part

(Signature of Trustee or President of Board of Education)

\_\_\_\_\_  
Party of the Second Part

(Signature of Contractor)

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date: July 11, 2023 Filed by: \_\_\_\_\_  
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

CPI "Pass-Thru". Boards of education may pay a contractor, in excess of the CPI, for the cost of qualifying criminal history and certain driver testing fees. (See subdivision (e) on reverse).

PLEASE SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT, RETAIN A COPY  
FOR YOUR SCHOOL DISTRICT RECORDS.



## **Regulations of the Commissioner of Education**

### **Section 156.5 Annual extensions of transportation contracts.**

- (a) Annual extensions of contracts shall be prepared on forms prescribed by the commissioner; such extensions shall be filed with and approved by the commissioner and are subject to all laws, rules and regulations pertaining to the filing of transportation contracts.
- (b) Only contracts awarded in accordance with the competitive bidding requirements of subdivision 14 of section 305 of the Education Law may be extended. (NOTE: Section 305(14) also authorizes extensions of contracts awarded through a request for proposals.)
- (c) Annual extensions of fixed-price contracts, contracts based upon unit rates, such as per-bus, per-pupil or per-mile, and contracts based upon a combination of a fixed price and unit rate may provide for increases in such fixed prices and/or unit rates not to exceed the contractual amount paid in the preceding year by more than the increase in the regional consumer price index for the 12-month period ending on May 31<sup>st</sup> immediately preceding the commencement of the contract extension.
- (d) Each district proposing to extend a contract shall maintain for a period of six years after expiration or termination of the contract extension or six years after final payment under the contract extension satisfactory evidence of the increase in the cost of the contractor's operation during the 12-month period immediately preceding the month in which the contract terminates. Upon the request of the commissioner, each district shall file such evidence with the commissioner. (NOTE: Contractor must complete a Cost Justification Form whenever there is any increase in the amount paid by the district when extending a contract.)
- (e) Each district proposing to extend a contract in an amount which is in excess of the maximum increase allowed by use of the consumer price index for the N.Y., N.Y., Northeastern, N. J. area, based upon the index for all urban consumers (CPI-U), shall file with the commissioner satisfactory documentation of the actual cost of qualifying criminal history and driver licensing testing fees attributable to special requirements for drivers of school buses pursuant to Article 19 and 19-A of the Vehicle and Traffic Law. (NOTE: In addition, a board of education may agree to an amount in excess of the consumer price index for the actual cost of diagnostic tests, physical performance tests, and drug and alcohol tests. A Cost Justification must be filed with the Department whenever a board of education agrees to pay a contractor in excess of CPI. Where there are no such excess costs, the form is not filed, but is retained in the district.)

**Addendums:** Please notify the Department by letter when additions are made to a contract extension after it has been filed with the Department. Such additions must be authorized by the contract specifications.

Enclosure V111.E.1.dd  
Organizational Meeting  
July 13, 2023

We have prepared a quote for you

## Sourcepass Agreement - Staff Augmentation

Quote # 036252  
Version 1

Prepared for:

**Lawrence School District**

Prepared by:

**Stephanie Fives**

Wednesday, May 31, 2023

Lawrence School District  
Nicole Quinn  
195 Broadway  
Lawrence, NY 11559  
[nquinn@lawrence.k12.ny.us](mailto:nquinn@lawrence.k12.ny.us)

Dear Nicole,

Technology is a very powerful tool that most employees rely on to be productive. At Sourcepass, our number one concern is to ensure that your network is safe and optimized to ensure that your employees remain productive and efficient because efficiency increases profits for your business.

Technology can also give you a competitive advantage. By utilizing cutting edge technology, organizations can access data remotely, in real-time and have the information available when needed. Having the ability to quickly access data is critical in servicing customers. We make sure that our clients have access to the data they need onsite and remotely, which is critical in today's business world. Cellphones, document management, email, and remote access are all necessary in today's market. This gives you a competitive advantage and promotes growth within your business.

Sourcepass is a service driven organization. We are fully staffed to support everyone in your organization. Our employees have been tested and screened, and they possess broad and specific technological skills capable of supporting everyone in our customer base.

Sourcepass works with many different manufacturers in the industry to help provide the latest technology. Microsoft, HP, Dell, Cisco, Sonicwall and VMWare are just a few of our partners. All of our employees receive vendor training and are always up to date on the current products being utilized today. In addition, our Client Success Managers and Strategic Advisors are all trained on the advantages of these products so that we can be sure that we are presenting you with the proper solution for your business.

I would like to thank you for taking the time to read through this proposal. We would like an opportunity to review this proposal with you in person to help answer any questions.

Warm Regards,

*Stephanie Fives*

Stephanie Fives  
Client Success Manager  
Sourcepass, LLC

## Services to be Provided

Product Details	Term	Product Type	Qty	List Price	Discount	Effective Price	Total
<p><b>Sourcepass to provide (5) Dedicated Onsite Engineer staffed at Client Site - Billed Monthly</b></p> <ul style="list-style-type: none"> <li>• <b>Role: Education Engineers</b></li> <li>• <b>Monthly Rate - \$52,180.33</b></li> <li>• <b>Annual Commitment: 240 Days per year</b></li> <li>• <b>Term: July 1st, 2023 - June 30th, 2024</b></li> </ul> <p>Sourcepass will provide five (5) onsite technicians for two hundred and forty (240) days per year annually for Lawrence Union Free School District to provide technical support services, including but not limited to: break/fix services (workstations, servers); OS-level troubleshooting; workstation-level diagnosis and repair; managing backup system; workstation imaging; new equipment deployment.</p> <p><b>Assigned Staff</b></p> <p>Five (5) Technician(s) will be assigned to provide full-time, onsite service for technology support as specified below.</p> <p><b>Assigned Schedule</b></p> <p>Excluding School Holidays and Federal Holidays, the Technicians will provide five (5) days of onsite support each week, eight (8) hours per day, 240 days each year, throughout the term of the Agreement. In the event than an assigned resource is out for extended period of time (i.e. Vacation, Illness, etc.) SOURCEPASS will provide an authorized substitute technician.</p> <p>School Holidays are defined as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.</p> <p>All onsite services will be performed at the Lawrence Union Free School District buildings, which include:</p> <p><a href="#"><u>LAWRENCE EARLY CHILDHOOD CENTER AT #4 SCHOOL</u></a></p> <p>87 Wanser Avenue, Inwood, NY 11096 • 295-6400</p> <hr/> <p><a href="#"><u>LAWRENCE PRIMARY SCHOOL AT #2 SCHOOL</u></a></p>							

## Services to be Provided

Product Details	Term	Product Type	Qty	List Price	Discount	Effective Price	Total
<p>1 Donahue Avenue, Inwood, NY 11096 • 295-6200</p> <hr/> <p><a href="#"><u>LAWRENCE SCHOOL AT BROADWAY CAMPUS</u></a></p> <p>195 Broadway, Lawrence, NY 11559 • 295-7000</p> <hr/> <p><a href="#"><u>LAWRENCE HIGH SCHOOL</u></a></p> <p>2 Reilly Road, Cedarhurst, NY 11516 • 295-8006</p> <p>Onsite services will be provided Monday through Friday, from 7:30am to 4:00pm, and will include a thirty (30) minute lunch.</p> <p>Emergency Services – SOURCEPASS will monitor the status of all servers 24x7 and will provide emergency services remotely between the hours of 7:00am through 9:00pm, Sunday through Saturday.</p> <p>Adjustments to this schedule may be made, upon agreement between SOURCEPASS and The District to accommodate holidays, other conflicts, or reductions or surges in support needs</p>							
<b>Staff Augmentation - Billed Monthly</b> Managed IT - Staff Aug Resource	1 Year Term - Paid Monthly	Managed Services	1	\$52,180.36	0.00 %	\$52,180.36	\$52,180.36
Monthly Subtotal:							\$52,180.36

## Sourcepass Agreement - Staff Augmentation



Prepared by:  
**Sourcepass, LLC**  
 Stephanie Fives  
 877-678-8080  
 Fax 631-368-1164  
 SFives@sourcepass.com

Prepared for:  
**Lawrence School District**  
 195 Broadway  
 Lawrence, NY 11559  
 Nicole Quinn  
 (516) 295-7000  
 nquinn@lawrence.k12.ny.us

Quote Information:  
**Quote #: 036252**  
 Version: 1  
 Delivery Date: 05/31/2023  
 Expiration Date: 06/30/2023

Monthly Recurring Summary	Amount
Services to be Provided	\$52,180.36
Monthly Total:	\$52,180.36

## Validity and Authorized Signatures

This Sales Order remains valid for execution by Client until the Sales Order expiration date as detailed above. Upon full execution by the Parties, this Sales Order constitutes the valid and binding agreement between Sourcepass and the Client identified above to purchase and use the Sourcepass products and services specified in this Sales Order. This Sales Order, together with any terms or conditions set forth in any applicable amendment, addendum, exhibit or schedule to this Sales Order, is subject to and governed by the Terms of Service Agreement set forth at [HTTPS://SOURCEPASS.COM/LEGAL/SOURCEPASS-MASTER-SERVICE-AGREEMENT/](https://sourcepass.com/legal/sourcepass-master-service-agreement/) (the "Service Terms"). Any capitalized terms not otherwise defined in this Sales Order shall have the meaning ascribed to such terms in the Service Terms.

The person whose signature appears below warrants that they are authorized to sign this Sales Order and to acknowledge and accept the Service Terms.

PRICES DO NOT INCLUDE APPLICABLE TAXES, FEES AND SHIPPING AND HANDLING CHARGES.

Sourcepass, LLC

Lawrence School District

Signature: Stephanie Fives

Name: Stephanie Fives

Title: Client Success Manager

Date: 05/31/2023

Signature: \_\_\_\_\_

Name: Nicole Quinn

Date: \_\_\_\_\_

**LAWRENCE UNION FREE SCHOOL DISTRICT  
UNIVERSAL PREKINDERGARTEN AGREEMENT**

Agreement made this 13 day of July, 2023 between the Lawrence Union Free School District (hereinafter "School District" or "Board of Education"), a municipal corporation duly organized pursuant to the laws of the State of New York with its principal place of business located at 2 Reilly Road, Cedarhurst NY 11516 and St. Joseph's University (hereinafter "St. Joseph's"), with its principal place(s) of business located at 155 West Roe Boulevard, Patchogue, New York 11772 and 245 Clinton Avenue, Brooklyn, New York 11205.

**WHEREAS**, the Education Law §3602-e makes provision for the local school districts to provide Universal Pre-Kindergarten Programs; and

**WHEREAS**, the Commissioner of Education has enacted regulations in furtherance of the statutory provisions enacting Universal Pre-Kindergarten Programs; and

**WHEREAS**, the Board of Education previously has determined that it is in the best interest of the entire community to make provision for a Universal Pre-Kindergarten Program; and

**WHEREAS**, the School District's Superintendent of Schools has developed a plan for the provision of a Universal Pre-Kindergarten Program; and

**WHEREAS**, at its June 7th meeting, the Board of Education has awarded St. Joseph's University as the provider for a UPK program to be in the District's Number Four School located at 87 Wanser Avenue, Inwood, New York 11096;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto agree as follows:

**TERM**

The term of this Agreement shall commence on September 1, 2023 and shall continue through to and including June 30, 2024 unless otherwise terminated prior to then pursuant to the terms of this Agreement. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party, by certified mail, of the decision to terminate this Agreement but in no event shall St. Joseph's terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. If St. Joseph's elects to terminate this Agreement and has been paid in advance by the School District for goods or services not yet rendered, St. Joseph's shall immediately refund to the School District all money prepaid to it by the School District for the goods or services not provided. St. Joseph's agrees to send such notice to the Board of Education at 2 Reilly Road, Cedarhurst NY 11516. The Board of Education agrees to send such notice to St. Joseph's principal place of business as set forth above. All notices pursuant to this paragraph shall be by certified mail, return receipt requested.



## **IN-SERVICE ATTENDANCE**

All St. Joseph's employees providing Universal Pre-Kindergarten (UPK) services shall participate in on-going informational meetings and in-service programs as determined by the School District or its designee. The School District or its designee shall have the sole, exclusive and unreviewable authority to determine whether a particular in-service program satisfies the requirements of this provision. St. Joseph's failure to comply with this provision shall be deemed a material breach of the Agreement which may result in its immediate termination.

## **INSTRUCTIONAL PROGRAM**

The program will be a full day session. The program will be in session for not less than 180 days during the 2023-2024 school year. A copy of St. Joseph's schedule for the 2023-2024 school year for the Universal Pre-Kindergarten classroom is annexed hereto as **Appendix B** and is hereby made a part of this Agreement. St. Joseph's will provide a developmentally appropriate, literacy based curriculum suitable for children with special needs and/or for children with limited English proficiency. St. Joseph's shall assess the development of language, cognitive and social skills of the preschoolers. A copy of St. Joseph's curriculum for the Universal Pre-Kindergarten classroom is annexed as **Appendix C** and made a part of this Agreement. St. Joseph's shall implement an assessment procedure as established by the School District to determine the progress of the four year olds and the program's effectiveness. In the event that a student continues to exhibit Tier 3 Behaviors after suggested Tier 3 Interventions (see **Appendix D**) have been consistently utilized by both the St. Joseph's Staff and District Support staff, if the child is deemed a danger to him/herself and/or others, the appointed St. Joseph's Director shall have the unfettered right to remove the child from the St. Joseph's Universal Prekindergarten Program.

## **INSERVICE TRAINING**

St. Joseph's shall provide staff development and teacher training for staff in all settings in which prekindergarten services are provided.

## **STAFFING**

St. Joseph's shall provide only highly qualified staff to provide the within services to the District. These individuals providing services must be licensed by the State of New York and have the appropriate New York State teaching certification. Classroom teachers must possess dual certification and a Master's level degree. Paraprofessionals must possess teaching certification or NYSED Teacher Assistant Certification. St. Josephs shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. At the request of the School District, St. Joseph's shall provide consultation with School District administrators and personnel. St. Joseph's shall provide a 5 day a week site supervisor to meet and collaborate with teachers to evaluate and support the program. The same administrator must also be available to meet with school support staff as the District may require. St. Joseph's will also provide a Director who will meet with the site supervisor and oversee the program.

## **REGULATORY COMPLIANCE**

St. Joseph's is aware of the New York State Education Department's regulations governing the operation of the herein Universal Pre-Kindergarten program. At all times, St. Joseph's shall comply with the New York State Education Department's regulations issued governing Universal Pre-Kindergarten programs. St. Joseph's shall certify that all individuals providing services shall



comply with all State and Federal laws and regulations governing the confidentiality of student information, including FERPA and HIPAA. St. Joseph's personnel providing services shall also certify that they shall comply with the Dignity for All Students Act, "DASA". St. Joseph's shall certify that all individuals providing services to the District have been cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services.

#### **COOPERATION WITH THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION**

St. Joseph's shall cooperate with the School District to enable the provision of special education and/or related services to preschoolers who have been identified by the Committee on Preschool Special Education as a "preschooler with a disability". St. Joseph's shall coordinate with the School District to ensure compliance with applicable special education laws. Upon reasonable request by the School District, personnel from St. Joseph's shall participate in any meetings held regarding preschoolers who have been identified by the Committee on Preschool Special Education as having disabilities.

#### **STUDENT RECORDS**

St. Joseph's shall maintain all student immunization records, student birth certificates, emergency contact forms, and any other record received concerning the students in a secure location. All records must be safeguarded and no information may be released unless authorized by law.

#### **DEFICIENCIES**

In the event that St. Joseph's, at any time fails to be in full compliance with this Agreement or the New York State Education Department's regulations governing the operation of the Universal Pre-Kindergarten program, the School District shall have the right to take the following action:

- (1) If the lack of compliance with the Agreement is deemed by the School District to compromise the health, safety or well-being of the students, the School District has the right to immediately rescind St. Joseph's right to operate a Universal Pre-Kindergarten program.
- (2) If the lack of compliance with the Agreement is deemed by the School District not to be one compromising the health, safety or well-being of the students, the School District shall give the St. Joseph's five (5) days in which to cure all such defects. In the event St. Joseph's fails to cure all such defects with such five (5) day period, the School District has the right to immediately rescind St. Joseph's right to operate a Universal Pre-Kindergarten program or withhold payment until such time as all such defects are cured.

#### **PAYMENT**

The School District shall pay St. Joseph's a maximum of \$563,717 for the 2023-2024 school year so long as St. Joseph's remains in full compliance with this Agreement, including any amendments, attachments or modifications made to this Agreement and/or to the New York State Education Department's regulations governing the operation of the Universal Pre-Kindergarten program. Full compliance shall mean, but is not limited to, that this Agreement and any amendments thereto, are fully executed and that all insurance requirements as provided herein are in full force and effect throughout the term of this Agreement.

## **PAYMENT SCHEDULE**

The School District will make 10 equal monthly payments, each totaling 1/10 of the full amount due to St. Joseph's for the Universal Pre-Kindergarten program. The first monthly payment will commence in September and the last in June. In the event that St. Joseph's fails to fully comply with this Agreement and/or the New York State Education Department's regulations governing the operation of the Universal Pre-Kindergarten program, the School District reserves the right to withhold all or any portion thereof of any remaining payments not yet made to St. Joseph's. In no event shall the School District make any payment to St. Joseph's unless this Agreement and any amendment thereto are signed and unless all the terms, conditions and provision concerning insurance, as set forth below are fully complied with by St. Joseph's. This payment schedule provision shall survive the termination of this Agreement.

## **SCHOOL DISTRICT'S LIABILITY FOR MAKING PAYMENTS UNDER THIS AGREEMENT**

This Agreement shall be deemed executory to the extent of the monies received by the School District for the Universal Pre-Kindergarten program. No liability shall be incurred by the School District in the event that such funding from the State ceases to exist, is reduced and/or is not received by the School District. Neither the full faith and credit nor the taxing power of the School District is pledged to the payment of any amount due or to become due under this Agreement. It is understood and agreed by St. Joseph's that neither this Agreement nor any representation by any School District employee or agent acting on behalf of the School District creates any obligation to appropriate or make monies available for the purpose of the Agreement.

## **INSURANCE**

(1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the St. Joseph's hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on St. Joseph's insurance policies, with the exception of workers' compensation and shall provide the School District with a copy of the **Commercial General Liability**. Additional Insured Endorsement CG 20 26 07 04 or equivalent.

(2) The policy naming the School District as additional insured shall be an insurance policy from an **A.M.** Best Rated "secured" or better, New York State or Pennsylvania State admitted insurers, provide for 30 days notice of cancellation, state that St. Joseph's coverage shall be the primary coverage for the School District, its Board of Education, employees and volunteers, and state that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct.

(3) St. Joseph's agrees to indemnify the School District for any applicable deductibles. (4) St. Joseph's is required to have in effect throughout the term of this Agreement

(a) **Commercial General Liability Insurance** in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate;

(b) **Automobile Liability** in the amount of \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles;

(c) **Workers' Compensation - Statutory Workers' Compensation and Employer's Liability Insurance** for all employees; proof of Workers' Compensation must be on a form approved by

the New York State Workers' Compensation Board;

(d) **Excess Insurance** in the amount of \$1,000,000 each occurrence and aggregate on a "follow-form" basis; (5) St. Joseph's acknowledges that the failure to obtain and maintain such insurance on behalf of the School District constitutes a material breach of this Agreement and subjects it to liability for damages, indemnification and all other legal remedies available to the School District. St. Joseph is to provide the School District with an original certificate of insurance evidencing the above requirements have been met prior to September 1, 2023 and shall keep in effect all such coverage throughout the term of this Agreement. The School District will only accept a certificate of insurance that is valid for the period of September 1, 2023 through to and including June 30, 2024. Any lapse in insurance coverage for any reason shall be grounds for immediate termination of this Agreement.

### **TERMINATION OF AGREEMENT**

In addition to the provision in the section of this Agreement captioned "**TERM**"; this Agreement may also be terminated at any time by the Board of Education.

### **RELATIONSHIP BETWEEN PARTIES**

St. Joseph is engaged by the Board of Education only for the purpose and to the extent set forth in this Agreement, and its relation to the Board of Education shall, during the period of its engagement and service hereunder, be that of an independent contractor. Neither St. Joseph's nor any of its employees shall be considered under this provision or any other provision of this Agreement, as having any employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board of Education pertaining to, or in connection with, any salary, term or condition of employment, health insurance, workers' compensation insurance or unemployment insurance or similar benefits as provided for Board of Education employees. The work contemplated herein must meet the approval of the Superintendent of Schools or her designee and shall be subject to the general inspection and supervision to secure the satisfactory completion thereto. St. Joseph's is not to be considered an agent, or employee of the Board of Education for any purpose and St. Joseph's and its employees are not entitled to any benefits that the Board of Education provides to its employees. St. Joseph's shall be solely and entirely responsible for its acts during the performance of this Agreement. The work and services provided for herein shall be performed by St. Joseph's and shall be performed only by individuals made known by St. Joseph's to the School District and by no other persons.

### **ENTIRE AGREEMENT**

This Agreement incorporates the full and complete understanding of the parties and includes all of the terms and conditions agreed to by them. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

### **CONSTRUCTION**

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE**

If any provision of this Agreement shall be found to be contrary to either Federal or State Law, then such provision shall not be valid and subsisting, but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement and has authorized the President of the Board of Education and the Superintendent of Schools to execute this Agreement in its behalf; and

**WHEREAS**, St. Joseph's has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Murray Forman, President of the Board of Education

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Ann Pedersen, Superintendent of Schools

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
St. Joseph's University

Date: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TAX ID

**Budget for Lawrence UPK 2023-2024**  
**4 Classes, 1 Permanent Substitute,**  
**Prepared by: Ms Pamela Renneisen and Patricia Almonaitis**

Title	# of Staff Members	Daily Rate (\$)	Total Days	UPK Salaries	Total Staff Cost
Pre-K Teachers	5	\$245	184	\$45,080	\$225,400
Co-Teachers	4	\$137	184	\$25,208	\$100,832
Site Supervisor	1 at 5 days a week			85,000	\$85,000
Admin Assistant	1 at 5 days a week	\$245	184	\$45,000	\$45,000
August Stipend	40 hours			\$4,000	\$4,000
Program Director				\$15,000	\$15,000
Lead Teacher Stipend	Annual			\$10,000	\$10,000
				<b>Total Salaries</b>	<b>\$485,232</b>
Supplies Costs	Number of Classes	Price Per Class			
<b>Professional Development</b>					\$2,000
<b>Brigance Record Books</b>					\$500
<b>Supplies Costs</b>	4	800			\$3,200
				<b>Total Supplies Cost</b>	<b>\$5,700</b>
<u>Administrative Costs</u>					
Personnel taxes and benefits		10% of salaries as per SJC (social security, medicare, background checks, taxes, and other direct SJC costs)			\$48,523
Administrative Fees		5% of salaries as per SJC (costs involved in overseeing program), including but not limited to Business Office personnel			\$24,262
<b>Administrative Costs Total</b>					<b>\$72,785</b>
<b><u>TOTAL FOR UPK</u></b>					<b>\$563,717</b>

**Appendix B**  
**NUMBER FOUR SCHOOL**

**2023-2024**

**Pre-K**

Sample Schedule for Pre-K classroom

<b>PERIOD</b>	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
8:30-9:15	Arrival, Wash Hands, Breakfast & Morning Meeting	Arrival, Wash Hands, Breakfast & Morning Meeting	Arrival, Wash Hands, Breakfast & Morning Meeting	Arrival, Wash Hands, Breakfast & Morning Meeting	Arrival, Wash Hands, Breakfast & Morning Meeting
9:15-9:45	ELA – whole group Literacy Centers	ELA – whole group Literacy Centers	ELA – whole group Literacy Centers	ELA – whole group Literacy Centers	ELA – whole group Literacy Centers
9:45-10:25	Indoor or Outdoor Playground	Indoor or Outdoor Playground	Indoor or Outdoor Playground	Indoor or Outdoor playground	Indoor or Outdoor Playground
10:25-11:00	Village (Social Studies)	Soft Play/Safety Town (Large Gross Motor)	Exploration (Math & Science)	Soft Play/Safety Town (Large Gross Motor)	Village (Social Studies)
LUNCH --- 11:00– 11:30	L	U	N	C	H
11:30-12:15	Rest	Rest	Rest	Rest	Rest
12:15 – 1:15	Learning Centers	Learning Centers	Learning Centers	Learning Centers	Learning Centers
1:15-1:45	Math & Science in class	Math & Science in class	Math & Science in class	Math & Science in class	Math & Science in class
1:45-2:00	Music and Movement/SEL	Remediation & Enrichment (Differentiated Instruction)	Music and Movement/SEL	Music and Movement/SEL	Music and Movement/SEL
2:00-2:30	Pack up, Goodbye Song, Dismissal	Pack up, Goodbye Song, Dismissal	Pack up, Goodbye Song, Dismissal	Pack up, Goodbye Song, Dismissal	Pack up, Goodbye Song, Dismissal

Closure 2:15-2:30

## Appendix C

### Curriculum for UPK classrooms – Lawrence School District 2023-2024

The UPK program follows the NYS Prekindergarten Learning Standards. The five domains of learning (Domain 1: Approaches to Learning, Domain 2: Physical Development and Health, Domain 3: Social and Emotional Learning, Domain 4A: Communication, Language and Literacy; Part A: Approaches to Communication; Domain 4B: Communication, Language and Literacy; Part B: English Language Arts and Literacy, Domain 5a: Cognition and Knowledge of the World: Mathematics, Domain 5b: Cognition and Knowledge of the World: Science, Domain 5c: Cognition and Knowledge of the World: Social Studies, Domain 5d: Cognition and Knowledge of the World: The Arts, Domain 5e: Cognition and Knowledge of the World: Technology Computer Science, and Digital Literacy) are incorporated into the teachers' planning and execution of these plans. Lesson plans are written in such a way as to assure that the five domains are addressed on a daily/weekly basis.

Valid and reliable benchmarks, based on NYS approved assessments, have been established, represent the standards for what Pre-K students should know and be able to do in order to be successful learners. These indicators are observable and demonstrative, and can be accomplished through play and active engagement within a rich and well-designed environment.

The St. Joseph program provides a well-designed, fully integrated curriculum. The child's social/emotional well-being and development is likewise integrated throughout the curriculum.

**ELA** – will be implementing the 7 Pre-K NYS Core Knowledge for Language Arts (Common Core Learning Standards) modules this year as well as following the Wilson “Foundations” program as well as implementing modules from the. Teachers also utilize the *Handwriting Without Tears* program.

Teachers include daily story telling/reading of a variety of genre, singing songs and finger plays. The children are encouraged to: question / answer questions and support answers and retell stories. The teachers help the children to make connections between the text and self and to talk about similarities between and among the stories that are read throughout the year.

**Mathematics** – follows the CC Pre-K Mathematics Map – *A Story of Units*, and will implement the available modules, which complement the CC Pre-K Mathematics Map .

Teachers work with the children to increase their ability to analyze, sort, count and classify to 5; basic shapes; compare and describe length, weight and capacity; write numerals to 5 as well as answer addition and subtraction stories to 10 and count to 20. The importance of

math is demonstrated each day as the children use their skills such as 1-1 correspondence and counting to set the table for lunch, determine how many children can go into a center or play a game, etc.

**Science and Social Studies** – are taught through an integration of topics in ELA and math. These topics include plants, animals and their habitats, families and community and famous people in American history.

**Physical Development and Health** – children have the opportunity to participate in physical education periods embedded in their daily schedule (including yoga and a tricycle course) as well as using the indoor and outside playgrounds. When at these playgrounds the children are able to explore their environments and make up games independently. The children practice yoga and participate in school-wide fitness activities.

**Social and Emotional Development** – the school has a well-organized SEL (social/emotional learning) curriculum, which extends to the Pre-K classrooms. Each month a different topic is highlighted. School-wide activities, such as read alouds and assemblies, and classroom activities support the monthly theme. These themes include respect for self and others, development of positive relations with peers, empathy, self-control, problem solving, manners, conflict resolution. The Sesame Street Brave, Resilient, Strong Program will be added as an additional 8 week SEL incentive.



## Appendix D

### St. Joseph's Universal Prekindergarten Program Behavioral Tiers and Suggested Interventions

<p style="text-align: center;"><b>Tier 1 Behaviors</b></p> <ul style="list-style-type: none"> <li>• Timid</li> <li>• Restless</li> <li>• Tattling</li> <li>• Fidgety</li> </ul>	<p style="text-align: center;"><b>Suggested Tier 1 Interventions</b></p> <ul style="list-style-type: none"> <li>• Allow child to participate when ready</li> <li>• Differentiate between tattling and reporting</li> <li>• Give child job to allow him/her to move around</li> <li>• Breaks and movement</li> <li>• Call to parent</li> <li>• Coordination between home and school regarding behaviors</li> </ul>
<p style="text-align: center;"><b>Tier 2 Behaviors</b></p> <ul style="list-style-type: none"> <li>• Talking Back</li> <li>• Impulsive</li> <li>• Cries Easily</li> <li>• Lying</li> <li>• Out of seat without permission</li> <li>• Difficulty in unstructured periods 40% of time</li> <li>• Disruptive</li> <li>• Speaking out of turn</li> <li>• Not listening 40% of time</li> </ul>	<p style="text-align: center;"><b>Suggested Tier 2 Interventions</b></p> <ul style="list-style-type: none"> <li>• Individual behavior modifications chart in which child chooses what to work for</li> <li>• Visual cues on desk</li> <li>• Preferential seating</li> <li>• Planned ignoring</li> <li>• Speaking with student privately</li> <li>• Use of verbal and nonverbal cues</li> <li>• Assigning a classroom responsibility</li> <li>• Positive phone call/note to guardian</li> <li>• Individual warnings</li> <li>• Call to parent</li> <li>• Coordination between home and school regarding behaviors</li> </ul>
<p style="text-align: center;"><b>Tier 3 Behaviors</b></p> <ul style="list-style-type: none"> <li>• Throwing objects</li> <li>• Eloping</li> <li>• Bullying</li> <li>• Very disruptive (impeding on classroom instruction)</li> <li>• Extreme verbal outbursts</li> <li>• Destruction of school property</li> <li>• Difficulty transitioning</li> <li>• Shows no remorse</li> <li>• Abusive language</li> <li>• Hitting classmates/teachers</li> </ul>	<p style="text-align: center;"><b>Suggested Tier 3 Interventions</b></p> <ul style="list-style-type: none"> <li>• Crisis intervention</li> <li>• School social group</li> <li>• Individual school counseling</li> <li>• Intense individual behavior plan with home support</li> <li>• Outside counseling</li> <li>• Functional Behavioral Analysis</li> <li>• Behavioral Intervention Plan</li> <li>• Encourage involvement in community programs</li> <li>• Truncated day (if full day program) or removal from program</li> <li>• Call to parent</li> <li>• Coordination between home and school on options for alternative placement.</li> </ul>

*Created by Pamela Renneisen, Director UPK Programs  
Adapted from the NYS Pyramid*



Enclosure V111.E.1.ff  
Organizational Meeting  
July 13, 2023

## Excess Workers Compensation Quotation Sheet

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2023

Insured: Lawrence Union Free School District

Quote Date: 06/13/2023

Policy #: EWC009710

Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS					
	0246483	0246569				
Named States	NY	NY				
<b><u>SPECIFIC:</u></b>						
Specific Limit	STATUTORY	STATUTORY				
Specific Retention	\$1,100,000	\$1,200,000				
<b><u>EMPLOYERS LIABILITY:</u></b>						
Employers Liability Limit	\$1,000,000	\$1,000,000				
Employers Liability Retention	See Specific	See Specific				
<b><u>AGGREGATE:</u></b>						
Aggregate Limit	NA	NA				
Aggregate Retention	NA	NA				
Estimated Aggregate Retention	NA	NA				
Minimum Aggregate Retention	NA	NA				
<b><u>RATING BASE:</u></b>						
Est. Annual Payroll	\$34,893,220	\$34,893,220				
Est. Annual Manual Premium	\$189,408	\$189,408				
Length of Policy (Years)	1.000000	1.000000				
Est. Policy Normal Premium	\$189,408	\$189,408				
Rate per \$100 of Payroll	0.2292	0.2089				
<b><u>PREMIUM:</u></b>						
Total Est Policy Prd Premium (including Flat Charges)	\$79,975	\$72,892				
Policy Minimum Premium	\$71,978	\$65,603				
Deposit Premium	\$79,975	\$72,892				
Deposit Flat Charge(s)	NA	NA				
<b><u>Total Deposit Due</u></b>	\$79,975	\$72,892				
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$2,399	\$2,187				
Commission	20%	20%				

### CONDITIONS / COMMENTS:

\* MECC must be notified of any aircraft changes occurring during the policy period.

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2023

Insured: Lawrence Union Free School District

Quote Date: 06/13/2023

Policy #: EWC009710

Quote Expiration Date: 60 Days

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The following endorsements apply to all quote options:

CMB-11	Amendment to Schedule Item 11
CMB-199	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-260	Authorized Volunteers
ISI-261	Voluntary Compensation
CMB-NY	New York
CMB-NY-ACK	New York Acknowledgement
CMB-NY-NOT	Notice to Policyholder
CMB-NY-NOT-SXS	Notice to Policyholder

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is shown below, and does not include any charges for the portion of losses covered by the United States government under the Act.

Quote Option	<u>0246483</u>	<u>0246569</u>
TRIA Charge:	\$2,399	\$2,187
	<u>          </u>	<u>          </u>

Name of Insurer: Midwest Employers Casualty Company

Name of Insured: Lawrence Union Free School District



Endorsement Effective:

Policy No.:

Named Insured:

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Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium:  
(a) Experience Modification Factor:  
(b) Other Modification Factor:  
Normal Premium:

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Authorized Volunteers Endorsement

It is hereby agreed and understood that coverage is added to this Policy for volunteers shown in the listing below.

**A. How This Coverage Applies**

1. This coverage applies to bodily injury by accident and bodily injury by disease. Bodily injury includes resulting death.
2. The bodily injury must be sustained by a volunteer included in the group of volunteers described in the listing below.
3. The bodily injury must occur in the course of volunteer work necessary or incidental to your operations in a State listed in Schedule Item 3.
4. The bodily injury must occur in a State as defined under Section G. State, of the General Section of this Policy or elsewhere if the volunteer is temporarily working outside of the United States of America for you for less than ninety (90) days.
5. Bodily injury by accident must occur during the Policy Period.
6. Bodily injury by disease must be caused or aggravated by the conditions of your operations. The volunteer's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

**B. Our Specific Indemnity**

We will indemnify you for Loss paid by you in excess of your Specific Retention for benefits that would have been required if you and the volunteers described in the listing were subject to the Workers' Compensation Law of a State listed in Schedule Item 3. We will indemnify you for those amounts paid by you to the volunteers in the listing as if they were entitled to them under the law.

**C. Exclusions**

This Authorized Volunteers Endorsement does not cover:

1. Any obligation imposed by any Workers' Compensation Law or any similar law.
2. Any loss that would have been excluded under Part One of this Policy if your volunteers shown in the listing below would have been subject to the Workers' Compensation Law for the applicable State named in Schedule Item 3.

Endorsement Effective:

Policy No.:

Named Insured:

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**D. Before We Indemnify**

Before we indemnify you for Loss paid by you under the terms of this endorsement, the person(s) entitled to the benefits of this insurance must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to you their right to Recovery from others who may be responsible for the injury or death.
3. Cooperate with you, and do everything necessary to enable you to enforce the right of Recovery from others.

If the person(s) entitled to the benefits of this insurance fail to do these things, our duty to indemnify you ends at once. If they claim damages from you or from us for the injury or death, our duty to indemnify you ends at once.

**E. Recovery**

All parts of Section K. Recovery of Part Four – Claims, of this Policy will apply.

**F. Premium**

Part Five – Premium, Section D. Payroll is amended to read as follows:

D. Payroll means the gross pay of your Employees for the Policy Period plus other amounts and items received by your Employees as part of their pay for the Policy Period. Payroll also includes:

1. Gross pay plus other amounts and items received by your officers if covered under this policy.
2. The contract price for materials and services performed by any individual deemed to be your Employee for liability purposes under the Workers' Compensation Law, if you do not have Payroll records for this individual, and
3. Assigned Payroll attributed to volunteers both for whom you are legally obligated to provide workers' compensation benefits and those designated in the listing below. Assigned Payroll means for volunteers other than volunteer firefighters and volunteer police officers, the federal minimum hourly wage as of the effective date of this Policy multiplied by the hours worked by the volunteers, unless the work performed by the volunteers is similar to work performed by a paid Employee who is receiving more than the federal minimum hourly wage, in which event the wage reported for the volunteer worker shall be the same as the wage reported for the paid Employee.

For volunteer firefighters or volunteer police officers, the greater of \$12,500 per year or the same wage as reported for a paid Employee performing similar work shall be included in payroll for each such volunteer firefighter or volunteer police officer.



Endorsement Effective:

Policy No.:

Named Insured:

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Duties performed by volunteers shall be assigned to the classification code which the duties would be assigned to if performed by regular Employees.

No amount is included in Assigned Payroll for any volunteer worker who is not covered under the Workers' Compensation Law unless designated in the listing below.

Listing of Authorized Volunteers

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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New York Endorsement

This endorsement applies only to the coverage provided by this Policy because New York is named in Item 3 of the Schedule Page.

I. Item 4 of Section G. Your Specific Claims Reporting Duties of Part Four of this Policy is amended as follows:

4. **Consequence of Your Failure to Send Us a Timely First Notice of Loss.** If we are not provided written notice as required herein, we will not indemnify you for the payments you make in excess of your Retention, unless it is shown not to have been reasonably possible to give such notice within the prescribed time and the notice was given as soon as was reasonably possible.

The failure to give notice within the time prescribed by this Policy shall not invalidate any claim made by you, an injured person or any other claimant, unless such failure to provide timely notice has prejudiced us.

II. Section G. Your Specific Claims Reporting Duties of Part Four of this Policy is amended to add Item 5 as follows:

5. Written notice given by you or on your behalf to us or any of our licensed agents in the state of New York, with the particulars sufficient to identify you, shall be deemed notice on us.

III. Item 4 of Section N. Commutation by Mutual Agreement of Part Four of this Policy is amended as follows:

4. If the commuted value determined by the appraiser above is not acceptable to both parties, they shall either abandon the commutation effort or agree to settle any difference using a panel of three actuaries, one to be chosen by each party, and a third chosen by the two so chosen. If the two actuaries fail to agree on the selection of a third actuary within sixty (60) days of their appointment, each of them shall name two, of whom the other shall decline one and the decision shall be made by drawing lots. All the actuaries shall be regularly engaged in the valuation of workers' compensation claims and shall be Fellows or Associates in the Casualty Actuarial Society. None of the actuaries shall have a financial interest in nor be a current or former employee of the parties, and all of the actuaries shall be disinterested in the outcome of the commutation.

Each party shall submit its case to its actuary within sixty (60) days of the appointment of the third actuary. The decision in writing of any two actuaries (from the panel of three), when filed with the parties hereto shall be final and binding on both parties and we shall pay the amount so determined to be the commuted value of the Claim or Claims. The expense of the actuaries and of the commutation shall be equally divided between both parties. Said commutation shall take place in a New York location or as mutually agreed upon by the parties. Any commutation will require the approval of the New York Workers' Compensation Board. Subsequent disputes, if any, will not be under the purview of the New York Workers' Compensation Board.

IV. Section C. Bankruptcy or Insolvency of Part Six of this Policy is amended to read as follows:

- C. Bankruptcy or Insolvency.** In the event of your bankruptcy or insolvency or of your failure or default to comply with your obligations under the Workers' Compensation Law, we shall become jointly liable with you for any loss incurred under this Policy, which exceeds the Retention stated in the Schedule Page. In such event, the Chair of the Workers' Compensation Board or the Workers' Compensation Board may require us to pay indemnities under this Policy to someone other than you including, but not limited to the claimant, the Chair, the Aggregate Trust Fund, or any other Special Fund provided by law. Such payment will release us from liability to you to the same extent as if such indemnity had been made to you.

Endorsement Effective:

Policy No.:

Named Insured:

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In the event of your bankruptcy or insolvency or of your failure or default to comply with your obligations under the Workers' Compensation Law, the Chair of the Workers' Compensation Board will be subrogated to all of your rights under this Policy.

Nothing in this Condition will be construed to give a claimant a direct right of action against us.

V. Section I. Cancellation of Part Six of this Policy is amended to read as follows:

**I. Cancellation and Non-Renewal.**

1. Cancellation. During the first sixty (60) days this Policy is initially in effect, except for the discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim thereunder; no cancellation shall become effective until twenty (20) days after written notice is mailed or delivered to you at the mailing address shown in Item 2 of the Schedule Page and to your authorized agent or broker. In the event that the Policy is cancelled for nonpayment of premium, then notice of cancellation shall be sent informing you of the amount due and the cancellation shall not become effective until ten (10) days after the notice of cancellation is served on you and filed with the Office of the Chair.

After this Policy has been in effect for sixty (60) days unless cancelled pursuant to the paragraph above, or on or after the effective date if this Policy is a renewal, no notice of cancellation shall become effective until fifteen (15) days after written notice is mailed or delivered to you and to your authorized agent or broker, and such cancellation is based on one or more of the following with respect to this Policy:

- a. Nonpayment of premium provided, however, that a notice of cancellation on this ground shall inform you of the amount due and the cancellation shall not become effective until ten (10) days after the notice of cancellation is served on you and filed with the Office of the Chair;
- b. Conviction of a crime arising out of acts increasing the hazard insured against;
- c. Discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim thereunder;
- d. After issuance of the Policy or after the last renewal date, discovery of an act or omission, or a violation of any Policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current Policy Period;
- e. Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed;
- f. A determination by the superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interests of our policyholders, its creditors or the public; or
- g. A determination by the superintendent that the continuation of the Policy would violate, or would place us in violation of, any provision of this chapter.

A notice of cancellation should be filed by certified or registered mail at least thirty (30) days prior to the effective date of cancellation with the Office of the Chair of the Workers' Compensation Board, 328 State Street, Schenectady, New York 12305-2318.

2. Non-Renewal. This Policy shall remain in full force and effect pursuant to the same terms, conditions and rates unless written notice is mailed or delivered by us to you, at the address shown in Item 2 of the Schedule Page, and to your authorized agent or broker, indicating our intention:

Endorsement Effective:

Policy No.:

Named Insured:

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- a. Not to renew this Policy; or
- b. To condition its renewal upon change of limits, change in type of coverage, reduction of coverage, increased retention or addition of exclusion, or upon increased premiums in excess of ten percent (exclusive of any premium increase generated as a result of increased exposure units, or as a result of experience rating, loss rating, retrospective rating or audit), except that we may also, consistent with regulations promulgated by the superintendent, condition its renewal upon requirements relating to the underlying coverage, in which event the conditional renewal notice shall be treated as an effective notice of non-renewal if such requirements are not satisfied as of the later of the expiration date of this Policy or sixty (60) days after mailing or delivery of such notice; or
- c. That this Policy will not be renewed or will not be renewed upon the same terms, conditions or rates; such alternative renewal notice must be mailed or delivered on a timely basis and advise the insured that a second notice shall be mailed or delivered at a later date indicating our intention as specified in subparagraph (a) or (b) of this Section and that coverage shall continue on the same terms, conditions and rates as the expiring Policy, until the later of the expiration date or sixty (60) days after the second notice is mailed or delivered; such alternative renewal notice also shall advise you of the availability of loss information pursuant to subsection (g) of New York Insurance section 3426 and, upon written request, we shall furnish such loss information within ten (10) days consistent with the provisions of such subsection.

The notice required shall be mailed or delivered at least thirty (30), but not more than one hundred twenty (120), days in advance of the expiration date of this Policy.

All paragraphs in this subsection shall not apply when you, an agent or broker authorized by you, or another insurer of yours has mailed or delivered written notice that this Policy has been replaced and is no longer desired.

VI. Part Six is amended to add the following sections:

K. In the event you cannot be located to proceed before the Workers' Compensation Board, we agree that:

1. Notice or knowledge of the occurrence of the injury by you is deemed notice or knowledge by us, subject to the terms and conditions of this Policy;
2. We agree to be bound by and subject to the orders, findings, decisions or awards rendered against you by the Workers' Compensation Board for payment or compensation under Workers' Compensation Law as limited by and in accordance with the terms and conditions of this Policy (and subject to the applicable Retention) for the amount of the judgment, after the applicable Retention, but in no event shall our obligation exceed this Policy's applicable Limit of Liability;
3. Where a judgment against you remains unsatisfied at the expiration of thirty (30) days from the serving of notice of entry of judgment upon you or your attorney, and upon us, then an action may, except during a stay or limited stay of execution against you on such a judgment, be maintained against us subject to the terms and conditions of this Policy (and subject to the applicable Retention) for the amount of the judgment, after the applicable Retention, but in no event shall our obligation exceed this Policy's applicable Limit of Liability; provided however, we will not pay an injured employee directly or indirectly for amounts within your Retention in the event you fail to make such payments on your own. Furthermore, an employee of yours may not make a direct claim against us for amounts covered in this Policy in the event of your insolvency or termination of operations.

Endorsement Effective:

Policy No.:

Named Insured:

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- L. This Policy covers you for all Employees employed during the Policy Period provided the compensable injury or death happened during the Policy Period and subject to all other terms and conditions of this Policy.
  - M. This Policy does not cover any obligation imposed upon you by Article 9 of the Workers' Compensation Law of New York or by any provision amending or supplementing Article 9.
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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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New York Endorsement

This endorsement applies only to the coverage provided by this policy because New York is named in Item 3 of the Schedule Page.

**I. NEW YORK ENDORSEMENT ACKNOWLEDGEMENT**

You acknowledge that:

1. Claim expenses are a part of the Loss.
2. The Limits of Liability contained in this Policy shall be reduced and may be completely exhausted by claim costs, and to the extent that Limits of Liability are exceeded, we shall not be liable for claim costs or for the amount of any judgment or settlement in excess of the Limits of Liability shown in the Schedule Page.
3. Legal defense costs may be subject to the Retentions shown in the Schedule Page.

**ACKNOWLEDGED BY INSURED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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This endorsement applies only to the coverage provided by this Policy because New York is named in Item 3 of the Schedule Page.

## **NOTICE TO POLICYHOLDER**

**The Specific Limit of Employers Liability Excess Indemnity shown in Items 7(b) or 8(b) of the Schedule Page, whichever is applicable, is the maximum amount we will indemnify you under Part Two of this Policy for each accident or each Employee for disease. You will be solely responsible to pay any Loss under Part Two that you are liable for that is in excess of the Specific Limit for Part Two, without reimbursement from us, notwithstanding prior exhaustion of your Specific Retention.**

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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This endorsement applies only to the coverage provided by this Policy because New York is named in Item 3 of the Schedule Page.

## **NOTICE TO POLICYHOLDER**

**The Specific Limit of Workers' Compensation Excess Indemnity shown in Items 7(a) or 8(a) of the Schedule Page, whichever is applicable, is the maximum amount we will indemnify you under Part One of this Policy for each accident or each Employee for disease. You will be solely responsible to pay any Loss under Part One that you are liable for that is in excess of the Specific Limit for Part One, without reimbursement from us, notwithstanding prior exhaustion of your Specific Retention.**

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

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Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in your Policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

- A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is: \$\_\_\_\_\_ and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Voluntary Compensation Endorsement

It is hereby agreed and understood that Voluntary Compensation coverage is added to this Policy.

**A. How This Coverage Applies**

1. This coverage applies to bodily injury by accident and bodily injury by disease. Bodily injury includes resulting death.
2. The bodily injury must be sustained by an Employee included in the group of Employees described in the listing below that are normally employed by you in a State listed in Schedule Item 3.
3. The bodily injury must occur in the course of employment necessary or incidental to work in a State listed in Schedule Item 3.
4. The bodily injury must occur in a State as defined under Section G. State, of the General Section of this Policy or elsewhere if the Employee is temporarily working outside of the United States of America for you for less than ninety (90) days.
5. Bodily injury by accident must occur during the Policy Period.
6. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The Employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

**B. Our Specific Indemnity**

We will indemnify you for Loss paid by you in excess of your Specific Retention for benefits that would be required of you if you and your Employees described in the listing were subject to the Workers' Compensation Law of a State listed in Schedule Item 3. We will indemnify you for those amounts paid by you to the volunteers who would be entitled to them under the law.

**C. Exclusions**

This Voluntary Compensation Endorsement does not cover:

1. Any obligation imposed by any Workers' Compensation Law or any similar law.
2. Any loss that would have been excluded under Part One of this Policy if your Employees shown under the schedule below would have been subject to the Workers' Compensation Law for the applicable State named in Schedule Item 3.

Endorsement Effective:

Policy No.:

Named Insured:

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**D. Before We Indemnify**

Before we indemnify you for Loss paid by you under the terms of this endorsement, the person(s) entitled to the benefits of this insurance must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to you their right to Recovery from others who may be responsible for the injury or death.
3. Cooperate with you, and do everything necessary to enable you to enforce the right of Recovery from others.

If the person(s) entitled to the benefits of this insurance fail to do these things, our duty to indemnify you ends at once. If they claim damages from you or from us for the injury or death, our duty to indemnify you ends at once.

**E. Recovery**

All parts of Section K. Recovery of Part Four – Claims, of this Policy will apply.

Listing of Employees

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



### **HEALTHCARE AGREEMENT**

This supplemental healthcare personnel Agreement [hereinafter "Agreement"], dated 7/10/2023 made and entered between Lawrence UFSD ("Client"), and **US Medical Staffing, LLC** (hereinafter "Agency") for the 2023/2024 school year.

WHEREAS, Client operates School District requiring Supplemental Staff.

WHEREAS, The Agency is a staffing company with the ability to provide supplemental Healthcare personnel [hereinafter "Supplemental Staff"] for the purpose of providing health services to patients of District; and

1. Term: This Agreement shall commence when signed by both authorized representatives of the District and The Agency and shall continue indefinitely, unless sooner terminated as provided herein for the 2023-2024 school year.
2. Standard of Performance: In performing its obligations under this Agreement, The Agency shall act in good faith and with reasonable diligence. District and The Agency agree and acknowledge that their mutual goal is for District to provide quality health care to patients of District in a professional, efficient and economic manner and that District has entered into this Agreement with The Agency for the purpose of providing such health care to its patients.

#### **Purpose of Agreement:**

This Agreement is entered into in order to provide District with supplemental staffing of healthcare professionals commensurate with District need for said services. The Agency shall use its best efforts to provide healthcare professionals to furnish sufficient full and part-time Supplemental Staff to District. All Supplemental Staff engaged under this Agreement shall render their services to the District pursuant to the instruction and direction of District's administration to whom they shall report. All Supplemental Staff shall be subject to all applicable policies and procedures of District.

3. Obligations of The Agency

- a. The Agency agrees that it shall ensure that all Supplemental Staff provided to District are fully familiar with District's policies, District's job description, District's protocols and established standards of care. However, any onsite orientation of Supplemental Staff shall be the District's responsibility.
- b. The Agency shall insure that all Supplemental Staff are appropriately licensed or certified and registered to practice as a healthcare professional.
- c. The Agency shall ensure that all Supplemental Staff have complied with the Immigration Reform and Control Act of 1986. The Agency shall provide the District with satisfactory evidence of such compliance for each healthcare professional.
- d. The Agency hereby warrants and represents that it has performed a reasonable and prudent background investigation of all Supplemental Staff, including requiring that each applicant disclose any conviction whether criminal or any other offence, in their initial employment application.
- e. Prior to the assignments of its employees, the agency will supply proof of NYSED fingerprint clearance for all supplemental staff.

4. The Agency Compliance: The Agency further warrants and represents that Supplemental Staff provided to District hereunder shall be oriented as set forth herein and has been advised of the pertinent conditions of this agreement and has agreed to be bound thereby.

5. Payment:

- a. District agrees to compensate The Agency in the amount based upon the attached Addendum A.
- b. Payment due under this Agreement shall be made to The Agency within 60 days after receipt of valid invoice from The Agency by District. If payment is made more than 90 days after receipt, a late fee of 5% of the total amount will be charged. If payment is made within 30 days after receipt, a discount of 0.5% will be granted.
- c. Payment for orientation time for Supplemental Staff shall be paid by the District.
- d. A signature on The Agency's time slip by any employee of the District affirms acceptance by the District of the hours worked. Further, the signed time slip serves as a binding contract requiring the District to pay all fees due to The Agency based on the hours indicated.
- e. District agrees that all Supplemental Staff working on all District recognized holidays would receive overtime pay rates

(time and a half).

- f. The Agency incurs substantial recruiting, screening, administrative and marketing expenses in connection with employees assigned by The Agency to that District. District agrees that if District hires any of The Agency employee without agreement from The Agency, District will pay a conversion fee equal to 40% of that employee's annual salary, if employee is hired within 180 days of last date of scheduled employment through The Agency.
  - g. The District agrees that our employees working at that District cannot be permitted to work at their District by converting to another agency's payroll unless agreed to by The Agency
  - h. The District agrees to pay The Agency for four (4) hours of work when the District cancels a work order in less than two (2) hours prior to the start of the shift assignment.
6. District Approval: The selection and employment or retention of any Supplemental Staff to provide services here under, shall be at all times subject to the approval of the District.
7. Records:  
The Agency agrees that all Supplemental Staff will maintain individual patient charts in accordance with Federal, State, and Local law. The Agency specifically acknowledges that all patient charts and medical records are the property of The District. The District shall make available to Supplemental Staff under this agreement, for review and inspection, upon reasonable request, individual patient treatment records necessary for the proper evaluation and treatment of only those patients who require supplies and/or services prescribed by a licensed physician. The Agency agrees that all Supplemental Staff shall maintain the confidentiality of such medical records in accordance with applicable law (HIPAA).
8. Involuntary/Voluntary Termination: This Agreement may be terminated by either party with or without cause, by giving thirty (30) days written notice of its intention to withdraw from this Agreement.
9. Independent Contractors:
- a. The Agency and District's relationship during the term of this Agreement shall be that of an independent contractor, and the amounts being paid hereunder shall not be subject to withholding taxes or other employment taxes as required both with respect to compensation paid by an employer to an employee.
  - b. Neither party is authorized or permitted to act as an agent or employee of the other.

10. Reciprocal Insurance and Indemnification:

- a. The Agency and District agree to indemnify, defend, and hold each other harmless, including their officers, directors, employees and agents, from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorney's fees), arising out of breach of this agreement. This indemnification shall apply regardless of whether the claim in question is asserted after the termination of this Agreement.
- b. The Agency covenants and represents that throughout the term of this Agreement it will maintain, at its sole cost, a professional liability occurrence insurance policy with coverage amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering of all Supplemental Staff provided to District. The premiums with respect to such malpractice insurance shall be paid by The Agency. The Agency's policy and such insurance shall require thirty (30) days prior written notice to the District in the event of termination, cancellation, or a material change in any such policy. The Agency shall provide District with a current and valid Certificate of Insurance, which evidences such insurance coverage prior to the Effective Date of this Agreement and within ten (10) days to any renewal or extension thereof. In addition, The Agency shall provide The District with proof of workman's compensation insurance for all Supplemental Staff.

11. Miscellaneous:

- a. Choice of Laws: This Agreement is made and entered into in the state District is located and shall be governed and constructed in accordance with the laws of this state without giving effect to the principles of conflicts of laws.
- b. Compliance: District agrees that it shall ensure that it abides by all accepted professional standards, accreditation and all applicable Federal, State, or Local laws and administrative regulations.
- c. Responsibility for Service: Notwithstanding any other provision in this Agreement, District remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and Local statutes, rules, and regulations.
- d. Anti-Discrimination: Both parties to this Agreement agree to comply with the Title VI of the Civil Rights Act of 1964 and with Section 504 of the Rehabilitation Act.
- f. Amendment: This Agreement shall not be changed, modified or amended except by a written Agreement signed by the parties hereto, and this Agreement may not be discharged except by performance in accordance with its terms or as otherwise provided herein.

g. Counterparts: This Agreement may be executed in counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12. Entire Agreement: This Agreement constitutes the entire Agreement between them with respect to the subject matter hereof and supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, District and The Agency have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

**By Lawrence UFSD**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**By US MEDICAL STAFFING**

Name CHRISTINE MARCO

Signature Christine Marco

Title DIRECTOR

Date: 7/10/23



**ADDENDUM A**  
**Lawrence UFSD**

<u>Specialties</u>	<u>Hourly Rate</u>
<b>RN</b>	<b>\$58.00/hourly</b>
<b>LPN</b>	<b>\$42.00/hourly</b>
<b>Certified Nurse's Aide</b>	<b>\$32.00/hourly</b>
<b>Teacher's Aide</b>	<b>\$32.00/hourly</b>

By: Lawrence UFSD

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By: US MEDICAL STAFFING

Name CHRISTINE MARCO

Signature Christine Marco

Title DIRECTOR

Date 7/10/23

**LONG TERM 1:1 ASSIGNMENTS SCHOOL YEAR 2023-2024**

Us Medical Staffing requires a \$20,000 cap on accounts payable from District unless otherwise negotiated.

Temp to perm conversion terms are 900 working hours at which time temp may be transferred on to the facilities payroll with no additional temp fee charges. Should District decide to hire said employee (on or after completion of 900 hours) as a permanent staff member, any outstanding temp invoices will be in accordance of contract.

Written notice for perm conversion must be submitted to US Medical Staffing via email. If employee transfer from temp to per is requested prior to 900 working hours, US Medical Staffing will prorate a conversion fee based on number of hours completed. Conversion fee is calculated at 15% of employee's annual salary at District.



Enclosure V111.E.1.hh  
Organizational Meeting  
July 13, 2023

## Services Agreement Reinstatement

**Name of Employer: Lawrence Union Free School District**

The Services Agreement for the fiscal year Jul 1, 2022 – Jun 30, 2023, entered into by your organization and U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) is hereby reinstated and amended for the fiscal year Jul 1, 2023 - Jun 30, 2024, with the fee schedule set forth below. This Services Agreement Reinstatement will be effective on July 1, 2023, unless OMNI/TSA is notified in writing by your organization of non-renewal of the Services Agreement with below fee schedule prior to 7/1/23.

### FEE SCHEDULE FOR 2023-2024 YEAR

**Billing Type: Preferred Provider Program (P3) P3 - Limited**

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		\$1,500.00	\$1,500.00
<u>Non-P3 Service Provider 403(b)*</u>	12	\$36.00	\$432.00
<u>457(b) Accounts</u>	0	\$36.00	Included
<u>Vanguard Accounts**</u>	0	\$36.00	\$ .00
<b>Total 2023-2024</b>			<b>\$1,932.00</b>

*\*Includes 403(b) ROTH Accounts if allowed*

*\*\*If Vanguard is a participating service provider in Employer's plan the Employer shall be responsible for applicable TPA fees. For Billing Type P3 Limited, Vanguard is ineligible for new accounts. For Billing Types P3 – Flexible & P3-Open, Vanguard is eligible for new accounts.*

US Omni & TSACG Compliance Services, Inc

NY-Lawrence Union Free School District-#236

Brad Hope, Managing Partner

Printed Name, Title

Date May 25, 2023

Printed Name, Title

Date \_\_\_\_\_

**Please return a signed copy by July 1, 2023**

This is not an Invoice. Please do not remit payment until the invoice is provided in July.

**Sara Austein**

This agreement is entered into this **day of July 1<sup>st</sup>, 2023** by and between the Board of Education of Lawrence Union Free School District ("Board") and **Sara Austein** Social Security No. [REDACTED] hereinafter called the Independent Contractor (Consultant).

**CONSULTANT SERVICES** Board engages the services of Consultant to provide special education instructional services to be performed by Consultant for the term set forth below.

**TERM** The term of this Agreement shall commence on **July 1<sup>st</sup>, 2023** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30<sup>th</sup>, 2024**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement. The Consultant agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant in relation to the performance of this Agreement.

Consultant shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District and/or while providing services as indicated pursuant to this Agreement.

Consultant shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant shall provide the District with appropriate proof of clearance for employment by the New York State Education Department.

**PLACE OF EMPLOYMENT** It is understood and agreed that the Consultant shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **July 1<sup>st</sup>, 2023** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant **hourly** rate of \$ **82.00**. The Consultant shall be required to work each day the private school is open. The Consultant shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant.

**SUPPLIES** Consultant will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant shall furnish to the Board prior to executing this Agreement, and shall maintain throughout the term of this Agreement, a valid and appropriate certificate as defined by the Regulations of the Commissioner of Education for Consultant to provide special education services in the State of New York as well as any license as is required by the State of New York.

Consultant represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**; this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant.

**The parties agree that Consultant's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant.**

**RELATIONSHIP BETWEEN PARTIES** Consultant is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant shall be free to dispose of such portion of her entire time, energy and skill as Consultant is not obligated to devote hereunder to the Board as Consultant sees fit and to such persons, firms or organizations as Consultant deems advisable. Consultant shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance or unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his designee and shall be subject to the general right of the Superintendent of Schools of inspection and supervision to secure the satisfactory completion thereof. Consultant is not to be considered an agent or employee of the Board for any purpose and Consultant is not entitled to any benefits that the Board provides to employees. Consultant will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By:   
Consultant - Sarah Austein

Date 6/8/23

By: \_\_\_\_\_  
Superintendent – Dr. Ann Pedersen

Date \_\_\_\_\_

By: \_\_\_\_\_  
BOE President – Murray Forman

Date \_\_\_\_\_

Leora Berkowitz

This agreement is entered into this First day of July 2023 by and between the Board of Education of Lawrence Union Free School District (Lawrence) and Leora Berkowitz Social Security No. --[REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay \$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student to the Consultant for the performance of said services during the period from July 2023, through June 2024 or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: Occupational therapy services, treatment sessions, evaluations, consultations, meetings and screenings.

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a monthly basis (by the 10<sup>th</sup> of the following month) to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service. The provider must take a half hour (1/2) break after six (6) hours and work no more than sixteen (16) sessions in one day.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.

10. The Consultant must have been fingerprinted and approved to provide services.
11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.



The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

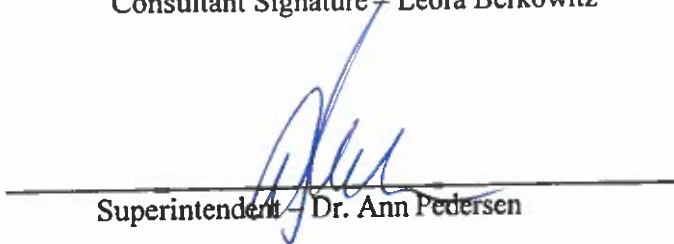
Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.



Consultant Signature - Leora Berkowitz

7/11/23

Date



Superintendent - Dr. Ann Pedersen

7/11/23

Date

\_\_\_\_\_  
Board President - Murray Forman

\_\_\_\_\_  
Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

**Leora Berkowitz**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

A)

- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
- 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any Information regarding any Medicaid claims reassigned by the Provider.
- 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.

C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: Leora Berkowitz

Address:

City:

T

ate: NY

Zip: 11598

Date Signed: 7/1/23

## STATEMENT OF REASSIGNMENT

Leora Berkowitz

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,
- 3 to comply with all the rules and policies as described in your contract with the school district, and
- 4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

7/1/23

(Date)

Leora Berkowitz

(Outside Contract Service Provider's Signature)

**Lawrence Union Free School District**

School District (under contract with): List additional ones on back of this form.)

**Jennifer Bernstein**

This agreement is entered into this **First day of July 1, 2023** by and between the Board of Education of Lawrence Union Free School District (Lawrence) and **Jennifer Bernstein** Social Security No [REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay **\$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student** to the Consultant for the performance of said services during the period from **July 2023**, through **June 2024** or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: **Physical therapy services, treatment sessions, evaluations, consultations, meetings and screenings.**

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a **monthly** basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.
10. The Consultant must have been fingerprinted and approved to provide services.

11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

  
 \_\_\_\_\_  
 Consultant Signature – Jennifer Bernstein

6/7/23  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Superintendent – Dr. Ann Pedersen

6/27/23  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 BOE President – Murray Forman

\_\_\_\_\_  
 Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

**Jennifer Bernstein**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: NY

Zip: 11516

Tel: \_\_\_\_\_

Date Signed: 6/7/23

Please list the School District(s) under contract with on the back of this form.

## STATEMENT OF REASSIGNMENT

**Jennifer Bernstein**

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,
- 3 to comply with all the rules and policies as described in your contract with the school district, and
- 4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

6/7/23

(Date)



(Outside Contract Service Provider's Signature)

**Lawrence Union Free School District**

School District (under contract with): List additional ones on back of this form.)



Suzanne Crane

This agreement is entered into this **First day of July 2023** by and between the Board of Education of Lawrence Union Free School District (Lawrence) and **Suzanne Crane** Social Security No. --[REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay **\$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student** to the Consultant for the performance of said services during the period from **July 2023**, through **June 2024** or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: **Physical therapy services, treatment sessions, evaluations, consultations, meetings and screenings.**

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a **monthly** basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service. The provider must take a half hour (1/2) break after six (6) hours and work no more than sixteen (16) sessions in one day.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.

10. The Consultant must have been fingerprinted and approved to provide services.
11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

*Suzanne Crane*

6/14/23

\_\_\_\_\_  
Consultant Signature – Suzanne Crane

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent – Dr. Ann Pedersen

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
BOE President – Murray Forman

\_\_\_\_\_  
Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

**Suzanne Crane**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any Information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: Suzanne Crane

Address:

City:

State: NY Zip: 11598

Date Signed: 6/14/2023

Please list the School District(s) under contract with on the back of this form.

## STATEMENT OF REASSIGNMENT

**Suzanne Crane**

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,
- 3 to comply with all the rules and policies as described in your contract with the school district, and
- 4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

6/14/2023

(Date)

*Suzanne Crane*

(Outside Contract Service Provider's Signature)

**Lawrence Union Free School District**

School District (under contract with): List additional ones on back of this form.)

**Renee Englander**

This agreement is entered into this First day of July 2023 by and between the Board of Education of Lawrence Union Free School District (Lawrence) and Renee Englander Social Security No.            herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay \$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student to the Consultant for the performance of said services during the period from July 2023, through June 2024 or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: Speech/Language therapy services, treatment sessions, evaluations, consultations, meetings and screenings.

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a monthly basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.
10. The Consultant must have been fingerprinted and approved to provide services.

11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one, one hour weekly meeting, without fee compensation. Failure to attend can result in possible termination.
22. The Consultant will agree to attend CSE meetings and/or evaluated a student at a rate of \$41.00 per ½ hour.
23. The Consultant must obtain an NPI number and submit all necessary Medicaid documentation without compensation.
24. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant

  
\_\_\_\_\_  
Consultant Signature Renee Englander

6/20/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent Dr. Ann Pedersen

6/27/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
BOE President – Murray Forman

\_\_\_\_\_  
Date



**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid  
SSHSP Program under Title XIX of the Social Security Act

**Renee Englander**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

A)

- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
- 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
- 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

T \_\_\_\_\_

State: NY

Zip: 11598

Date Signed: \_\_\_\_\_

Please list the School District(s) under contract with on the back of this form.

## STATEMENT OF REASSIGNMENT

**Renee Englander**

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,
- 3 to comply with all the rules and policies as described in your contract with the school district, and
- 4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

6/20/23

(Date)



(Outside Contract Service Provider's Signature)

**Lawrence Union Free School District**

School District (under contract with): List additional ones on back of this form.)

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**AGREEMENT** made the first day of July 1, 2021, between Hebrew Academy for Special Children, Inc. (the Approved Special Education Provider, the "ASEP") and the Lawrence Public Schools (the Local Education Agency, the "LEA"). The term of this Agreement shall be for the grant years 2021-2023.

**FIRST:** New York State has adopted legislation (the "Flow-Through Law") amending the manner in which Federal IDEA flow-through funds ("Part B Funds") are allocated to providers of services to students with disabilities. Pursuant to the Flow-Through Law, the LEA will now sub-allocate Part B Funds received from New York State to the ASEP, as provided for the Sections 611 and 619 of the IDEA-ARP.

**SECOND:** In order to receive payment for the services rendered under this Agreement, the ASEP must complete all required forms in a timely manner, including, but not limited to, the SEDCAR-1 form (annexed hereto as Exhibit 1). The ASEP shall receive payment from the LEA on a per student basis, based upon the total number of students so indicated in the SEDCAR-1 and subject to written verification. Payment to the ASEP by the LEA is subject to the receipt of Federal funds sufficient for such purpose by the LEA.

**THIRD:** Within thirty (30) days of receipt of funds from the State Education Department, or upon receipt of all appropriate documentation, whichever occurs later, the LEA shall process the initial payment to the ASEP.

**FOURTH:** The ASEP shall obtain whatever releases or other legal documents are necessary in order that the ASEP may render full and complete reports concerning the education and progress of any child covered by the terms of this Agreement. The ASEP will maintain yearly school progress reports and lack of attendance notification to be submitted to the Board for each child covered by the terms of this Agreement. In addition, the ASEP will participate and cooperate, as needed, with the CPSE or CSE of the District, as well as in any impartial hearings and mediation affecting any child covered by the terms of this Agreement.

**FIFTH:** The ASEP shall provide and submit to the LEA, in a timely fashion, all expenditure and related reports or documents necessary for the sub-allocation of Part B Funds. The SEA shall be entitled to examine all accounts and records kept by the ASEP in connection with the Agreement.

**SIXTH:** The ASEP hereby represents that it is fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State laws and regulations.

**SEVENTH:** The ASEP warrants that all instruction and facilities provided for any handicapped child covered by this Agreement will be appropriate to the mental attainments and physical conditions of each child, and in accordance with the provisions relating to eligibility of schools contained in the Regulations of the Commissioner of Education.

**EIGHT:** All employees of the ASEP shall be deemed employees of the ASEP for all purposes and the ASEP alone shall be responsible for their work, personal conduct, direction and compensation. The LEA shall not be liable for any acts or omissions committed by the ASEP's employees or agents or for any liability claims and demands made upon the ASEP arising out of the performance of the ASEP's duties hereunder. The ASEP shall defend, indemnify and hold harmless the LEA, its agents, members, representatives and employees from all such claims. The ASEP shall provide the LEA with a certificate of liability insurance with coverage of not less than one million dollars per occurrence and three million dollars in the aggregate.

As per Proportionate Share of IDEA Federal Finds for Parentally Placed Students with Disabilities in Nonpublic Schools Located in the School District, for 2021-2023 (see attached)

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT.

ASEP: Hebrew Academy for Special Children, Inc.

By:  \_\_\_\_\_

Lawrence Public Schools  
Board of Education

By: \_\_\_\_\_  
President of BOE Murray Forman

Erica Hertz

This agreement is entered into this First day of July 2023 by and between the Board of Education of Lawrence Union Free School District (Lawrence) and Erica Hertz Social Security No. [REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay \$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student to the Consultant for the performance of said services during the period from July 2023, through June 2024 or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: Occupational therapy services, treatment sessions, evaluations, consultations, meetings and screenings.

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a monthly basis (by the 10<sup>th</sup> of the following month) to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service. The provider must take a half hour (1/2) break after six (6) hours and work no more than sixteen (16) sessions in one day.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.

10. The Consultant must have been fingerprinted and approved to provide services.
11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of it employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

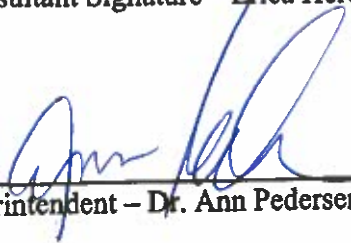
In the event an excluded party is discovered the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

  
\_\_\_\_\_  
Consultant Signature – Erica Hertz

6/13/23

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent – Dr. Ann Pedersen

6/27/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President – Murray Forman

\_\_\_\_\_  
Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND**

**THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid  
SSHSP Program under Title XIX of the Social Security Act

**Erica Hertz**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

A)

1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.

2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.

3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.

C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature:

*Erica Hertz*

Address:

City:

State: NY

Zip: 11581

Telephone:

Date Signed: 6/13/23

Please list the School District(s) under contract with on the back of this form.





Brocha Kaplan

This agreement is entered into this First day of July 2023 by and between the Board of Education of Lawrence Union Free School District (Lawrence) and Brocha Kaplan Social Security No. [REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay \$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student to the Consultant for the performance of said services during the period from July 2023, through June 2024 or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: Occupational therapy services, treatment sessions, evaluations, consultations, meetings and screenings.

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a monthly basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service. The provider must take a half hour (1/2) break after six (6) hours and work no more than sixteen (16) sessions in one day.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.
10. The Consultant must have been fingerprinted and approved to provide services.
11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.

12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

Brocha Kaplan

Consultant Signature – Brocha Kaplan

6/6/23

Date

Dr. Ann Pedersen

Superintendent - Dr. Ann Pedersen

6/29/23  
Date

\_\_\_\_\_  
BOE President – Murray Forman

\_\_\_\_\_  
Date

Sheet1

Sheet2

Sheet3

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid  
SSHSP Program under Title XIX of the Social Security Act

**Brocha Kaplan**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature:

*B. Kaplan*

Address:

City:

Zip: 11691

6/23/2021

Please list the School District(s) under contract with on the back of this form.

**STATEMENT OF REASSIGNMENT**

**Brocha Kaplan**

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services.

3 to comply with all the rules and policies as described in your contract with the school district, and

4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

6/20/2023

(Date)



(Outside Contract Service Provider's Signature)

### **Lawrence Union Free School District**

School District (under contract with): List additional ones on back of this form.)

**Keewaydin**

This agreement is entered into this **First day of July 2023** by and between the Board of Education of Lawrence Union Free School District (Lawrence) and **Yael Eisenberg** EIN# [REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay **\$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student** to the Consultant for the performance of said services during the period from **July 2023**, through **June 2024** or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: **Occupational therapy services, treatment sessions, evaluations, consultations, meetings and screenings.**

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a **monthly** basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service. The provider must take a half hour (1/2) break after six (6) hours and work no more than sixteen (16) sessions in one day.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.

10. The Consultant must have been fingerprinted and approved to provide services.
11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

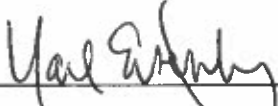


The consultant further represents and warrants it will, at a minimum, check monthly all of it employees and subcontractors against:

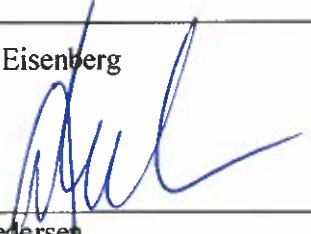
- The General Services Administration's Federal Excluded Party List System (or any successor system)
- The United States Department of Health and Human Services Office of the Inspector General's List of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health's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

In the event an excluded party is discovered the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

  
\_\_\_\_\_  
Consultant Signature - Yael Eisenberg

6/15/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent - Dr. Ann Pedersen

6/29/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
BOE President - Murray Forman

\_\_\_\_\_  
Date

**Lillian Lilker**

This agreement is entered into this First day of July 2023 by [REDACTED] and between the Board of Education of Lawrence Union Free School District (Lawrence) and Lillian Lilker Social Security No. [REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay \$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student to the Consultant for the performance of said services during the period from July 2023, through June 2024 or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited, to the following: Speech/Language therapy services, treatment sessions, evaluations, consultations, meetings and screenings.

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a monthly basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.
10. The Consultant must have been fingerprinted and approved to provide services.

11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one, one hour weekly meeting, without fee compensation. Failure to attend can result in possible termination.
22. The Consultant will agree to attend CSE meetings and/or evaluated a student at a rate of \$41.00 per ½ hour.
23. The Consultant must obtain an NPI number and submit all necessary Medicaid documentation without compensation.
24. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

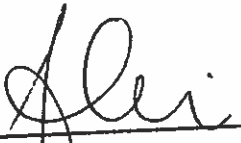
If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

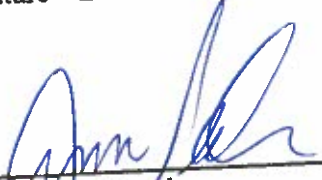
- The General Services Administration's Federal Excluded Party List System (or any successor system)
- The United States Department of Health and Human Services Office of the Inspector General's List of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health's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

In the event an excluded party is discovered the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant

  
\_\_\_\_\_  
Consultant Signature – Lillian Lilker

6/11/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent – Dr. Ann Pedersem

6/27/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
BOE President – Murray Forman

\_\_\_\_\_  
Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

Lillian Lilker  
(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State: NY

Zip: 11598

Date Signed: 6/11/23

Please list the School District(s) under contract with on the back of this form.

## STATEMENT OF REASSIGNMENT

Lillian Lilker

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,
- 3 to comply with all the rules and policies as described in your contract with the school district, and
- 4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

6/11/23  
(Date)

  
(Outside Contract Service Provider's Signature)

Lawrence Union Free School District

School District (under contract with): List additional ones on back of this form.)

**Miriam Roth**

This agreement is entered into this **First day of July 2023** by and between the Board of Education of Lawrence Union Free School District (Lawrence) and **Miriam Roth** Social Security No. --[REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay **\$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student** to the Consultant for the performance of said services during the period from **July 2023**, through **June 2024** or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: **Occupational therapy services, treatment sessions, evaluations, consultations, meetings and screenings.**

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a **monthly** basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service. The provider must take a half hour (1/2) break after six (6) hours and work no more than sixteen (16) sessions in one day.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.

10. The Consultant must have been fingerprinted and approved to provide services.
11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.



The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

  
\_\_\_\_\_  
Consultant Signature – Miriam Roth

6/9/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent – Dr. Ann Pedersen

6/27/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
BOE President – Murray Forman

\_\_\_\_\_  
Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND**

**THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

**Miriam Roth**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

A)

- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
- 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any Information regarding any Medicaid claims reassigned by the Provider.
- 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.

C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: NY

Zip: 11559

Date Signed: 6/9/23

## STATEMENT OF REASSIGNMENT

**Miriam Roth**

\_\_\_\_\_  
Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,
- 3 to comply with all the rules and policies as described in your contract with the school district, and
- 4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

6/9/23

\_\_\_\_\_  
(Date)



\_\_\_\_\_  
(Outside Contract Service Provider's Signature)

**Lawrence Union Free School District**

\_\_\_\_\_  
School District (under contract with): List additional ones on back of this form.)

**Rena Saffra**

This agreement is entered into this **First day of July 2023** by and between the Board of Education of Lawrence Union Free School District (Lawrence) and **Rena Saffra** Social Security No. [REDACTED] **herein** called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay **\$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student** to the Consultant for the performance of said services during the period from **July 2023**, through **June 2024** or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: **Occupational therapy services, treatment sessions, evaluations, consultations, meetings and screenings.**

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a **monthly** basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service. The provider must take a half hour (1/2) break after six (6) hours and work no more than sixteen (16) sessions in one day.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.
10. The Consultant must have been fingerprinted and approved to provide services.
11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.

12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Date \_\_\_\_\_

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

**Rena Saffra**

\_\_\_\_\_  
(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any Information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State: NY

Zip: 11516

Date Signed: \_\_\_\_\_

6/12/23

Please list the School District(s) under contract with on the back of this form.

**STATEMENT OF REASSIGNMENT**

**Rena Saffra**

\_\_\_\_\_  
Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,

3 to comply with all the rules and policies as described in your contract with the school district, and

4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

6/12/23  
(Date)

Ken Siff ork n  
(Outside Contract Service Provider's Signature)

### **Lawrence Union Free School District**

School District (under contract with): List additional ones on back of this form.)



**Devora Salzman**

This agreement is entered into this First day of July 2023 by and between the Board of Education of Lawrence Union Free School District (Lawrence) and Devora Salzman Social Security No. [REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay \$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student to the Consultant for the performance of said services during the period from July 2023, through June 2024 or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited, to the following: Speech/Language therapy services, treatment sessions, evaluations, consultations, meetings and screenings.

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a monthly basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.

10. The Consultant must have been fingerprinted and approved to provide services.
11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one, one hour weekly meeting, without fee compensation. Failure to attend can result in possible termination.
22. The Consultant will agree to attend CSE meetings and/or evaluated a student at a rate of \$41.00 per ½ hour.
23. The Consultant must obtain an NPI number and submit all necessary Medicaid documentation without compensation.
24. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of

such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant



Consultant Signature – Devora Salzman

6/9/2023

Date



Superintendent – Dr. Ann Pedersen

6/27/23

Date

\_\_\_\_\_  
BOE President – Murray Forman

\_\_\_\_\_  
Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

**Devora Salzman**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: \_\_\_\_\_

*Devora Salzman*

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: NY

Zip: 11691

Date Signed: 6/9/2023

Please list the School District(s) under contract with on the back of this form.

## STATEMENT OF REASSIGNMENT

**Devora Salzman**

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,
- 3 to comply with all the rules and policies as described in your contract with the school district, and
- 4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

6/9/2023

(Date)

Devora Salzman

(Outside Contract Service Provider's Signature)

**Lawrence Union Free School District**

School District (under contract with): List additional ones on back of this form.)

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**AGREEMENT** made the first day of July 1, 2021, between SCO Family of Services-Madonna Heights (the Approved Special Education Provider, the "ASEP") and the Lawrence Public Schools (the Local Education Agency, the "LEA"). The term of this Agreement shall be for the grant years 2021-2023.

**FIRST:** New York State has adopted legislation (the "Flow-Through Law") amending the manner in which Federal IDEA flow-through funds ("Part B Funds") are allocated to providers of services to students with disabilities. Pursuant to the Flow-Through Law, the LEA will now sub-allocate Part B Funds received from New York State to the ASEP, as provided for the Sections 611 and 619 of the IDEA-ARP.

**SECOND:** In order to receive payment for the services rendered under this Agreement, the ASEP must complete all required forms in a timely manner, including, but not limited to, the SEDCAR-1 form (annexed hereto as Exhibit 1). The ASEP shall receive payment from the LEA on a per student basis, based upon the total number of students so indicated in the SEDCAR-1 and subject to written verification. Payment to the ASEP by the LEA is subject to the receipt of Federal funds sufficient for such purpose by the LEA.

**THIRD:** Within thirty (30) days of receipt of funds from the State Education Department, or upon receipt of all appropriate documentation, whichever occurs later, the LEA shall process the initial payment to the ASEP.

**FOURTH:** The ASEP shall obtain whatever releases or other legal documents are necessary in order that the ASEP may render full and complete reports concerning the education and progress of any child covered by the terms of this Agreement. The ASEP will maintain yearly school progress reports and lack of attendance notification to be submitted to the Board for each child covered by the terms of this Agreement. In addition, the ASEP will participate and cooperate, as needed, with the CPSE or CSE of the District, as well as in any impartial hearings and mediation affecting any child covered by the terms of this Agreement.

**FIFTH:** The ASEP shall provide and submit to the LEA, in a timely fashion, all expenditure and related reports or documents necessary for the sub-allocation of Part B Funds. The SEA shall be entitled to examine all accounts and records kept by the ASEP in connection with the Agreement.

**SIXTH:** The ASEP hereby represents that it is fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State laws and regulations.

**SEVENTH:** The ASEP warrants that all instruction and facilities provided for any handicapped child covered by this Agreement will be appropriate to the mental attainments and physical conditions of each child, and in accordance with the provisions relating to eligibility of schools contained in the Regulations of the Commissioner of Education.

**EIGHT:** All employees of the ASEP shall be deemed employees of the ASEP for all purposes and the ASEP alone shall be responsible for their work, personal conduct, direction and compensation. The LEA shall not be liable for any acts or omissions committed by the ASEP's employees or agents or for any liability claims and demands made upon the ASEP arising out of the performance of the ASEP's duties hereunder. The ASEP shall defend, indemnify and hold harmless the LEA, its agents, members, representatives and employees from all such claims. The ASEP shall provide the LEA with a certificate of liability insurance with coverage of not less than one million dollars per occurrence and three million dollars in the aggregate.

As per Proportionate Share of IDEA Federal Finds for Parentally Placed Students with Disabilities in Nonpublic Schools Located in the School District, for 2021-2023 (see attached)

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT.

ASEP: SCO Family of Services- Madonna Heights

By:    
 555751773345418...

Lawrence Public Schools  
Board of Education

By: \_\_\_\_\_  
President of BOE Murray Forman

**Danielle Solomon**

This agreement is entered into this First day of July 2023 by and between the Board of Education of Lawrence Union Free School District (Lawrence) and Danielle Solomon Social Security No. [REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay \$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student to the Consultant for the performance of said services during the period from July 2023, through June 2024 or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: Occupational therapy services, treatment sessions, evaluations, consultations, meetings and screenings.

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a monthly basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service. The provider must take a half hour (1/2) break after six (6) hours and work no more than sixteen (16) sessions in one day.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.



10. The Consultant must have been fingerprinted and approved to provide services.
11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

Danielle Solomon Msonzele

Consultant Signature – Danielle Solomon

7/9/23

Date

\_\_\_\_\_  
Superintendent – Dr. Ann Pedersen

\_\_\_\_\_  
Date

\_\_\_\_\_  
BOE President – Murray Forman

\_\_\_\_\_  
Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

**Danielle Solomon MS OTR/L**  
(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature:

Danielle Solomon MSOTR/L

Address:

City:

State: NY

Zip: 11510

Date Signed: 7/7/23

Please list the School District(s) under contract with on the back of this form.

**STATEMENT OF REASSIGNMENT**

**Danielle Solomon MS OTR/L**

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,
- 3 to comply with all the rules and policies as described in your contract with the school district, and
- 4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

7/9/23  
(Date)

Danielle Solomon MS OTR/L  
(Outside Contract Service Provider's Signature)

**Lawrence Union Free School District**

School District (under contract with): List additional ones on back of this form.)

**Brigid Tobin**



This agreement is entered into this **First day of July 2023** by and between the Board of Education of Lawrence Union Free School District (Lawrence) and **Brigid Tobin** EIN# [REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay **\$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student** to the Consultant for the performance of said services during the period from **July 2023**, through **June 2024** or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: **Physical therapy services, treatment sessions, evaluations, consultations, meetings and screenings.**

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a **monthly** basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.
10. The Consultant must have been fingerprinted and approved to provide services.

11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.


If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

  
 Consultant Signature – Brigid Tobin

1/1/23  
 Date

\_\_\_\_\_  
 Superintendent – Dr. Ann Pedersen

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 BOE President – Murray Forman

\_\_\_\_\_  
 Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

**Brigid Tobin**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any Information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: \_\_\_\_\_

*Brigid Tobin* PT, DPT

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: NY

Zip: 11579

T \_\_\_\_\_

Date Signed: 11/1/23

Please list the School District(s) under contract with on the back of this form.



## STATEMENT OF REASSIGNMENT

**Brigid Tobin**

\_\_\_\_\_  
Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,
- 3 to comply with all the rules and policies as described in your contract with the school district, and
- 4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Outside Contract Service Provider's Signature)

**Lawrence Union Free School District**

\_\_\_\_\_  
School District (under contract with): List additional ones on back of this form.)

**Lily Weichholz**

This agreement is entered into this **First day of July 2023** by and between the Board of Education of Lawrence Union Free School District (Lawrence) and **Lily Weichholz** Social Security No. [REDACTED] herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay **\$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student** to the Consultant for the performance of said services during the period from **July 2023**, through **June 2024** or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited to the following: **Occupational therapy services, treatment sessions, evaluations, consultations, meetings and screenings.**

In performing the above services, it is understood that:

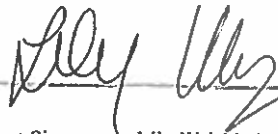
1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a **monthly** basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service. The provider must take a half hour (1/2) break after six (6) hours and work no more than sixteen (16) sessions in one day.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.

10. The Consultant must have been fingerprinted and approved to provide services.
11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one monthly meeting, without fee compensation. Failure to attend may result in possible termination.
22. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

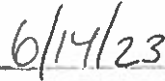
In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.

If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

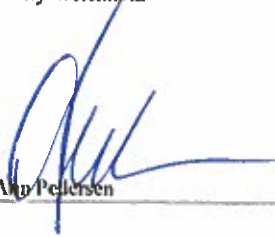
Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.



Consultant Signature – Lily Weichholz



Date



Superintendent – Dr. Ann Petersen



Date

BOE President – Murray Forman

Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND  
THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

**Lily Weichholz**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State: NY

Zip: 11598

Date Signed: \_\_\_\_\_

Please list the School District(s) under contract with on the back of this form.

**STATEMENT OF REASSIGNMENT**

**Lily Weichholz**

(Name of the Outside Contracted Provider)

By this reassignment, the above-named outside contracted provider of services agrees:

1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),

2 to accept no payment in full the contracted reimbursement rates for covered services

2 to accept as payment in full the contracted reimbursement rates for covered services.

3 to comply with all the rules and policies as described in your contract with the school district, and

4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

6/14/23

(Date)

Lily King


(Outside Contract Service Provider's Signature)

**Lawrence Union Free School District**

School District (under contract with): List additional ones on back of this form.)

Jaclyn Weiss



This agreement is entered into this First day of July 2023 by and between the Board of Education of Lawrence Union Free School District (Lawrence) and Jaclyn Weiss Social Security No. --- herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay \$42.00 individual, \$51.00 group per half hour session, \$42.00 for report writing per student to the Consultant for the performance of said services during the period from July 2024 through June 2023 or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited, to the following: Speech/Language therapy services, treatment sessions, evaluations, consultations, meetings and screenings.

In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a monthly basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days provided that Medicaid session notes are properly provided to the District of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.
10. The Consultant must have been fingerprinted and approved to provide services.

11. The Consultant must comply with requests from their Lawrence School District supervisor, or his/her designee, for attending CSE meetings either by telephone or in person a maximum of four (4) CSE without fee compensation.
12. The Consultant must provide progress reports at the same time interval as general education students receive report cards.
13. The Consultant, upon request from their Lawrence School District supervisor, or his/her designee, draft, review and update IEP goals.
14. The Consultant must maintain the confidentiality of students' personally identifiable information.
15. The Consultant must notify the Lawrence School District supervisor, or his/her designee, on the days of occurrence when students are unavailable to be provided services.
16. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
17. The Consultant must provide appropriate services consistent with the recommendations contained in the students IEP.
18. The Consultant must notify the Lawrence School District supervisor, or his/her designee, if there are any noteworthy changed circumstances including, but not limited to: the student's goals, functioning and schedule.
19. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student performance.
20. The Consultant must comply with all State, federal and local requirements in the discharge of their duties.
21. The Consultant must agree to attend one, one hour weekly meeting, without fee compensation. Failure to attend can result in possible termination.
22. The Consultant will agree to attend CSE meetings and/or evaluated a student at a rate of \$41.00 per ½ session.
23. The Consultant must obtain an NPI number and submit all necessary Medicaid documentation without compensation.
24. The Consultant represents and warrants that it, nor its employees or contractors, are not excluded for participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event the Consultant, or one of the employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant.



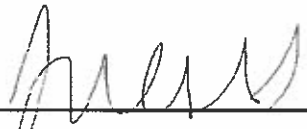
If Consultant is an Employment Agency, the Consultant represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The consultant further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors 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 List of Excluded Individuals and Entities or any successor list,
- 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 the Consultant will notify the Lawrence Public Schools in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given the Consultant, the Lawrence Public Schools reserves the right to immediately cease contracting with the Consultant



Consultant Signature – Jaclyn Weiss

6/25/23

Date



Superintendent – Dr. Ann Pedersen

6/27/23

Date

BOE President – Murray Forman

Date

**PROVIDER AGREEMENT  
BETWEEN THE NEW YORK STATE OF HEALTH  
AND**

**THE SERVICE PROVIDERS UNDER THE CONTRACT WITH THE SCHOOL DISTRICT  
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID  
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act

**Jaclyn Weiss**

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

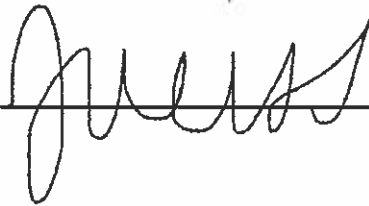
A)

- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
- 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any Information regarding any Medicaid claims reassigned by the Provider.
- 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.

C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: \_\_\_\_\_



Address: \_\_\_\_\_

City: \_\_\_\_\_

State: NY

Zip: 11598

Date Signed: 6/21/2023

Please list the School District(s) under contract with on the back of this form.

## STATEMENT OF REASSIGNMENT

**Jaclyn Weiss**

\_\_\_\_\_  
Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

- 1 to reassign all Medicaid reimbursements to you school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
- 2 to accept as payment in full the contracted reimbursement rates for covered services,
- 3 to comply with all the rules and policies as described in your contract with the school district, and
- 4 to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Health Services Program (SSHSP)

**6/25/23**

\_\_\_\_\_  
(Date)



\_\_\_\_\_  
(Outside Contract Service Provider's Signature)

**Lawrence Union Free School District**

\_\_\_\_\_  
School District (under contract with): List additional ones on back of this form.)

Lawrence Public Schools  
Civil Service  
Retirements

<u>Name</u>	<u>Position</u>	<u>Date Effective</u>	<u>Date Submitted</u>
Greenberg, Arlene	Teacher Aide	6/30/2023	5/23/2023
Salazar, Marco	Cleaner	8/4/2023	6/7/2023

Date Approved: \_\_\_\_\_

Signature: \_\_\_\_\_  
District Clerk

Enclosure IX.B.1  
7/13/2023

LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF RESIGNATIONS  
PROFESSIONAL STAFF

<u>NAME</u>	<u>POSITION</u>	<u>DATE EFFECTIVE</u>	<u>DATE SUBMITTED</u>
Soto, Marisol	HS/Mathematics Teacher	8/29/2023	6/23/2023

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
District Clerk

Lawrence Public Schools  
Civil Service  
Resignations

<u>Name</u>	<u>Position</u>	<u>Date Effective</u>	<u>Date Submitted</u>
Garcia, Claudia	Bilingual Typist-Clerk	7/14/2023	7/3/2023
Gebauer, Maritza	Bilingual Typist-Clerk	7/14/2023	6/28/2023
Torres, Crystal	Bilingual Typist-Clerk	6/16/2023	6/12/2023

Date Approved: \_\_\_\_\_

Signature: \_\_\_\_\_

District Clerk

ENCLOSURE IX.C.3a |  
7/13/2023

TERMINATIONS/DISCONTINUATION  
PROFESSIONAL STAFF

<u>NAME</u>	<u>SCHOOL</u>	<u>TENURE AREA</u>	<u>EFFECTIVE DATE</u>
Halka, Diane	MS	Science	6/30/2023

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
District Clerk

Lawrence Public Schools  
Civil Service  
Terminations

<u>Name</u>	<u>Position</u>	<u>Date Effective</u>
Grant, Katrina	Provisional Typist-Clerk	7/14/2023
Mackey, Krystal	Provisional Typist-Clerk	7/14/2023

Date Approved: \_\_\_\_\_

Signature: \_\_\_\_\_  
District Clerk



Lawrence Public Schools  
Civil Service  
Abolition of Position

BE IT RESOLVED, that the following position in the Civil Service area is hereby abolished:

<u>No. of Positions:</u>	<u>Name of Position:</u>	<u>Effective Date:</u>
One (1)	Assistant Bus Dispatcher	August 31, 2023

Date Approved: \_\_\_\_\_ Signature: \_\_\_\_\_  
District Clerk

Lawrence Public Schools  
Civil Service  
Termination by Reason of Abolition of Position

Abolition of Assistant Bus Dispatcher

**WHEREAS**, the Superintendent of Schools has examined the functions of the Assistant Bus Dispatcher position in terms of the needs of the District; and

**WHEREAS**, the Superintendent of Schools has concluded that the needs of the District do not require the continuation of the currently existing position, but rather, that the duties of the position of Assistant Bus Dispatcher can be subsumed by the Assistant Superintendent for Business and Operations and/or the respective private transportation companies; and

**WHEREAS**, upon the recommendation of the Superintendent of Schools, the Board of Education has considered the needs of the District and the abolition of one (1) Civil Service non-competitive labor class Assistant Bus Dispatcher position, such abolition being by reasons of economy, consolidation, abolition of functions and/or curtailment of activities (in accordance with the provisions of Section 80 of the Civil Service Law).

**BE IT RESOLVED** that the Board of Education hereby abolishes one (1) Assistant Bus Dispatcher position, effective August 31, 2023.

<u>Name</u>	<u>Position</u>	<u>Date Effective</u>
Kaplan, Michael	Assistant. Bus Dispatcher	08/31/2023

Date Approved: \_\_\_\_\_

Signature: \_\_\_\_\_  
District Clerk

**LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF APPOINTMENTS**

<u>NAME</u>	<u>SCHOOL /ASSIGN</u>	<u>TYPE OF APPT.</u>	<u>EFFECTIVE DATE</u>	<u>TENURE DATE</u>	<u>CERT. STATUS</u>	<u>SALARY STEP</u>
Deitch, Norman	MS/Science	.4 Part-Time	09/01/2023	N/A	Permanent	\$27,100.80 (Step 3 of Master's LTA 2023/24 Salary Schedule)
English, Rena	Social Worker	.8 Part-Time	09/01/2023	N/A	Initial	\$52,564 (Step 2 of Masters' LTA 2023/24 Salary Schedule)
Frank, Miriam	Music Teacher	.8 Part-Time	09/01/2023	N/A	Professional	\$54,201.60 (Step 3 of Master's LTA 2023/24 Salary Schedule)
Henriquez Elaine	Elem. ENL Teacher	Probationary	09/01/2023	09/01/2027	Initial	\$59,354 (Step 1 of the Master's LTA 2023/24 Salary Schedule)
Lagussi, Brianna M.	ENL Teacher	Probationary	09/01/2023	09/01/2027	Initial	\$59,354 (Step 1 of the Master's LTA 2023/24 Salary Schedule)
Matinale, Angela	Dir. of Health, PE and Athletics	Probationary	07/05/2023	07/05/2027	Professional	\$131,416 (Step 23 of 2023/24 schedule of Ed Support ALA Schedule C)
Rengifo, Erik	HS/Assistant Principal	Probationary	07/24/2023	07/24/2027	Initial	\$104,201 (Step 1 of 2023/24 Schedule C of ALA High School AP)

DISTRICT CLERK SIGNATURE\_\_\_\_\_

DATE\_\_\_\_\_

**LAWRENCE PUBLIC SCHOOLS**  
**APPROVED CERTIFICATED SUBSTITUTES**

**SUBSTITUTE:**

**NAME**

**CERTIFICATION**

Graepel, Jessica

Social Studies

Nagel, Michelle

Special Education

**UNCERTIFIED SUBSTITUTES:**

*(Can substitute on an unlimited basis; all are in school working toward their certification)*

Urban-Garcia, Jaclyn

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

District Clerk

Lawrence Public Schools

Schedule of Civil Service Appointments

<u>Name</u>	<u>Position</u>	<u>Type of Appt.</u>	<u>Date Effective</u>	<u>Salary</u>
Newell-Wellington, Eunice	Teacher-Aide	Probationary	9/5/2023	\$17.10
Perissi, Michael	Teacher Aide	Probationary	9/5/2023	\$17.10
Toohey, Erin	Typist-Clerk	Probationary	7/3/2023	\$33,533
Ventura, Melissa	Typist-Clerk	Probationary	7/24/2023	\$33,533
Walk, Melissa	Typist-Clerk	Probationary	7/10/2023	\$33,533

Date Approved: \_\_\_\_\_

Signature: \_\_\_\_\_

District Clerk

Lawrence Public Schools

Civil Service

Change of Status

<u>Name</u>	<u>Position</u>	<u>Type of Appt.</u>	<u>Date Effective</u>
Sailor-Fitzgerald, Jacqueline	Typist-Clerk	Provisional to Probationary	7/3/2023
Wohlfarth, Nicole	Typist-Clerk	Provisional to Probationary	7/3/2023

Date Approved: \_\_\_\_\_

Signature: \_\_\_\_\_

District Clerk

Lawrence Public Schools  
Civil Service  
Approved Substitutes

School Monitors

Teacher Aides

Chase, Linda  
Greenberg, Arlene  
Rizzo, Kathleen

Cleaners

Armstead, Raymond

Typist-Clerk

School Nurse

Date Approved: \_\_\_\_\_

Signature: \_\_\_\_\_  
District Clerk

EXTRA COMPENSATION SCHEDULE

DISTRICT	ACTIVITY	AMOUNT
Cohen, Ivy	Elem. Summer Reading Program	\$88.00*
Degen, Theresa	Elem. Summer Reading Program	\$88.00*
Doherty, Karen	Elem. Summer Reading Program	\$88.00*
Kempsey, Caitlyn	Elem. Summer Reading Program	\$88.00*
Tolchin, Nicole	Elem. Summer Reading Program	\$88.00*

\*per hour

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
District Clerk



EXTRA COMPENSATION SCHEDULE

NAME	ACTIVITY	AMOUNT
HIGH SCHOOL SPORTS		
Mavrik, Malik	Summer Conditioning	\$3,580.00
TBD	Summer Conditioning Assistant	\$2,273.00
Mavrik, Malik	Spring Conditioning	\$1,483.00
Mavrik, Malik	Varsity Football	\$8,242.00
Manara, David	Assistant Varsity Football	\$5,404.00
Arbuse, Adam	Assistant Varsity Football	\$5,404.00
TBD	Assistant Varsity Football	\$5,404.00
Manara, Frank	JV Football	\$5,590.00
Jorge, Kevin	Assistant JV Football	\$4,603.00
TBD	Assistant JV Football	\$4,603.00
TBD	Equipment Manager	\$4,296.00
Mavruk, Malik	Weight Training	\$1,483.00
Morelli, Amelia	Varsity & JV Cheerleading (Fall)	\$3,219.00
Klein, George	Boys Varsity Volleyball	\$6,618.00
Lagasse, Gerard	Boys Varsity Soccer	\$6,618.00
TBD	Boys JV Soccer	\$4,321.00
Walker, Hugh	Girls Varsity Soccer	\$6,618.00
Biscardi, Jason	Girls Varsity Tennis Co-Coach	\$2,171.00
Yochai, Kim	Girls Varsity Tennis Co-Coach	\$2,171.00
McQuillan, Bud	Varsity Cross Country	\$3,792.00
Kleeman, Willie	JV Cross Country	\$2,498.00
Butler, Christolia	Girls Varsity Volleyball	\$6,618.00
Dascher, Katherine	Girls JV Volleyball	\$4,321.00
Robinson, Lou	Boys Varsity Basketball	\$8,236.00
LaPierre, Thomas	Boys JV Basketball	\$5,456.00
Dascher, Katherine	Girls Varsity Basketball	\$8,236.00
Hue, Taylor	Girls JV Basketball (pending cert.)	\$5,456.00
Jorge, Kevin	Varsity Wrestling	\$8,236.00
Imperiale, Paul	JV Wrestling	\$5,404.00
McQuillan, Bud	Indoor Track	\$5,241.00
Lichenstein, David	Assistant Indoor Track	\$3,456.00
Spinelli Sr., Michael	Boys Varsity Bowling	\$3,792.00
Walker, Hugh	Girls Varsity Bowling	\$3,792.00
Ford, Jesse	Varsity Softball	\$6,618.00
Spinelli Sr., Michael	JV Softball	\$4,321.00
TBD	JV Baseball	\$4,321.00
Spinelli Sr. Michael	Girls JV Soccer	\$4,321.00
Imperiale, Paul	Varsity Baseball	\$6,618.00

ENCLOSURE IX.G.1

07/13/2023

Page 3 of 3

HIGH SCHOOL	ACTIVITY	AMOUNT
McQuillan, Bud	Boys Varsity Track	\$7,290.00
TBD	Assist. Boys Varsity Track	\$4,321.00
Walker, Hugh	Girls Varsity Track	\$7,290.00
Calvo, David	Girls Varsity Track Assistant	\$4,321.00
Biscardi, Jason	Boys Varsity Tennis Co-Coach	\$2,171.50
Yochai, Kim	Boys Varsity Tennis Co-Coach	\$2,171.50
Leary, Patrick	Girls JV & V Badminton	\$3,792.00
Leary, Patrick	Unified Basketball	\$3,717.00
Ravo, Richard	Athletic Trainer	\$29,259.70
Mavruk, Melik	Varsity Lacrosse	\$6,618.00
Manara, David	Varsity Lacrosse Assistant	\$4,321.00
MIDDLE SCHOOL		
LaPierre, Thomas	7/8 Football Head Coach	\$4,180.00
Hue, Tyler	Assistant 7/8 Football (pending cert.)	\$3,357.00
Trento, Tom	Assistant 7/8 Football	\$3,357.00
Johnson, Arn	7/8 Boys Soccer	\$3,356.00
Detwiler, Alex	7/8 Girls Soccer	\$3,357.00
Donnelly, Cheri	7/8 Cross Country	\$3,397.00
Hernandez, David	7/8 Boys Basketball	\$4,180.00
Hernandez, David	7/8 Girls Basketball	\$4,180.00
Proctor, Edward	7/8 Wrestling	\$4,180.00
Johnson, Arn	Assistant 7/8 Wrestling	\$3,357.00
Klein, George	7/8 Girls Volleyball	\$3,357.00
Klein, George	7/8 Boys Volleyball	\$3,357.00
Ziff, David	7/8 Baseball	\$3,356.00
Hernandez, David	7/8 Softball	\$3,357.00
Donnelly, Cheri	7/8 Boys Track	\$3,397.00
Kleeman, Willie	7/8 Girls Track	\$3,491.00
TBD	7/8 Lacrosse Coach	\$3,357.00
Donnelly, Cheri	Girls Equipment Manager	\$4,314.00

Date \_\_\_\_\_

District Clerk Signature \_\_\_\_\_

Lawrence Public Schools  
Civil Service  
Extra Compensation Schedule for Extended School Year  
and  
Student Summer Workers

<u>Name</u>	<u>Activity</u>	<u>School</u>	<u>Amount</u>
Ba, Zahra	Sub Teacher Aide	High School	\$17.00 per hour
Klihance, Patricia	Sub Teacher Aide	High School	\$17.00 per hour
Malick, Nazi	Teacher Aide	High School	\$17.10 per hour
Mesa Parks, Maria	Sub Teacher Aide	High School	\$17.00 per hour
Oliver, Bessie	Teacher Aide	High School	\$17.10 per hour
Perissi, Michael	Sub Teacher Aide	High School	\$17.00 per hour
Carcamo, Amalia	Summer Worker	District	\$15.00 per hour
Dagrin, Mileena	Summer Worker	District	\$15.00 per hour
Folgar, Erik	Summer Worker	District	\$15.00 per hour
Hicks, Robert	Summer Worker	District	\$15.00 per hour
Lawrence, Javelen	Summer Worker	District	\$15.00 per hour
Martinez, Nelson	Summer Worker	District	\$15.00 per hour
Perez-Erazo, Helen	Summer Worker	District	\$15.00 per hour
Redzovic, Andy	Summer Worker	District	\$15.00 per hour
Salmeron, Sarah	Summer Worker	District	\$15.00 per hour
Walker, Boaz	Summer Worker	District	\$15.00 per hour
White, Christian	Summer Worker	District	\$15.00 per hour
Williams, Andrew	Summer Worker	District	\$15.00 per hour

Date Approved: \_\_\_\_\_

Signature: \_\_\_\_\_

District Clerk

**Lawrence Union Free School District  
Every Student Succeeds Act Title I Stipends**

*Fundamentally, [ESSA](#) is about creating a set of interlocking strategies to promote educational equity by providing support to districts and schools as they work to ensure that every student succeeds. New York State is committed to ensuring that all students succeed and thrive in school no matter who they are, where they live, where they go to school, or where they come from.*

The Board of Education hereby approves the following allocation of Title I Grant Funds:

Melissa Sacco  
\$5,000 stipend from ESSA 2022-2023 Title I Professional Salaries  
Parent and Family Engagement  
Code: F2110.150 71-2223

Kristen McLoughlin  
\$10,000 stipend from ESSA 2022-2023 Title I Professional Salaries  
NYSESLAT Coordination  
Code F2110 150 87 2223

Andrew Shiavo  
\$10,000 stipend from ESSA 2022-2023 Title I Professional Salaries  
High School senior at risk  
Code F2110 150 87 2223

Date BOE Approved: \_\_\_\_\_

Signature: \_\_\_\_\_  
District Clerk

Enclosure X.A  
Organizational Meeting  
July 13, 2023

# Lawrence School District 2023-24

## *District-Wide School Safety Plan*

### Phases of Disaster Management Cycle



*This District-wide School Safety Plan template has been developed by Nassau BOCES for the exclusive use of Nassau County School Districts participating in the Nassau BOCES Health & Safety Training and Information Service. This guidance document was written to assist school districts in their compliance efforts to meet the requirements of the Safe Schools Against Violence in Education Act (SAVE) and related legislation. This Plan should be customized as necessary to reflect individual school district's specific endeavors to achieve a safe school environment. This is a general overarching document that can be shared with the public and should be posted on the school district website by October 1<sup>st</sup> of each school year, as required by law. Parts of the Plan which may include names, contacts and personal information can be redacted for posting purposes. This Plan can also serve as an educational tool to help in-district personnel and the public to understand the requirements of the SAVE legislation. This contrasts to the Building-level Emergency Response Plan which details specific emergency response procedures, and as such, is a confidential document which cannot be shared with the public, cannot be foiled and is protected under law.*

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# ***Lawrence School District***

## ***District-Wide School Safety Plan***

### **Policy Statement**

The **District-Wide School Safety Plan** (as required by the SAVE Law – Safe Schools Against Violence in Education – Commissioner of Education Regulation 155.17 and Education Law 2801-a) has been established to provide for the safety, health and security of both students and staff and allows for input from the entire school community. This particular component of Project SAVE is a comprehensive planning effort that addresses prevention, mitigation, protection, response and recovery with respect to a variety of emergencies that may occur in the school district and its component school buildings.

The Board of Education has appointed, under the direction of the Superintendent of Schools, a **District-Wide School Safety Team** to develop, implement and maintain all provisions of the Plan. This Plan incorporates all **Building-Level Emergency Response Plans** that have been developed by the **Building-Level Emergency Response Teams** appointed by the **Building Principals**. In the event of an emergency or violent incident, the initial response at an individual school building will be the responsibility of the school building **Emergency Response Team**. Upon activation of the school building **Emergency Response Team** the Superintendent of Schools or designee and appropriate local emergency response officials will be notified. The nature of any given emergency will dictate the degree of interaction with both State and Local Emergency Response Agencies. The local BOCES Health & Safety Office will assist in development of protocols for accessing these services.

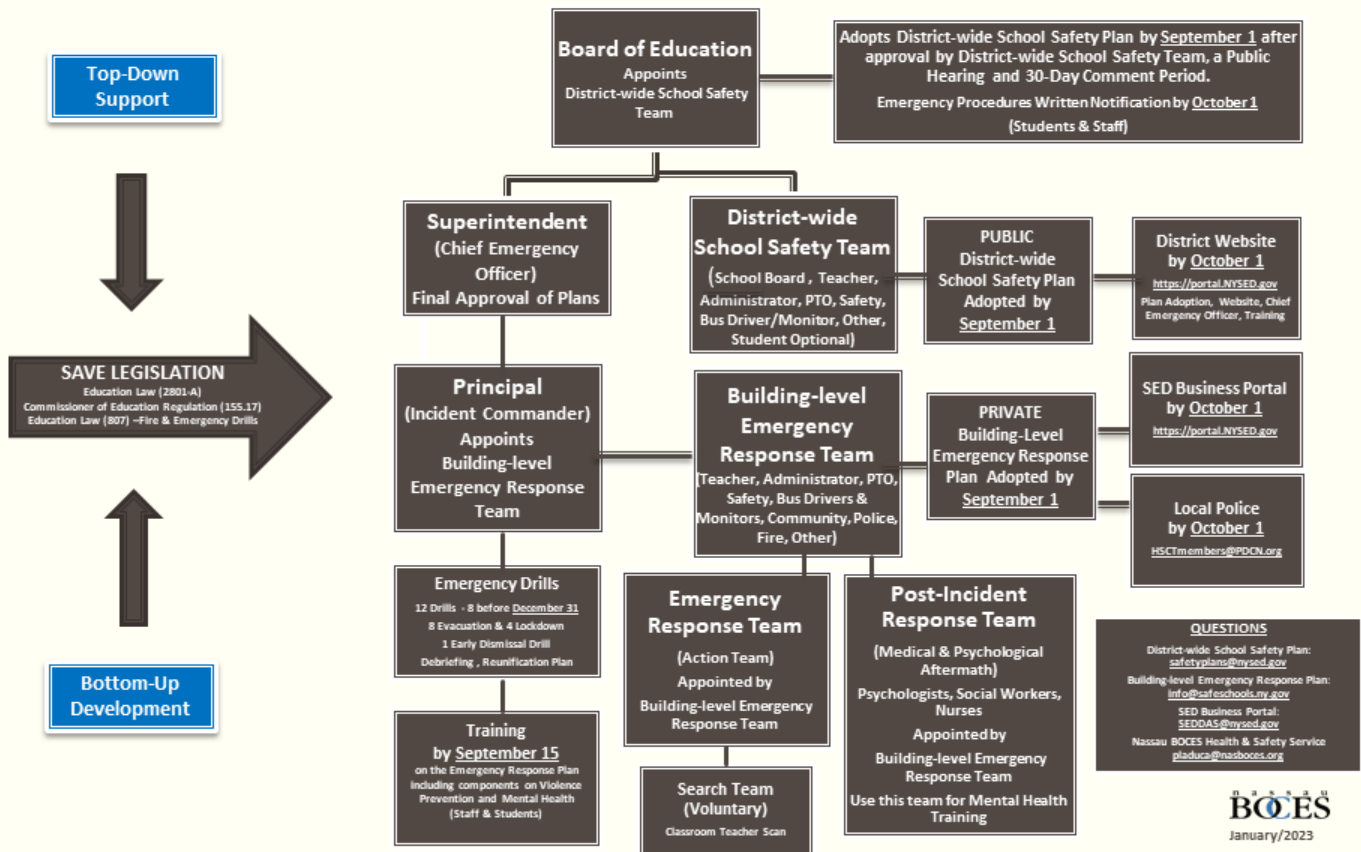
The **District-Wide School Safety Team** reviewed and approved the District-Wide School Safety Plan. The **District-Wide School Safety Plan** was made available for **public comment 30 days prior to its adoption** and provided for participation of the entire school community. By **September 1<sup>st</sup> of each school year**, the District-Wide and Building-Level Plans are formally **adopted by the School Board after at least one public hearing**. As required by law, the **District-Wide School Safety Plan is posted on the school district website by October 1<sup>st</sup> of each school year** and will be reviewed annually by the District-Wide School Safety Team **by September 1<sup>st</sup> of each school year**. **Building-Level Emergency Response Plans will be updated by September 1<sup>st</sup> of each school year** by the Building-level Emergency Response Team and **filed with both State and Local Police by October 1<sup>st</sup> of each school year**.

<b>Compliance Checklist</b>	<b>Date Achieved</b>
Board of Education Appoints District-Wide School Safety Team	6/12/23
District-Wide School Safety Team reviews/approves District-Wide School Safety Plan	4/27/23
Lawrence High School Building-Level ERT approves Building-Level ERP/Enters in Portal	Date/Date
Lawrence Middle School Building-Level ERT approves Building-Level ERP/Enters in Portal	Date/Date
Lawrence Early Childhood Center Building-Level ERT approves Building-Level ERP/Enters in Portal	Date/Date
Lawrence Elementary School at Broadway Building-Level ERT approves Building-Level ERP/Enters in Portal	Date/Date
Lawrence Primary School Building-Level ERT approves Building-Level ERP/Enters in Portal	Date/Date
School Board has at least one public hearing on District-Wide School Safety Plan	6/12/23
School Board establishes 30-day public comment period	6/12/23-7/11/23
School Board adopts District-Wide School Safety Plan & Building-Level Emergency Response Plans	7/11/23
District-Wide School Safety Plan posted on website. The URL is (www.Lawrence.org)	
All Building-Level Emergency Response Plans filed with local police	
Written information on emergency procedures provided to all staff and students by October 1 <sup>st</sup>	
Certify that all staff have been trained by 9/15 on the Building-level Emergency Response Plan including components on violence prevention and mental health.	

The school district refuses to tolerate violence or threats of violence on school grounds and, by implementation of this Plan, will make every effort to prevent violent incidents from occurring. We will provide the appropriate authority and budgetary resources in support of this effort. Violence prevention is the responsibility of the entire school community and we encourage participation of all individuals. Our Plan requires the prompt reporting of all violent incidents or threats and assures that victims or reporters of incidents of violence will not be discriminated against. A copy of the District-Wide School Safety Plan is also available upon request at central administration in the office of the Superintendent of Schools. Although the Building-Level Emergency Response Plans are linked to the District-Wide School Safety Plan, in accordance with Education Law Section 2801-a, the **Building-Level Emergency Response Plan will remain confidential and not be subject to disclosure**. This will ensure safety at the building-level and reduce potential for planned sabotage.



# Safety Plans - Regulatory Requirements



## Elements of the District-wide School Safety Plan: Compliance Checklist

### Policies and procedures for:

- ☐ responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves (including suicide) CR155.17(c)(1)(i)
- ☐ responding to acts of violence by students, teachers, other school personnel and visitors to the school, including consideration of zero-tolerance policies for school violence CR155.17(c)(1)(ii)
- ☐ contacting appropriate law enforcement officials in the event of a violent incident CR155.17(c)(1)(iv)
- ☐ contacting parents, guardians, or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal CR155.17(c)(1)(ix)
- ☐ contacting parents, guardians, or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves (including suicide) CR155.17(c)(1)(x)
- ☐ the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community and environmental factors to teachers, administrators, parents and other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information CR155.17(c)(1)(xii)

### Prevention and intervention strategies, such as:

- ☐ collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited CR155.17(c)(1)(iii)
- ☐ nonviolent conflict resolution training programs CR155.17(c)(1)(iii)
- ☐ peer mediation programs and youth courts CR155.17(c)(1)(iii)
- ☐ extended day and other school safety programs CR155.17(c)(1)(iii)

### Arrangements and/or Procedures during emergencies for:

- ☐ description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies\* CR155.17(c)(1)(v)
- ☐ the procedures for obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of article 2-B of the Executive Law\* CR155.17(c)(1)(vi)
- ☐ the identification of district resources which may be available for use during an emergency\* CR155.17(c)(1)(vii)
- ☐ description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies\* CR155.17(c)(1)(viii)
- ☐ a system for informing all educational agencies within such school district of a disaster\* CR155.17(c)(1)(xviii)
- ☐ The identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings CR155.17(c)(1)(xv)

### Policies and Procedures relating to school building security, including, where appropriate:

The use of school safety or security officers and/or school resource officers:

- ☐ Beginning with the 2019-20 school year, and every school year thereafter, every school shall define the areas of responsibility of school personnel, security personnel and law enforcement in response to student misconduct that violates the code of conduct. A school district or charter school that employs, contracts with, or otherwise retains law enforcement or public or private security personnel, including school resource officers, shall establish a written contract or memorandum of understanding that is developed with stakeholder input, including, but not limited to, parents, students, school administrators, teachers, collective bargaining units, parent and student organizations and community members, as well as probation officers, prosecutors, defense counsels and courts that are familiar with school discipline. Such written contract or memorandum of understanding shall define the relationship between a school district or charter school, school personnel, students, visitors, law enforcement, and public or private security personnel. Such contract or memorandum of understanding shall be consistent with the code of conduct, define law enforcement or security personnel's roles, responsibilities and involvement within a school and clearly delegate the role of school discipline to the school administration. Such written contract or memorandum of understanding shall be incorporated into and published as part of the district safety plan CR155.17(c)(1)(xi)(a)
- ☐ security devices or procedures CR155.17(c)(1)(xi)(b)
- ☐ **Procedures for review and the conduct of drills and other exercises** to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials CR155.17(c)(1)(xiv)
- ☐ **Strategies for improving communication** among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence CR155.17(c)(1)(xvi)
- ☐ A **description of the duties of hall monitors** and any other school safety personnel CR155.17(c)(1)(xvii)
- ☐ A **description of the training** required of all personnel acting in a school security capacity CR155.17(c)(1)(xvii)
- ☐ A **description of the hiring and screening process** for all personnel acting in a school security capacity CR155.17(c)(1)(xvii)
- ☐ Protocols for **responding to state disaster emergencies involving public health**; districts must adopt a continuation of operations plan in the event the governor declares a public health emergency involving communicable disease; Due April 1, 2021
- ☐ The designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to: **(a)** coordination of the communication between school staff, law enforcement, and other first responders; **(b)** lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans; **(c)**

ensure staff understanding of the district-wide school safety plan; **(d)** ensure the completion and yearly update of building-level emergency response plans for each school building; **(e)** assist in the selection of security related technology and development of procedures for the use of such technology; **(f)** coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan; **(g)** ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law section 807; and **(h)** ensure the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner. CR155.17(c)(1)(xix)

**Policies and procedures for annual multi-hazard school safety training** for staff and students. The Plan must include the following at a minimum:

- ☐ A list and description of positions and titles considered essential with justification for that determination.
- ☐ The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.
- ☐ certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner. CR155.17(c)(1)(xiii)

**The district-wide safety plan must be available for public comment at least 30 days prior to its adoption.** CR155.17(3)(i)

- ☐ Such district-wide plans may be **adopted by the school board only after at least one public hearing** that provides for the participation of school personnel, parents, students and any other interested parties. CR155.17(3)(i)
- ☐ Each district shall **submit its district-wide safety plan** and all amendments to such plan to the commissioner, in a manner prescribed by the commissioner, within 30 days after its adoption. Commencing with the 2019-2020 school year, such district-wide plans must be submitted no later than October 1, 2019, and each subsequent October 1st thereafter. CR155.17(3)(i)

### **Public Health Emergencies – Communicable Disease**

**Effective April 1, 2021**, Labor Law §27-c, amends Labor Law §27-1 and adds a new provision to Education Law §2801-a. Labor Law §27-c requires public employers to develop operation plans in the event of certain declared public health emergencies. Education Law §2801-a requires school districts to develop plans consistent with the new Labor Law requirement. The new law requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. **Educational institutions must prepare plans consistent with Labor Law §27-c as part of their school safety plans pursuant to newly added subsection (2)(m) of Education Law §2801-a.** The Plan must include the following at a minimum:

- 1) A list and description of positions and titles considered essential with justification for that determination.
- 2) The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.
- 3) A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.
- 4) Protocols to be implemented to secure personal protective equipment (PPE) sufficient to supply essential workers with 2 pieces of each PPE device needed for each work shift for at least six months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.
- 5) Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
- 6) Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
- 7) Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.

**Details on this Plan are included in Appendix D (Communicable Disease - Pandemic Plan).**

## Remote Instruction Due to Emergency Conditions

**Effective July 27, 2022**, Commissioner of Education Regulations 100.1, 155.17, and 175.5 have been amended to address remote instruction and its delivery under emergency conditions. If a school district would otherwise close due to an emergency, including but not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficiency of water supply, shortage of fuel, destruction of a school building, or a communicable disease outbreak, the school district may remain in session and provide remote instruction. Commencing with the 2023-2024 school year district-wide school safety plans shall include plans for the provision of remote instruction during any emergency school closure to include the following:

1. Policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction.
2. Policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity.
3. Expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction.
4. A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate.
5. A description of how special education and related services will be provided to students with disabilities and preschool students with disabilities, as applicable, in accordance with their individualized education programs to ensure the continued provision of a free appropriate public education.
6. For school districts that receive foundation aid, the estimated number of instructional hours the school district intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions pursuant to section 175.5.

**Beginning in the 2022-2023 school year, each chief executive officer shall report to the Commissioner, no later than June 30 of each school year, on a form and format prescribed by the Commissioner, the results of the survey on student access to computing devices and access to internet connectivity**

**Our Remote Instruction Plan and Student Access Survey can be found in Appendix E.**

### Alyssa's Law

**Effective June 23, 2022**, Education Law 2801-a is amended to require schools to consider installation of Silent Panic Alarms in any school when reviewing and amending school safety plans. A Panic Alarm system is a silent security signal generated by the manual activation of a device intended to signal a life-threatening or emergency situation requiring a response from local law enforcement.

**The District-wide School Safety Team discussed the issue of Silent Panic Alarms at their meeting on \_November 3, 2022\_\_\_\_.** It was agreed that the Nassau County RAVE system installed and tested annually in our district meets this need.

### School District Chief Emergency Officer

The **Superintendent of Schools is the Chief Emergency Officer** and through designated personnel will provide:

- Coordination of communication between school staff/law enforcement/first responders.
- Assistance in the selection of security related technology and procedures for its use.
- Coordination of safety, security, and emergency training for school staff.
- Assistance in required evacuation and lock-down drills completion as required by law.
- Assurance that all school district staff understands the District-Wide School Safety Plan.
- Assurance that the District-Wide School Safety Plan and Building-Level Emergency Response Plans are completed, reviewed annually and updated as needed.

**Superintendent of Schools** Dr. Ann Pedersen

**Address** 195 Broadway, Lawrence, NY 11559 **Contact #** (516) 295-7030

## District-Wide School Safety Team

The District-Wide School Safety Team was **appointed by the School District Board of Education** and will always include the representation noted below at a minimum (**Specific information not included for posting purposes**). The major function of the District-Wide School Safety Team is to create the District-Wide School Safety Plan. The Team will meet routinely and will meet in the 2023-24 school year on **(11/3/22, 4/27/23)**. **Minutes will be kept for each meeting and attendance documented (see Appendix B)**.

- Dr. Ann Pedersen, Superintendent
- Jeremy Feder, Assistant Superintendent for Business and Operations
- Scott Unger, Director of Facilities
- Anthony Mogilski, Supervisor of School Facilities & Operations
- Catherine Santora, Administrative Assistant
- Kathleen Graham, Principal, Lawrence Early Childhood Center at #4 School
- Dr. Kristen McLoughlin, Principal, School #2 Lawrence Primary School
- Jacqueline Beckmann, Principal, Lawrence Elementary School
- Willis Perry, Principal, Middle School
- Dr. Jennifer Lagnado-Papp, Principal, High School
- Patricia Almonaitis, Site Supervisor, Lawrence Early Childhood Center at #4 School
- Susan Brooks, School Nurse
- Rachel Kreiss, Martina Iuliano, LTA
- Student Representative (Optional)
- Parent Representative – Based on parent availability
- Law Enforcement Representative-POP Unit
- Others including Bus Drivers and Monitors- Michael Kaplan, Transportation

## Responsibilities of the District-Wide School Safety Team

The District-Wide School Safety Team will be responsible to assess the vulnerability of the school district to violence and recommend to the Superintendent and School Board preventive actions that they feel are necessary. The Team will meet on a regular basis and minutes of each meeting will be kept. An agenda will be established prior to each meeting. The Team will maintain responsibility for auditing the District-Wide School Safety Plan to determine its success in violence prevention. Some of the teams' primary responsibilities will include:

- 1) **Annual multi-hazard school safety training will be completed by September 15<sup>th</sup>** including training programs for students and staff in **violence prevention and mental health** which may be included in existing professional development. New employees will receive training **within 30 days of hire**.
- 2) Dissemination of information regarding early detection of potentially violent behavior.
- 3) Developing response plans to acts of violence and address threats made by students against themselves, including suicide. Will also address methods for contacting parents/guardians when students make threats of violence against themselves.
- 4) Communicating the Plan to **students and staff and providing written information** about emergency procedures by **October 1<sup>st</sup>** of each school year. **See Appendix A**
- 5) Reviewing previous incidents of violence and examining existing records to identify patterns and trends that may indicate causes of violence (School Safety and Educational Climate (SSEC) including DASA and VADIR; OSHA 200 Logs; Incident Logs; Worker Compensation Reports; Police Reports; Accident Investigations; Grievances, etc.).
- 6) Making recommendations necessary for change.
- 7) Arranging for annual security analysis including the inspection of all buildings to evaluate the potential for violence. Possible evaluators include County and Local Police Departments, consultants or District-Wide School Safety Team Sub-Committee or Building-Level Emergency Response Team.
- 8) Recommending improved security measures based on school building inspection results.
- 9) Conducting annual school building survey of students and staff to identify the potential for violent incidents.
- 10) Reviewing survey results and recommending actions that are necessary.

## Building-Level Emergency Response Team

The Building-Level Emergency Response Team is **appointed by the School Building Principal**. The major focus of this team is to create, monitor, and update the Building-Level Emergency Response Plan. This team, at a minimum will include the following representation:

- Teacher
- Administrator
- Parent Organization
- School Safety Personnel
- Bus Drivers and Monitors
- Community Members
- Law Enforcement
- Fire Officials
- Others

The **Building-Level Emergency Response Team** is responsible for selecting the following:

- **Emergency Response Team** (Core group of actual responders not to be confused with the Building-Level Emergency Response Team which is a larger team for the purposes of planning and monitoring) which has the following representation:
  - School Personnel
  - Law Enforcement Officials
  - Fire Officials
  - Emergency Response Agencies
- **Post-Incident Response Team** (Individuals who can assist in the medical and psychological aftermath of a violent incident or emergency) which has the following representation:
  - Appropriate School Personnel
  - Medical Personnel
  - Mental Health Counselors
  - Others (Psychologists, Social Workers, etc.)

## Prevention and Intervention Strategies/Risk Reduction

### Program Initiatives in the School District include

1. Students Against Destructive Decisions
2. Social Skills Groups
3. Individual & Group Counseling
4. Behavioral Intervention Plans
5. Mentoring Programs
6. Summer School
7. Lions Quest
8. Attendance Social Work Outreach
9. PBIS- Positive Intervention
10. Family Outreach
11. ENL (English as a New Language)
12. SHARP (Alternative School)
13. Suite 360
14. Extra Help
15. Student Outreach
16. School Breakfast Program

## Training, Drills and Exercises

The best way to train students and staff on emergency response procedures is through annual drills and exercises in each school building. After each drill/exercise or real event, teachers in each classroom will review the purpose of the drill with students. Based on the determination of the District-Wide School Safety Team and the Building-Level Emergency Response Team, at a minimum, the following methods may be used:

- Early Dismissal drill to test communication and transportation (parents to be notified one-week prior to drill).
- Live drill including shelter-in-place, hold-in-place, evacuation, lockdown, and lockout.
- Live drill for specific responses (hostage taking, bomb-threat, etc.)
- Situational Drills

- Tabletop exercises
- Emergency Response Team exercises
- Building pre-clearance searches

The school district recognizes that critical evaluation of drills and exercises is the best learning experience and results in improved response procedures. As a result, the district will invite local agencies to participate in and to help evaluate all exercises. These agencies may include but not be limited to the Police and Fire Departments, Rescue and Ambulance Services, Local Office of Emergency Management and the local BOCES Health & Safety Office. The school district, at least once every school year, shall conduct one test of its emergency response procedures under each of its Building-level Emergency Response Plans including sheltering, lockdown, or early dismissal.

**Education Law Section 807 requires eight (8) evacuation and four (4) lockdown drills to be completed in each school building every school year.** De-briefings will occur after every drill or actual event.

**\* Persons in charge of after school events and programs will inform all attendees of building emergency procedures, including evacuation routes, prior to the beginning of the event.**

**Emergency Drills (Minimum Every School Year):**

EDUCATION LAW 807	
<ul style="list-style-type: none"> <li>• <b><u>12 Drills Total Required for School Year</u></b> <ul style="list-style-type: none"> <li>○ <b>4 Lockdowns and 8 Evacuations</b> <ul style="list-style-type: none"> <li>▪ 4 of the evacuation drills through secondary means of egress</li> <li>▪ 1 drill during lunch or assembly unless instruction is provided during lunch or assembly</li> </ul> </li> </ul> </li> <li>• <b><u>2 Additional Drills Required during Summer School</u></b> (1 during first week)</li> </ul>	
September	
October	<u>8 Drills by December 31<sup>st</sup></u>
November	
December	
January	
February	<u>4 Drills for</u>
March	<u>Remainder of</u>
April	<u>School Year</u>
May	
June	
July	
August	<u>2 Additional Drills During Summer School</u>

### Implementation of School Security

School safety personnel will help carry out the District-Wide School Safety Plan and may include anyone in the school community. These individuals have received appropriate annual training as required under the Regulation. Such training has been conducted in cooperation with the Police Department. These individuals are not to be confused with school security guards that we employ who are regulated under the New York State Security Guard Act that requires specific training, fingerprinting and background checks. All our Security Guards receive 8-hours of pre-assignment and 16-hours of in-service training along with an additional 8-hours of annual refresher training. Our contracted security company is a New York State licensed agency (Allied) and all our **security guards** are also individually licensed.



Appropriate school building security measures and procedures have been determined by the District-Wide School Safety Team and Building-Level Emergency Response Team after review of school building procedures and practices, emergency response plan, code of conduct, security surveys/audits, and building-level climate surveys. Based on these findings we have implemented the following security measures:

- Entrance guards and hall monitors – guards and monitors strategically placed at all schools. Meetings are conducted periodically to update security practices and procedures (training for front-end monitors).
- Visitor badge/sign-in procedures – personnel approve, sign in and distribute visitor passes through the Visitor Management System. Visitors are announced to their intended destination.
- Employee/HS Student Photo Identification Program – Each employee of the Lawrence Public Schools has been issued a photo identification card to be worn at all times.
- Head Custodians meet all deliveries.
- Video surveillance – cameras installed at strategic locations within buildings.
- NYS certified security guards from Summit Security – located at the High School entrance gates, and internal mobile guard at the High School.
- Regular security audits – conducted periodically with Nassau County Police POP Squad.
- Random searches of lockers – conducted by custodial staff regularly and as information is provided.

Any other methods deemed necessary to ensure the health and safety of children – see district initiatives on Risk Reduction Prevention and Intervention.

## **Vital Educational Agency Information**

Each Building-Level Emergency Response Plan will contain vital information such as school population, number of staff, transportation needs and telephone numbers of key educational officials.

## **Early Detection of Potentially Violent Behavior (Information & Training)**

The District-Wide School Safety Team will make recommendations for appropriate annual training for students and staff in violence prevention and mental health (on-line training may be utilized). Training will include early warning signs of potentially violent behavior and early intervention/prevention strategies (**See Appendix C**). Training will be conducted by in-house staff, local agencies or others as deemed appropriate. New employees will receive training within 30 days of hire. Training for students and staff will be conducted annually and include:

- An explanation of what constitutes school violence and a description of the school Code of Conduct. Written information on early detection of potentially violent behavior and a summary of the Code of Conduct.
- Dissemination of the New York State Office of Mental Health one-page handout *What Every Teacher Needs to Know – Recognizing Suicide Risk in Students* and review of the “FACTS” warning signs.
- The district will utilize any resources available for violence prevention and mental health training including those found at the following websites:  
<http://www.p12.nysed.gov/sss/documents/MentalHealthResourcesforEducators.pdf>  
<http://www.p12.nysed.gov/sss/documents/SVPIRequiredComponents.pdf>.
- A description of the school district’s Violence Prevention Program and Safety Plan.
- Information on how to report incidents of violence including threats and verbal abuse.
- How to recognize and respond to school security hazards.
- Review of measures implemented to prevent school violence such as use of security equipment and safety procedures and how to diffuse hostile situations.
- How to summon assistance in the event of an emergency.
- Special procedures for bomb threats, hostage-taking, intrusions and kidnapping.
- Post-incident procedures including medical follow-up and the availability of counseling and referral.
- Student training will include post-drill or actual event review by classroom teachers.

Other methods for informing parents and students include:

- Resolving Conflicts Creatively Program (RCCP)
- School social worker outreach
- School counselor involvement



- SEL
- Anger Management programs
- Mailings to parents on violence prevention and early recognition
- Global Compliance Network

Records will be maintained of all participants along with their evaluation of the training program. Trainers will be knowledgeable and familiar with our District-Wide School Safety Plan.

### **Hazard Identification**

As part of each Building-Level Emergency Response Plan, each Building-Level Emergency Response Team will determine sites of potential emergencies that may impact the individual school building. Such sites may include but not be limited to all school buildings, playground areas, properties adjacent to schools, off-site athletic fields, buses and off-site field trips. Specifically defined areas of current concern include:

- Peninsula Blvd.
- J.F. Kennedy Airport
- Shopping mall
- Flood zone and canals

### **Responses to Violence**

#### **(Incident reporting, Investigation, Follow-Up, Evaluation, and Disciplinary Measures)**

All incidents of violence, whether-or-not, physical injury has occurred (verbal abuse, threats of violence, etc.), should be reported immediately and documented through the **School Safety and Educational Climate (SSEC) Summary Data Collection Form as part of the Dignity for All Students Act (DASA) and Violent and Disruptive Incident Reporting (VADIR)**. With the realization that employees and students may otherwise be reluctant to come forward, we will maintain confidentiality. Individuals will be assured that there will be no reprisal for reporting their concerns. Incidents will be reported as follows:

**The School Building Principal/Administrator or Designee will be responsible for receiving and responding to all incident reports including anonymous reports.** Information on the reporting process for students and staff will be provided as part of the violence prevention training program. Each incident will be reported to and evaluated by the District-Wide School Safety Team or Threat Assessment Team for the purpose of compiling data and evaluating the Violence Prevention Program.

Relationships have been established with the Police Department and other emergency response agencies at the building level. Representatives from these agencies participate on Building-Level School Safety Teams.

#### **Reporting:**

Once an incident has been reported, and depending on its severity, the School Building Principal/Administrator or Designee will assume responsibility as the Incident Commander.

- Report it to the Police Department – 911 will always be utilized as the first emergency contact method.
- Secure the area where the disturbance has occurred.
- Ensure the physical safety/medical management of students/staff remaining in the area as soon as possible.
- Ensure that while responding to the incident, the remainder of the building remains appropriately supervised.
- Quickly assess the area of the incident to determine damage as a result of the incident and if it is safe to remain. If necessary, evacuate or shelter as per the Building-Level Emergency Response Plans.
- Provide incident debriefing to students/staff as needed. Notify parents.

#### **Investigation:**

After the incident has occurred the Emergency Response Team/Threat Assessment Team will conduct a detailed investigation. It is the purpose of the Team to focus on facts that may prevent recurrence, not find fault. The Team conducting the investigation will:

- Collect facts on how the incident occurred.

- Record information.
- Identify contributing causes.
- Recommend corrective action.
- Encourage appropriate follow-up.
- Consider changes in controls, policy and procedures.

#### **Follow-up:**

The school district recognizes the importance of responding quickly and appropriately to the medical and psychological needs of students/staff following exposure to a violent incident. All individuals affected by a violent act in the school district will be provided with appropriate medical and psychological treatment and follow-up. Provisions for medical confidentiality and protection from discrimination will be included to prevent the victims of violent incidents from suffering further loss.

#### **Evaluation:**

The District-Wide School Safety Team is responsible for ensuring that an initial school building security analysis is conducted and periodically re-evaluated. These physical evaluations will focus on the identification and assessment of school building security hazards and address necessary changes in building practices. These evaluations will review the potential for different types of violent incidents including bomb threats, hostage-taking, intrusions, and kidnapping. Professionals will be utilized from local law enforcement and private consultants as necessary.

#### **Disciplinary Measures:**

The school district Code of Conduct will be the basis for determining the appropriate disciplinary measures that may be necessary.

#### **Code of Conduct:**

The school district has created a detailed Code of Conduct to describe the expected behavior of students, staff and visitors to school buildings and the disciplinary actions resulting for violations of the Code. The Code, which will be communicated to all students/staff and parents, will serve as a major component of our violence prevention program. The Code will be evaluated annually and revised as necessary to reflect changes in school policies and procedures. A copy of the Code of Conduct will be made available to students, parents, staff and community members. The **Code of Conduct was updated** and made available and posted on our website.

### **Emergency Response Protocols Notification and Activation (Internal and External Communication)**

Quick and accurate contact with appropriate law enforcement officials is essential in the event of a violent incident. These relationships have been established by participation of local response officials on Building-Level Emergency Response Teams. These individuals and appropriate means of contact are documented in the Building-Level Emergency Response Plan.

Internal communication is also of prime importance and will be specifically defined in the Building-Level Emergency Response Plan. Depending on the nature of the emergency, some of the communication methods will include telephone, fax/e-mail, district radio system, NOAA weather radio, intercom, local media, emergency alert system, cellular phones, and others as deemed necessary. Appropriate notifications and methods will be determined by the District-Wide School Safety Team.

The Superintendent of Schools recognizes his/her responsibility to notify all educational agencies within the school district of a disaster and has established the following notification list:

<b>School</b>	<b>Phone</b>
Lawrence High School	516-295-8005
Lawrence Middle School	516-295-7000
Lawrence Early Childhood Center #4	516-295-6400
Lawrence Elementary School at Broadway	516-812-6121
Lawrence Primary School #2	516-295-6200

In general, parent/guardian notification will be conducted by means of the phone tree of emergency contacts established in each school building or other mass notification system (Student Management System and Apptegy). However, in some cases it may be necessary to use other means such as local media. Prior arrangements have been established with the appropriate media.

The school district recognizes that many different types of emergency situations may arise resulting in emergency specific responses. A detailed listing of emergency responses are included in each Building-Level Emergency Response Plan, specifically addressing Criminal Offenses, Fire and Explosion, Medical Emergencies, Natural Hazards, System Failure and Technological Hazards. Each Building-Level Emergency Response Team will be responsible for reviewing and updating these responses and communicating them to students and staff. The following emergency situations are of prime importance:

### **Bomb Threats:**

All school district administrators have familiarized themselves with the **Bomb Threat Standards outlined in the Building-Level Emergency Response Plan** so that appropriate decisions may be made depending on the exact nature of the situation. Issues such as searches, pre-clearance, weather conditions, evacuation, sheltering, notification, returning to the building and false bomb threat prevention are addressed in the Building Plan. The **FBI Bomb Threat Call Checklist** will be available at phone reception areas.

### **Hostage Taking:**

The Building-Level Emergency Response Plan for **Missing/Abducted/Kidnapped Student** procedures will be followed in the event of a hostage situation. In general, the following response actions will be taken:

- The first person aware of the situation will immediately notify the principal's office and call 911.
- The school principal or designee will issue the appropriate alert if necessary and isolate the area.
- The school principal or designee will notify the School Superintendent. No response to the media will be given at this time.
- The school principal or designee will turn over authority to the police upon their arrival and assist as requested.

### **Intrusions:**

The Building-Level Emergency Response Plan hazard specific procedures will be followed in the event of an intrusion. In general, the following response action will be taken:

- The first person becoming aware of an intruder or suspicious person will immediately report this information to the principal's office.
- The principal or designee will approach the intruder to determine the nature of their presence and ask them for identification.
- The principal or designee will accompany the individual(s) to the proper office or if no acceptable purpose can be ascertained, ask the individual(s) to leave. The principal or designee should ensure that the individual(s) has exited the building and alert staff to prevent unrecognized re-entry.
- If the individual(s) refuse to leave, inform them that they are in violation of the law and that the police will be notified. Notify building security if available and Dial 911 or other appropriate emergency notification.
- **If the situation escalates, plain language** will be utilized to notify all building occupants to lockdown according to pre-defined procedures.
- The School Superintendent's office will be notified so appropriate resources can be made available to the school district.
- The building principal should be prepared to relinquish authority and assist the first emergency responder from the police or emergency services.

### **Kidnapping:**

The Building-Level Emergency Response Plan procedures will be followed in the event of a kidnapping. In general, the following response action will be taken:

- During school hours, **when a student has already been documented as present**, the first person aware of a kidnapping or missing student will immediately notify the principal's office who will obtain student information and photo I.D. School building staff and security personnel will search the building and also utilize the public announcement system.
- Parent/guardian will be notified. If student is not found, police will be notified.
- The school principal will turn over the investigation to the police upon arrival and assist as requested. No information is to be released to the media.

- Parents will be notified immediately if the student is located.
- During school hours, **when a student has not arrived at school**, parent or guardian will immediately be contacted. Parents should be asked to contact the school if the student is located.
- If a student is not legally absent, he/she could be lost, a runaway or truant (determine if any friends are also missing).
- The student's means of transportation to school should be reviewed. If student is not located, the police should be notified. Student information and photo I.D. will be obtained.
- The School Superintendent will be notified.
- The school principal will turn over the investigation to the police upon arrival and assist as requested. No information is to be released to the media.
- Parents will be notified immediately if the student is located.
- After school hours, **when a student has not arrived at home**, the school may be notified by a concerned parent/guardian.
- Gather any information available on the student and their departure from school.
- Advise parent/guardian to contact friends.
- Advise parent/guardian to contact police if student is not located. School principal or designee should be available for police investigation.
- Ask parent/guardian to re-contact school if student is located.

### **Responses to Acts of Violence Including Suicide Threats (Implied or Direct Threats)**

Response actions in individual buildings will include:

- Implementation of the Incident Command System.
- Use of staff trained in de-escalation techniques.
- Inform building Principal.
- Determine level of threat with Superintendent (Activate Threat Assessment Team).
- Contact law enforcement agency, if necessary.
- Monitor situation, adjust response as appropriate, utilize Building Emergency Response Team if necessary.

### **Responses to Acts of Violence (Actual)**

The following procedures will be followed when responding to actual acts of violence:

- Implementation of the Incident Command System.
- Determine the level of threat.
- If necessary, isolate the immediate area through a Hold-In-Place.
- Inform building Principal/Superintendent.
- If necessary, initiate lockdown procedure and contact appropriate law enforcement agency.
- Monitor situation, adjust response as appropriate, if necessary, initiate early dismissal, sheltering or evacuation procedures.

### **Response Protocols**

Response protocols to specific emergencies will vary but usually will include the following:

- Implementation of Incident Command System
- Identification of decision makers
- Plans to safeguard students and staff
- Procedures to provide transportation, if necessary
- Procedures to notify parents
- Procedures to notify media
- Debriefing procedures

## School Building Chain-of-Command Table

School Building	IC #1	IC #2	IC #3
Lawrence High School	Dr. J. Lagnado-Papp	K. Stanley	A. Schiavo
Lawrence Middle School	W. Perry	D. Rivellese	J. Capogna
Lawrence Early Childhood Center #4	K. Graham	A. Buttafuoco	P. Almonaitis
Lawrence Elementary School at Broadway	J. Beckmann	N. DiFilippi	F. Ngjeci
Lawrence Primary School #2	Dr. K. Mccloughlin	M. Sacco	S. Bezalel

### Emergency Assistance and Advice from Local Government

Depending on the nature of the emergency, the school district may need to obtain assistance from local government agencies. During an emergency the Incident Commander will contact 911 to obtain emergency services. Other agencies that may be contacted to obtain assistance may include the Red Cross, Fire Department, Local Police Department, Nassau County Office of Emergency (Commissioner), Nassau County Department of Mental Health, Nassau BOCES District Superintendent, Private Industry Groups, Religious Organizations, among others. For specific assistance beyond the scope of the school district's resources, the Nassau County Office of Emergency Management will coordinate with State and Federal agencies and assist in all post-incident response. These contacts are clearly delineated in the Building-Level Emergency Response Plans.

### District Resources Use and Coordination

**Building-Level Emergency Response Plans will address the identification, availability, and use of resources.** This will include procedures for coordination of these resources including manpower and Chain-Of-Command.

### Protective Action Options

Building-Level Emergency Response Plans, which are confidential, address the following response actions as determined by the nature of the emergency. Specific response actions are explained in detail in each building plan:

- **School Cancellation** (Conditions warrant making a decision not to open schools)
- **Early Dismissal** (Conditions warrant returning students to their homes)
- **Evacuation** (Conditions in the building are unsafe warranting relocation)
- **Sheltering** (Conditions warrant movement to a safe place in the building)
  - **Shelter-In-Place (weather related)**
  - **Shelter-In-Place (Generic/Non-specific Bomb Threat)**
  - **Shelter-In-Place (Specific Bomb Threat)**
- **Hold-In-Place** (Conditions warrant isolation of a specific area of the building – usually short-term)
- **Lockdown** (The most serious situation for a school – a threat is in the building)
- **Lockout** (A threat exists outside the school building or in the vicinity)

## National Terrorism Advisory System (NTAS)

**NTAS** advisories – whether they be Alerts or Bulletins – encourage individuals to follow the guidance provided by state and local officials and to report suspicious activity. Where possible and applicable, NTAS advisories will include steps that individuals and communities can take to protect themselves from the threat as well as help detect or prevent an attack before it happens. Individuals should review the information contained in the Alert or Bulletin, and based upon the circumstances, take the recommended precautionary or preparedness measures for themselves and their families.

### **Bulletin:**

Describes current developments or general trends regarding threats of terrorism.

### **Elevated Threat Alert:**

Warns of a credible terrorism threat against the United States.

### **Imminent Threat Alert:**

Warns of a credible, specific, and impending terrorism threat against the United States.

Individuals should report suspicious activity to local law enforcement authorities. Often, local law enforcement and public safety officials will be best positioned to provide specific details on what indicators to look for and how to report suspicious activity. The ***If You See Something, Say Something™*** campaign across the United States encourages the public and leaders of communities to be vigilant for indicators of potential terroristic activity, and to follow the guidance provided by the advisory and/or state and local officials for information about threats in specific places or for identifying specific types of suspicious activity.

## Recovery – School District Support for Buildings

The Emergency Response Teams and the Post-Incident Response Teams will be supported in their efforts by all available in-district resources and personnel as required by the nature of the emergency. County and State resources and personnel will be obtained as dictated by the nature of the emergency.

A School District Support Team will be available when necessary to assist all school buildings in their response effort. This Team will be composed of:

- Superintendent of Schools or Designee
- School Business Official
- Director of Facilities
- Transportation Coordinator
- Food Service Director
- Head Nurse
- Others as deemed necessary

## Disaster Mental Health Services

The **Building-Level Emergency Response Team** will designate the **Post-Incident Response Team** in each school building to respond in crisis situations and help provide disaster mental health services as outlined in our **Building-Level Emergency Response Plan**. Depending on the scope of the situation, the Nassau County Office of Emergency Management and Department of Mental Health may be contacted to help coordinate a County or State-Wide effort.

## Threat Assessment

Threat Assessment is a fact-based investigative and analytical approach that:

- Focuses on what a particular student is doing and saying; and
- Not on whether the student "looks like" those who have attacked schools in the past.
- Threat assessment emphasizes the importance of such behavior and communications for identifying, evaluating, and reducing the risk posed by a student who may be thinking about or planning for a school-based attack.

### **The Six Principles of Threat Assessment:**

1. Targeted violence is the end result of an understandable, and oftentimes discernible, process of thinking and behavior.
2. Targeted violence stems from an interaction between the individual, the situation, the setting, and the target.
3. An investigative, skeptical, inquisitive mindset is critical to successful threat assessment.
4. Effective threat assessment is based upon facts, rather than characteristics or traits.
5. Threat assessment is guided by an integrated systems approach.
6. The central question in a threat assessment inquiry is whether a student poses a threat, not whether a student made a threat.

Please see the following documents and **Appendix F** for further Threat Assessment guidance:

***Enhancing School Safety Using a Threat Assessment Model***; United States Secret Service, 2018. [Enhancing School Safety Using a Threat Assessment Model \(cisa.gov\)](https://www.cisa.gov/enhancing-school-safety-using-a-threat-assessment-model)

***Averting Targeted School Violence***; United States Secret Service, 2021. [USSH Averting Targeted School Violence.2021.03.pdf \(secretsservice.gov\)](https://www.secretservice.gov/USSS-Averting-Targeted-School-Violence-2021-03.pdf)

### **Forms and Recordkeeping**

The success of our Violence Prevention Program will be greatly enhanced by our ability to document and accurately report on various elements of the program along with training staff on our Plan. This will allow us to monitor its success and update the program as necessary. Forms, resources, and training materials have been developed for this purpose and can be obtained on the **Nassau Schools Emergency Planning Consortium Website** at:

[www.nassauschoolemergency.org](http://www.nassauschoolemergency.org) under the **Safety Plans** tab.

## **APPENDIX A**

### **Parents/Students/Staff Annual Notification**



# Lawrence School District

## EMERGENCY PLANNING • A GUIDE FOR PARENTS/STUDENTS/STAFF

The Lawrence Public Schools have always been serious about being prepared for emergencies. Each year, the District's entire Emergency Plan is reviewed and updated to meet New York State regulations. The plan addresses an enormous range of issues, from dealing with the onset of a crisis situation, to addressing the psychological and emotional needs of students and adults in its aftermath.

When an emergency occurs, the first and foremost concern of every Lawrence staff member is the safety of the children in our care. This guide provides a brief description of how the school district will manage an emergency and how parents can support those vital efforts.

### GENERAL INFORMATION:

The Lawrence Union Free School District has established a **District-Wide School Safety Plan (which is posted on our website at <https://5il.co/1c2xi>)** and a **Building-Level Emergency Response Plan** for each School Building in the District. **The Building-Level Emergency Response Plan is a confidential document which cannot be shared with the public.** Each of these plans is coordinated with police, fire and other officials in the county and state-wide agencies.

### WHAT ARE THE SCHOOL SECURITY PROCEDURES?

All doors that lead to the outside are locked when school is in session. In order to enter the building, the parent/visitor may only enter through the main entrance and must obtain a visitor's pass. Any unauthorized person on school property will be reported to the school Principal or designee. Unauthorized persons will be asked to leave. School personnel are required to wear photo ID badges for identification purposes. Children are instructed to look for these ID badges. Visitors are required to wear a temporary badge which indicates an individual is an authorized visitor.

### HOW WILL THE SCHOOL RESPOND TO AN EMERGENCY?

The Superintendent of Schools or Designee may implement one of the following emergency response procedures:

- 1. Go-Home-Early:** Returns students to their homes and family as quickly as possible. Schools maintain the names and contact numbers of family/guardians, and identify students with special needs. **No student will be released to an empty home.**
- 2. Shelter:** Keeps students and staff in their buildings in a secure location when it is safer to stay inside than go out. Generally, sheltering is for a short time until it is safe to either evacuate to another building, or to send students home. However, the District is prepared to shelter students as long as necessary. This option may even be utilized during a bomb threat if specific procedures are followed.
- 3. Evacuation:** Requires all building occupants to leave the building and go to a pre-determined, safe location outside of the school building. Evacuation could mean going outside to the evacuation site until the danger has passed. It could also mean going to the evacuation site with the intention to be **transferred** to another location. Circumstances in which this could happen would include severe weather outside, or a very dangerous hazard that requires students to be out of the area of the school. Evacuation locations are not given out to the general public for safety reasons. However, if students are transferred to another location, parents/guardians will be notified as soon as students are settled and safe.
- 4. Lockout:** A lockout is a procedure which allows the school to continue with a normal day inside the building, but locks out any unauthorized persons into the building. A situation which could warrant this would be a dangerous person or threat in the community or area. **Students will not be released to parents/guardians when a lockout is in progress.**
- 5. Lockdown:** A lockdown of the building requires all students and staff to remain in the room that they are in, lock all doors and stay out of sight. Students and staff that are in the hallway are to go to the nearest classroom. The presence of an intruder is one reason to invoke this type of response. The only way a lockdown can end is by emergency responders physically releasing all locations that are locked down. **Students will not be released to parents/guardians when a lockdown is in progress.**

## **WHAT KIND OF EMERGENCIES DOES THE SCHOOL DISTRICT'S EMERGENCY PLAN ADDRESS?**

- Criminal offenses such as bomb threats, kidnapping or violent behavior
- Natural hazards such as severe weather
- Environmental hazards, for example, exposure to hazardous materials, fire, explosions or plane crash
- Medical emergencies including serious contagious disease, accident or illness of a student or staff member

## **ARE THERE EMERGENCY PLANNING DRILLS?**

**Yes,** New York State regulations require school districts to test their emergency plans in each school building through exercises and drills. Parents/guardians will be informed of these drills, without specific details, to ensure safety.

## **SHOULD I PICK UP MY CHILD AT SCHOOL DURING AN EMERGENCY?**

**Not unless directed to do so.** While every parent's natural instinct in an emergency is to go to the school to protect his/her own child, it is important to realize that doing so may significantly affect the District's ability to respond to the situation. For example, cars driving up to the building will restrict access by emergency vehicles that are responding to the emergency, or school buses that are loading children to evacuate them or take them home. The building's staff will be actively working to ensure the safety of all students. It may seem logical that every student taken home by a parent reduces the responsibility of the staff, but in a fast moving situation that requires a great deal of careful coordination and communication, it actually makes the critical task of keeping track of students more difficult.

## **HOW WILL PARENTS/GUARDIANS AND STUDENTS BE REUNITED?**

An area will be designated for parents to pick up students. Photo identification must be shown in order for a student to be brought to the reunification area.

## **WHAT PROVISIONS ARE MADE FOR STUDENTS WITH DISABILITIES?**

Every school building has a plan of action to evacuate any student with special needs.

## **WHERE CAN I GET INFORMATION DURING AN EMERGENCY?**

Chances are that you will have difficulty reaching the school by phone when you try. The school will be making every effort to contact you through automated calling systems and our website. The schools have every child's emergency contact information that they have readily available for emergencies. Other sources of information include the PTA Presidents. School officials may utilize the parent organizations to activate their phone chains. TV News 12 and local media will also be utilized.

## **WHAT CAN I DO TO PLAN AHEAD?**

The two most important things you can do are:

1. **Make sure your child's school has the most up-to-date emergency contact information.**
2. **Review with your child any alternative arrangements you have made in case an emergency prevents you from being home.**

## **SCHOOL TELEPHONE NUMBERS:**

Early Childhood Center at # 4 School, Kindergarten Office	(516) 812-7555
Early Childhood Center at # 4 School, Pre-K Office	(516) 295-6400
Lawrence Primary at # 2 School	(516) 295-6200
Lawrence Elementary School	(516) 812-6121
Lawrence Middle School	(516) 295-7000
Lawrence High School	(516) 295-8005

**Lawrence Union Free School District, 195 Broadway. Lawrence, NY 11559**  
Superintendent, Dr. Ann Pedersen, Ed.D.

## **APPENDIX B**

### **District-wide School Safety Team Meeting Minutes and Attendance (On File)**

**Sample School District**  
**District-wide School Safety Team Meeting Attendance and Minutes**  
**September 10, 2022**

**Required Attendance**

<b>Representatives</b>	<b>Name</b>	<b>Absent/Present</b>
School Board Member		
Teacher Representative		
Administrator		
Parent/Teacher Organization		
School Safety Personnel		
Others Including Bus Drivers & Monitors		
Student (Optional)		

**Additional Attendance**

<b>Organization or School</b>	<b>Name</b>	<b>Title</b>

**Agenda**

1. District-wide Safety Plan Review
2. Incident Review
3. Principal Reports
4. Status of Exercises/Drills
5. Training

**Minutes**

## APPENDIX C

### Suicide Prevention & Mental Health Resources

What Every Teacher Needs to Know: Recognizing Suicide Risks in Students (see example on next page)  
(<https://www.preventsuicideny.org/wp-content/uploads/2020/05/SPCNY-Teachers-Brochure.pdf>)

A Guide to Suicide Prevention in New York Schools  
(<https://www.preventsuicideny.org/wp-content/uploads/2019/08/SchoolsSuicidePreventionGuide.pdf>)

School Mental Health Resource Training Center  
(<https://www.mentalhealthnys.org/>)

Suicide Prevention: Classroom Talking Points  
(<https://www.preventsuicideny.org/wp-content/uploads/2020/05/SP-in-the-Classrooms-Bleed-File.pdf>)

National Alliance on Mental Illness in New York State  
(<https://www.naminys.org/>)

NYS Education Department and NYS Center for School Safety Training module to meet the requirements for annual safety plan training to be completed by September 15<sup>th</sup> as required by the SAVE legislation can be viewed at:

[Annual Safety Login | nyscfss.org](https://nyscfss.org)

[Global Compliance Network Login | https://site.gcntraining.com/](https://site.gcntraining.com/)



## IF YOU NOTICE ANY OF THESE WARNING SIGNS, TAKE ACTION!

Signs that a student may be at risk include the following F-A-C-T-S:

- **FEELINGS** like expressing hopelessness about the future, seeming sad and unhappy, being anxious and worried, or getting angry and aggressive.
- **ACTIONS** like withdrawing from activities or friendships, doing risky, dangerous things like drinking & driving, or researching ways to die online.
- **CHANGES** in the normal mood and behavior of your student. In some ways, this may be what is easiest for you to notice. If you observe changes that concern you, reach out to others in the student's life (i.e., parents, teachers, friends, religious leaders, etc.) to see if they've also noticed changes.
- **THREATS** are sometimes direct like "I'd rather be dead". They can also be vague like "I just don't care about anything anymore."
- **SITUATIONS** are events that can serve as triggers for the suicidal behavior. These can include things like getting into trouble at home or school or with the law, experiencing some type of loss or facing a life change that may be too overwhelming for the student to deal with on their own.

### SUICIDE IS PREVENTABLE.

By taking time to notice and reach out to someone you feel is at risk, **you** can be the beginning of a positive solution.



Office of  
Mental Health

## WHAT EVERY TEACHER NEEDS TO KNOW:

*Recognizing Suicide  
Risk in Students*



[www.PreventSuicideNY.org](http://www.PreventSuicideNY.org)

**Youth Suicide Prevention  
is Everyone's Business!**

# YOUR ROLE AS A TEACHER IS CRITICAL

Does teaching seem to get harder every year?

Are there more requirements, more testing, and less time for you to think—let alone plan?

Are you expected to take more responsibilities for your students, even when they are more challenging and when some of them may be at-risk for suicide?

### Did you know that according to national data:

*Almost 30% of 9th through 12th grade students have felt so sad or helpless during the course of an academic year that they couldn't do the things they normally do?*

*Or that there has been a dramatic rise in the suicide attempt rate for 10 to 14 year olds?*

*Or that suicide is the 2nd leading cause of death for youth in New York State?*



### Who are these kids?

**They're sitting in your classrooms every day.**

Although your job is to teach them, not diagnose them, there are ways that can help you better identify these struggling students and get them to someone who is trained to make a more complete assessment of their needs. Students who are thinking about suicide are not concentrating on school work; they are often preoccupied with problems that seem overwhelming and unsolvable.

*Your role in this process is critical but very limited and is often the first step in getting students the help they need.*

### So how do you accomplish this?

By doing what you do best—simply paying attention to your students and knowing where to send them in your school if you notice anything that concerns you.

The majority of those students who are thinking about suicide show direct or indirect warning signs. These are things that reflect a change in the student's behavior, attitude or feelings from as little as two weeks ago.

Some common warning signs are listed on the back panel of this brochure. If you see any of these, your responsibility is to get that student to the appropriate resources in your building.

**Remember, your job isn't to figure out what the problem is—It's simply to get this student help.**

Be sure to follow up with that resource person to ensure action is being taken and check in with the student to see how things are going. If you continue to be concerned, let that resource person know.

**Suicide risk doesn't immediately disappear once an intervention is made, so keep your eyes open!**

Noticing and referring potentially at-risk students are only the beginning of the suicide prevention equation. Equally important is your role in encouraging students to seek help if they have a problem and to turn to a trusted adult for support.

Help-seeking is called a protective factor, the kind of thing that can buffer us from life stressors.

The single most important protective factor for youth is a relationship with one trusted adult. As you know too well, many of your students may not have very supportive situations outside of school, so their trusted adult is often someone in their school community.

### What does it take to be a trusted adult to a student?

Here's how students describe it:

- Making time to talk, even if your schedule is tight
- Taking my concerns seriously, no matter how trivial they seem
- Not telling me "It will be better tomorrow"
- LISTENING! Recognizing you probably can't fix what I'm worried about but just listening to me talk about it can help
- Being honest if you think you have to tell someone else about my problem
- Taking action when it's necessary
- Remembering what we talked about and asking me about it later

When you review this list, you'll probably find that these are the same things you look for in someone to whom you turn for help—It's no different! While simply listening to a student talk about suicide can be very difficult, remember, it's the first step in the process.

***That critical next step is getting that student to the resources in your school that can offer more help!***

## **APPENDIX D**

### **Communicable Disease - Pandemic Plan**

**2801-a (2)(m) District-wide Safety Plan:**  
**Protocols for a State Disaster Emergency Involving a Communicable Disease**

On September 7, 2020, Governor Cuomo signed into law Chapter 168 of the Laws of 2020, as amended by Chapter 30 of the Laws of 2021 that requires public employers, including public school districts, to adopt a continuation of operations plan in the event that the governor declares a state disaster emergency involving a communicable disease. The legislation (S.8617-B/ A.10832) amends subdivision 2 of [section 2801-a of New York Education Law](#) to require that District Safety Plans include protocols for responding to a state disaster emergency involving a communicable disease that are “substantially consistent” with the provisions of section 27-c of the Labor Law. As a result of this change, the Board of Regents adopted amendments to Commissioner’s Regulation §155.17 in April 2021, that were that were made permanent at the July 2021 meeting of the Board of Regents.<sup>1</sup>

Pursuant to the amendments to New York Education Law §2801-a and Commissioner’s Regulation §155.17, the district-wide school safety team should incorporate required continuation of operations components in the District-wide School Safety Plan. Amendments to the District-wide School Safety Plan must be made available for public comment at least thirty (30) days prior to adoption and may be adopted by the school board (or governing body) only after at least one (1) public hearing that provides for the participation of school personnel, parents, students, and any other interested parties.

*a.) A list and description of the types of positions considered essential in the event of a state-ordered reduction of in-person workforce as a result of a state disaster emergencies involving public health. Such designation may be changed at any time in the sole discretion of the employer.*

*Consider whether cafeteria, transportation and/or other staff may be necessary for meal preparation and delivery to homes; check-ins with students and technology delivery systems; staff providing mental health or technology services; business staff for continued operations, and other staff providing services to students.*

<b><u>Essential Position Type</u></b>
<b>See Below:</b>

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<sup>1</sup> See April 2021 Regents Meeting Agenda Item: Proposed Amendment to §155.17 of the Regulations of the Commissioner of Education Relating to District-wide School Safety Plans at: <https://www.regents.nysed.gov/common/regents/files/421p12a1.pdf> and July 2021 Regents Meeting Item: Proposed Amendment to §155.17 of the Regulations of the Commissioner of Education Relating to District-wide School Safety Plans at: <https://www.regents.nysed.gov/common/regents/files/721brca9.pdf>



District Wide Essential Employee Determination				
Title	Description	Justification	Work Shift	Protocol
Administrators	Oversees buildings/departments within the District	Oversees buildings/departments within the District	As needed with staggered schedules where necessary	Notifies the Superintendent & Facilities Director of need to be in the building. Signs log in each room they enter. Wears PPE & maintains social distance.
Human Resources	Maintains all records for staff within the District	Access and update files, time logs, attendance, etc.	Staggered schedules based on density and need of access	Notifies the Superintendent & Facilities Director of need to be in the building. Signs log in each room they enter. Wears PPE & maintains social distance.
Payroll Department	Performs all payroll functions	Update, record, and issue payments	Staggered schedules based on density and need of access	Notifies the Superintendent & Facilities Director of need to be in the building. Signs log in each room they enter. Wears PPE & maintains social distance.
Business Department	Pays bills, payroll for contracted workers, etc.	Ensures continuity of payments and operations	Staggered schedules based on density and need of access	Notifies the Superintendent & Facilities Director of need to be in the building. Signs log in each room they enter. Wears PPE & maintains social distance.
Facilities Department	Maintains HVAC, heating systems and ensures continuity of operations	Monitors building facilities for maintenance and repair	Varied	Signs building logs upon entry. Wears PPE & maintains social distance.
Contracted Essential Employee Determination				
Title	Description	Justification	Work Shift	Protocol
Vendor	EGL Plumbing	Plumbing and heating repairs	As needed	Wears PPE & maintains social distance.
Vendor	Comfort Kool HVAC	Air conditioning and refrigeration repairs	As needed	Wears PPE & maintains social distance.
Vendor	LEB Electric	Electrical repairs	As needed	Wears PPE & maintains social distance.
Vendor	Johnson Controls	Fire alarm repairs	As needed	Wears PPE & maintains social distance.
Vendor	EnviroScience Consultants, Inc.	Environmental testing and monitoring	As needed	Wears PPE & maintains social distance.
Vendor	Intralogic Solutions	Security and monitoring system repairs	As needed	Wears PPE & maintains social distance.
Vendor	Parkway Exterminating	Pest Control	As needed	Wears PPE & maintains social distance.
Vendor	Allied Universal Security Services	Secure perimeter	As needed	Wears PPE & maintains social distance.
Vendor	Whitson's	Provide food services	As needed	Wears PPE & maintains social distance.
Vendor	<b>Maccarone Plumbing</b>	Plumbing and Heating Repairs	As needed	Wears PPE and maintains social distance.
Vendor	<b>Hitech AC Service</b>	HVAC Repairs	As needed	Wears PPE and maintains social distance.

*b.) A description of protocols the employer will follow for non-essential employees to telecommute including, but not limited to, facilitating or requesting the procurement, distribution, downloading and installation of any needed technology, including software, data, and the transferring of office phone lines to work or personal cell phones as practicable or applicable to the workplace, and may include devices.*

#### **Telecommuting Protocol: Technology**

##### **Technology & Connectivity for Students - Mandatory Requirements:**

- All students and teachers are assigned Chromebooks at the beginning of the year or at the time they enroll within the district;
- Any family who notifies the school of a need for internet access at home is issued a T-Mobile Hotspot provided by the District; and

##### **Mobile Devices Delivery:**

Technology offers schools and districts increased options for continuing learning during extended closures. Technology can be leveraged in different ways to meet local needs, including but not limited to:

- Communication (e-mail, phone, online conferencing, social media)
- Teacher/student and student/student interaction (office hours, check-ins, peer collaboration)
- Instruction (video/audio recordings of instruction, instructional materials, synchronous distance learning, asynchronous online courses)
- Learning Materials and Content (digital content, online learning activities)
- Additional Technology Devices Assessments:
  - Identify students' technology needs to include adaptive technologies
  - Use GoGuardian Fleet procedures to assign and check out all mobile devices
  - If a shutdown happens abruptly, plan a pick-up time and location, and arrange to deliver devices to those who cannot pick them up.

*c.) A description of how the employer will, to the extent possible, stagger work shifts of essential employees to reduce overcrowding on public transportation systems and at worksites.*

#### **Work shift Modification(s)**

Depending on the exact nature of the communicable disease and its impact, Nassau BOCES is prepared to enact numerous strategies to reduce traffic congestion and maintain social distancing requirements in order to minimize building occupancy. The following will be considered:

- Limiting building occupancy to 25%, 50% or 75% of capacity or the maximum allowable by State or Local guidance.
- Forming employee work shift cohorts to limit potential contacts.
- Limit employee travel within the building.
- Limit restroom usage to specific work areas.
- Stagger arrival and dismissal times.
- Alternate work-days or work weeks.

- Implement a four-day work week.
- Limit or eliminate visitors to the building.

The school district will utilize these base strategies and expand upon them as necessary in order to address any public health emergency. **Actual information can be found in the Essential Employee Worksheets.**

*d.) A description of the protocol the employer will implement, in order to procure the appropriate Personal Protective Equipment (PPE) for essential employees, based upon the various tasks and needs of such employees in a quantity sufficient to provide personal protective equipment to each essential employee during any given work shift. Such description shall also include a plan for storage of such equipment, to prevent degradation and permit immediate access, in the event of an emergency declaration.*

### Personal Protective Equipment (PPE) Protocol

#### PPE & Face Covering Availability:

- The school district will provide employees with an acceptable face covering at no-cost to the employee and have an adequate supply of coverings in case of replacement.
- Cloth face coverings are meant to protect other people in case the wearer is unknowingly infected (many people carry COVID-19 but do not have symptoms).
- Cloth face coverings are not surgical masks, respirators, or personal protective equipment.
- Information should be provided to staff and students on proper use, removal, and washing of cloth face coverings.
- Masks are most essential in times when physical distancing is difficult.
- Procurement, other than some very basic preliminary purchases will be done on a consolidated basis to ensure that the Agency is getting the most for its PPE dollars.
- Teach and reinforce use of face coverings among all staff.
- We have encouraged all staff to utilize their own personal face coverings but have secured and will provide PPE for any employee requesting such protection. Specialized PPE (N95s, face shields, gowns, gloves, etc.) may be required for specific work tasks and will be provided as deemed necessary. Those individuals that are required to wear N-95 respirators will be fit-tested and medically screened prior to use to assure they are physically able to do so. We will work in partnership with the Nassau University Medical Center to provide this capability. Parents will also be encouraged to provide face coverings for students however, face coverings will be provided for any student that cannot provide their own.

### Plan for Storage/Access

- The Facilities Department is working with programs to determine the overall PPE needs of the Agency. Centralized purchasing will be used when possible.

• Disposable Face Covering Supplies				
•				
Group	12 Week Supply 100% Attendance	12 Week Supply 50% Attendance	12 Week Supply 25% Attendance	Assumptions

Students	30,000	15,000	7,500	1 Disposable Mask per Week per Student (supplements parent provided)
Teachers/Staff	6,000	3,000	1,500	5 Disposable Masks per Week per Teacher
Nurse/Health Staff	600	300	150	10 Disposable Masks per Week per School Nurse

PPE for High Intensity Contact with Students			
Item	1 Week Supply for 1 Health Staff	12 Week Supply	Assumptions
Disposable Nitrile Gloves	15	900	10 per Week per Health Staff
Disposable Gowns	15	900	10 per Week per Health Staff
Face Shields	2	n/a	2 Re-usable per Health Staff
Waste Disposal Medium	1	n/a	1 Unit per Health Staff Total
N-95 Respirators*	10	600	10 per Week per Health Staff

**\*Note:** N-95 respirators are recommended only if staff will be in contact with a suspected COVID-19 positive case and/or aerosol-generating procedure. Those employees required to wear N-95 respirators will need to be fit tested and medically evaluated in order to determine if the employees are capable of wearing an N-95 respirator without impacting health.

*e.) A description of the protocol, in the event an employee is exposed to a known case of the communicable disease that is the subject of the state disaster emergency, exhibits symptoms of such disease, or tests positive for such disease in order to prevent the spread or contraction of such disease in the workplace. Include actions to be taken to immediately and thoroughly disinfect the work area of any employee known or suspected to be infected with the communicable disease as well as any common area surface and shared equipment, and employer policy on available leave to receive testing, treatment, isolation, or quarantine.*

**Consider** disinfection protocols, substitute workers, testing and tracing.

### Employee Exposure Protocol

We have collaborated with our partners to assure complementary efforts. We have invited representatives from the Nassau County Department of Health, Police Department, Office of Emergency Management, Department of Mental Health and others to attend our District-wide School Safety Team meetings. This will allow us to send consistent messages to the school community on pandemic related issues.

- The District-wide Command Center will be at the Office of the Superintendent with the alternate at the Office of the Assistant Superintendent and will be activated at the direction of the School District Incident Commander. We have established our District-wide Incident Command Structure as follows:
  - Dr. Ann Pedersen**                      **Superintendent**                      **516-295-7030**
  - Jeremy Feder**                      **Assistant Superintendent for Business**                      **516-295-7066**
  - Scott Unger**                      **Director of Facilities**                      **516-295-7045**

Building-level Command Posts and Incident Command Structures are defined in the Building-Level Emergency Response Plans. Our Incident Command System will complement and work in concert with the Federal, State, and Local Command Systems. Our central administrators and school building principals have completed both the IS 100 (Introduction to Incident Command) IS 362 (Multi-Hazard Emergency Planning for Schools) and IS 700 (National Incident Management System) training courses which are available on-line through the Nassau

Schools Emergency Planning Consortium Website at [www.nassauschoolemergency.org](http://www.nassauschoolemergency.org) or FEMA website. We are also recommending that all District-wide School Safety Team members, administrators, principals, nurses and others take the Johns Hopkins University COVID-19 Contact Tracing Course which is offered free-of-charge at <https://www.coursera.org/learn/covid-19-contact-tracing>.

- The school district has designated a COVID-19 safety coordinator (administrator), for each of its schools, whose responsibilities include continuous compliance with all aspects of the school's reopening plan, as well as any phased-in reopening activities necessary to allow for operational issues to be resolved before activities return to normal or "new normal" levels. The coordinators shall be the main contact upon the identification of positive COVID-19 cases and are responsible for subsequent communication. Coordinators shall be responsible for answering questions from students, faculty, staff, and parents or legal guardians of students regarding the COVID-19 public health emergency and plans implemented by the school.

<i>Lawrence High School</i>	<i>Dr. Lagnado-Papp, Principal</i>	<i>516-295-8009</i>
<i>Lawrence Middle School</i>	<i>Mr. Perry, Principal</i>	<i>516-295-7000</i>
<i>Lawrence Early Childhood Center #4</i>	<i>Mrs. Graham, Principal</i>	<i>516-295-7099</i>
<i>Lawrence Elementary School at Broadway</i>	<i>Mrs. Beckmann, Principal</i>	<i>516-812-6121</i>
<i>Lawrence Primary School #2</i>	<i>Dr. Mcloughlin, Principal</i>	<i>516-295-6200</i>

- Communication will be important throughout a pandemic outbreak. It will be necessary to communicate with parents, students, staff, and the school community. Communication methods may include; websites; school postings; general mailings; e-mails; special presentations; phones and cell phones, texting; reverse 911 systems, and the public media. A school district Public Information Officer (PIO) (**Superintendent**) has been designated to coordinate this effort and act as the central point for all communication. The PIO will also retain responsibility for establishing and maintaining contact with accepted media partners. The PIO will work closely with our Technology Director to assure proper function of all communication systems. This coordination will also help assure that as many redundant communication systems as possible are available. The District utilizes our Apptegy app and website with text and voice message capabilities. We have tested/exercised our communication systems on 11/30/2020.
- Continuity of operations and business office function could be severely impacted by a loss of staff. As such, our plan will include procedures for maintaining essential functions and services. This will include:
  - Overall Operations – we have defined the following decision-making authority for the district (**Superintendent, Assistant Superintendent**). Recognizing the need for these essential individuals to have frequent communication we have established as many redundant communication systems as possible. Our primary communication will be through our normal phone system followed by hand-held radios (utilized by facilities, building administrators, and security), cell phones (all staff), e-mail (all staff), district automated phone notification system (all staff).
  - The Business Office is essential for maintaining overall function and facilities operation. Back-up personnel will be important to maintain purchasing and payroll responsibilities. We have defined the following job titles for having back-up responsibility in these areas. Recognizing the need for job cross-training, we have trained individuals with the following job titles (Secretary to the Superintendent and Administrative Assistant for Human Resources) in Spring 2020. We have also established the ability to maintain these essential functions off-site from remote locations as follows: individuals determined to need off-site remote access will be issued a District computer with Virtual Private Network access. Off-site function was tested in Spring 2020.
  - Maintenance of facilities will be difficult with a reduced or absent maintenance staff. The Director of Facilities or back-up designee will keep the business office informed of such status and of the point at which buildings can no longer be maintained. The Director of Facilities has provided building administrators with procedures for maintaining essential building functions (HVAC system operation, alarms, security, etc. along with a list of telephone numbers of outside companies and alternates for repair and maintenance of these systems). If necessary, we will pool maintenance staff to form a mobile central team to help assist in essential building function and cleaning of critical areas such as bathrooms. Desktops will be misted with the provided disinfectant and left to dry. All teachers have access to approved disinfectant, paper towels, and

hand sanitizer. Training for teachers on this process was provided in September 2020. *At no time will products not approved by the school district be utilized.*

- Human Resources will be essential in monitoring absenteeism and assuring appropriate delegation of authority. Changes to district policies and procedures to reflect crisis response may become necessary and will be implemented by Human Resources. The Human Resources Office has provided cross-training of staff to ensure essential functions in Spring 2020. The Secretary to the Superintendent and Administrative Assistant for Human Resources have been trained. Human Resources will help develop the Plan, in conjunction with all bargaining units, for emergency use of personnel in non-traditional functions and changes in the normal work-day such as alternate or reduced work hours, working from home, etc.
- Continuity of instruction will need to be considered in the event of significant absences or school closure. Restructuring of the school calendar may become necessary. We will work closely with the New York State Education Department on this potential result throughout the crisis period. Some of the alternate learning strategies we have implemented to be used in combination as necessary include:
  - On-line instruction; on-line resources; on-line textbooks
  - Communication modalities for assignment postings and follow-up: telephone; Postal Service; cell phone, text messages; e-mail; automated notification systems; website postings

We have obtained input from curriculum staff in development of these strategies and have tested these methods in Spring 2020.

- The District's reopening plan can be found at:
  - English Version:  
[https://core-docs.s3.amazonaws.com/documents/asset/uploaded\\_file/842976/LAWRENCE\\_ONWARD.pdf](https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/842976/LAWRENCE_ONWARD.pdf)
  - Spanish Version:  
[https://core-docs.s3.amazonaws.com/documents/asset/uploaded\\_file/842977/HACIA\\_ADELANTE\\_CON\\_LAWRENCE.pdf](https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/842977/HACIA_ADELANTE_CON_LAWRENCE.pdf)

#### **CDC and NYSDOH Recommendations:**

- Closing off areas used by a sick person and not using these areas until after cleaning and disinfection has occurred;
- Opening outside doors and windows to increase air circulation in the area.
- Clean and disinfect all areas used by the person suspected or confirmed to be sick, such as offices, classrooms, bathrooms, lockers, and common areas.
- Once the area has been appropriately cleaned and disinfected it can be reopened for use.
- Individuals can return to the area and resume school activities immediately after cleaning and disinfection.

#### **Notifications:**

To protect themselves and others and stop the spread of communicable disease in the household and community, schools should notify through either group or individual level contact tracing affected school staff, students, and their parents/guardians whenever an individual either:

1. Was in the same room as an infected individual and so was exposed or potentially exposed (i.e., in the same classroom as an infected individual for longer than 1 minutes), if schools are employing "group level contact tracing," or
2. Was identified as being exposed because they were a close contact of an infected individual if schools are employing "individual level contact tracing."

**Note:** Group contract tracing, (e.g., classroom, school bus), in #1 above, is expected to alleviate the need for most classic ("individual") contact tracing in schools. Criterion #2 above should be used if the school is conducting individual-level contact tracing to reduce the number of students affected by masking/testing and in some situations where there might have been exposures outside the classroom setting, such as non-classroom-based extracurricular activities.

## Disinfection Protocol

### Disinfecting:

Disinfecting kills germs on surfaces or objects by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.

- Cleaning and disinfection requirements from the Centers for Disease Control and Prevention (CDC) and the Department of Health will be adhered to.
- The cleaning and disinfection of all buildings takes place nightly. Custodial logs will be maintained (when necessary) that include the date, time and scope of cleaning and disinfection. Cleaning and disinfection frequency will be identified for each facility type and responsibilities will be assigned.
- Approved alcohol-based hand sanitizer stations will be provided and maintained for areas where handwashing is not feasible.
- Regular cleaning and disinfection of facilities and more frequent cleaning and disinfection for high-risk areas used by many individuals and for frequently touched surfaces, including desks and cafeteria tables will be conducted.
- Regular cleaning and disinfection of restrooms will be performed.
- Cleaning and disinfection of exposed areas will be performed in the event an individual is confirmed to have COVID-19, with such cleaning and disinfection to include, at a minimum, all heavy transit areas and high-touch surfaces.
- Although cleaning and disinfection is primarily a custodial responsibility, all teachers have been provided with approved disinfectant and paper towels.

Upon request, Facilities Services will provide CDC approved disinfecting solutions for additional on the spot disinfecting. This should be done daily or between use as much as possible. Examples of frequently touched areas in schools may include:

- Buttons on vending machines and elevators.
- Classroom desks and chairs.
- Door handles and push plates.
- Handles on equipment (e.g., athletic equipment).
- Kitchen and bathroom faucets.
- Light switches.
- Lunchroom tables and chairs.
- Related Services Spaces.
- Shared computer or piano keyboards and mice.
- Shared desktops.
- Shared telephones.

### Hand Sanitizing:

- Hand sanitizer dispensers will be located and installed in approved locations.
- Lawrence School District ensures that all existing and new alcohol-based hand-rub dispensers, installed in any location, are in accordance with the Fire Code of New York State (FCNYS) 2020 Section 5705.5.

### Trash removal:

- Trash will be removed daily.
- Garbage cans or process for collecting trash during lunch periods in classrooms will be increased where necessary.

### Alternate Cleaning Methods:

- The effectiveness of such as ultrasonic waves, high intensity UV radiation, and LED blue light, against the virus that causes COVID-19 has not been fully established.
- In most cases, fogging, fumigation, and wide-area or electrostatic spraying are not recommended as primary methods of surface disinfection and have several safety risks to consider, unless specified as a method of application on the product label.



## Employer Policy on Available Leave to Receive Testing, Treatment, Isolation, or Quarantine

### Employee Assistance Program (EAP)

- The Human Resources Department will continue to disseminate information to employees about EAP resources. EAP is a voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. EAPs address a broad and complex body of issues affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders.

### Staff Absenteeism

- Instructional staff will call into the Absence Management System when they are absent due to illness. Substitutes will be provided as necessary and as requested.
- The instructional departments will develop a plan to monitor absenteeism of staff, cross-train staff, and create a roster of trained back-up staff.
- Local health departments (LHD) will assess conditions and tailor guidance to their jurisdiction. A LHD may implement masking requirements that are more restrictive than the state. LHDs and school districts and private schools may consult and collaborate on masking and testing decisions. Some school districts cross county boundaries. Schools should follow the guidance of the LHD for the county in which the school building is located.

*f.) A protocol for documenting hours and work locations, including off-site visits, for essential employees. Such protocol shall be designed only to aid in tracking of the disease and to identify the population of exposed employees, to facilitate the provision of any benefits which may be available to certain employees and contractors on that basis.*

*Consider daily symptom checks, absences, and supervisor notification.*

## Hours and Work Locations Protocol

It is recognized that as the work environment changes to adapt to the emergency situation and typical work schedules are modified it can become more difficult to track employees especially if they conduct work off site or in numerous locations. The ability to identify these individuals will be extremely important if contact tracing is necessary during a communicable disease crisis. **Our plan to track such individuals can be found in the Essential Employee Worksheets.**

*g.) A protocol for how the public employer will work with such employer's locality to identify sites for emergency housing for essential employees in order to further contain the spread of the communicable disease that is the subject of the declared emergency, to the extent applicable to the needs of the workplace.*

## Emergency Housing Protocol

Emergency housing for essential workers is not considered to be generally required for school employees as opposed to healthcare workers and other critical care employees. However, we have canvassed local



hotels/motels so we may be prepared for an unanticipated need and should be able to access the following if necessary:

1. Five Towns Inn (516-371-2600)
2. Allegria Hotel (516-889-1300)
3. Hotel Mint JFK Airport (718-327-4000)
4. TWA Hotel (212-806-9000)
5. Hampton Inn & Suites Rockville Centre (516-599-1700)
6. Long Beach Hotel (516-544-4444)

Nassau County School Districts have also established school building shelter sites across the County in cooperation with the Nassau County Office of Emergency Management which may be utilized in the event of any emergency situation. If deemed necessary, school districts will work closely with Office of Emergency Management to determine housing options.

*h.) Other requirements determined by the department of health such as contact tracing or testing, social distancing, hand hygiene and disinfectant, or mask wearing.*

### Department of Health Requirements

- We will work closely with the Nassau County Department of Health to determine the need for activation of our Plan. The following procedures will be followed by administrators, principals, school nurses for reporting communicable disease, including Coronavirus, Influenza, etc., and communicating with the Health Department:
  - Report suspected and confirmed cases of influenza on the monthly school's *Communicable Disease Report*, (DMS-485.7/93; HE-112.4/81) and submit to: Nassau County Department of Health, Bureau of Infectious Diseases, 240 Old Country Road, Mineola, N.Y. 11501.
  - Public Health Consultation and Immediate Reporting: 516-227-9639
  - *Coronavirus Hotline: 888-364-3065*
  - *Fax: 516-227-9669*
  - *Weekend/After-hours Consultation and Reporting: 516-742-6154*
- The Nassau County Department of Health will monitor County-wide cases of communicable disease and inform school districts as to appropriate actions.
- The **Superintendent of Schools** will help coordinate our Pandemic planning and response effort. This person will work closely with the District-Wide School Safety Team that has responsibility for reviewing and approving all recommendations and incorporating them into the District-Wide School Safety Plan. The school district Medical Director and nurses will be vital members of the Safety Team. Because of the potential importance of technology in the response effort (communication and notification) the school district technology director will also be an important Team member. The Human Resources Director, Business Official, Facility Director, Food Service Director, Transportation Coordinator, Public Information Officer and Curriculum Director will also be vital to the planning effort. Other non-traditional individuals may also be required to be part of the Team.
- The District-Wide School Safety Team will review and assess any obstacles to implementation of the Plan. The *CDC School District Pandemic Influenza Planning Checklist* was reviewed for this determination and has considered issues related to Planning and Coordination; Continuity of Student Learning; Core Operations; Infection Control Policies and Procedures; and Communication.
- The school district will emphasize hand-washing and cough/sneezing etiquette through educational campaigns including the CDC Germ Stopper Materials; Cover Your Cough Materials; It's a SNAP Toolkit; and the NSF Scrub Clean; which can all be accessed at <http://www.cdc.gov/flu/school/>.
- We will educate and provide information to parents, staff, and students about our Pandemic Plan and about how to make an informed decision to stay home when ill. We will utilize our website, postings and direct mailings for this purpose.

Date draft was presented to employee representative(s): \_\_\_\_\_

Date finalized: \_\_\_\_\_

Location of publication: \_\_\_\_\_

Definitions included in the legislation are provided below.

Essential worker: *is required to be physically present at a work site to perform his or her job.*

***Such designation may be changed at any time in the sole discretion of the employer.***

Non-essential worker: *is not required to be physically present at a work site to perform his or her job. **Such designation may be changed at any time in the sole discretion of the employer.***

Personal protective equipment: *all equipment worn to minimize exposure to hazards, including gloves, masks, face shields, foot and eye protection, protective hearing devices, respirators, hard hats, and disposable gowns and aprons.*

Communicable disease: *an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual [or via an animal, vector or the inanimate environment to a susceptible animal or human host].*

Retaliatory action: *the discharge, suspension, demotion, or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.*

## SCHOOL DISTRICT (K-12) PANDEMIC INFLUENZA PLANNING CHECKLIST



Local educational agencies (LEAs) play an integral role in protecting the health and safety of their district's staff, students and their families. The Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC) have developed the following checklist to assist LEAs in developing and/or improving plans to prepare for and respond to an influenza pandemic.

Building a strong relationship with the local health department is critical for developing a meaningful plan. The key planning activities in this checklist build upon existing contingency plans recommended for school districts by the U.S. Department of Education (Practical Information on Crisis Planning: A Guide For Schools and Communities <http://www.ed.gov/admins/lead/safety/emergencyplan/crisisplanning.pdf>).

Further information on pandemic influenza can be found at [www.pandemicflu.gov](http://www.pandemicflu.gov).

### 1. Planning and Coordination:

Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Identify the authority responsible for declaring a public health emergency at the state and local levels and for officially activating the district's pandemic influenza response plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Identify for all stakeholders the legal authorities responsible for executing the community operational plan, especially those authorities responsible for case identification, isolation, quarantine, movement restriction, healthcare services, emergency care, and mutual aid.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As part of the district's crisis management plan, address pandemic influenza preparedness, involving all relevant stakeholders in the district (e.g., lead emergency response agency, district administrators, local public health representatives, school health and mental health professionals, teachers, food services director, and parent representatives). This committee is accountable for articulating strategic priorities and overseeing the development of the district's operational pandemic plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work with local and/or state health departments and other community partners to establish organizational structures, such as the Incident Command System, to manage the execution of the district's pandemic flu plan. An Incident Command System, or ICS, is a standardized organization structure that establishes a line of authority and common terminology and procedures to be followed in response to an incident. Ensure compatibility between the district's established ICS and the local/state health department's and state education department's ICS.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Delineate accountability and responsibility as well as resources for key stakeholders engaged in planning and executing specific components of the operational plan. Assure that the plan includes timelines, deliverables, and performance measures.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work with your local and/or state health department and state education agencies to coordinate with their pandemic plans. Assure that pandemic planning is coordinated with the community's pandemic plan as well as the state department of education's plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Test the linkages between the district's Incident Command System and the local/state health department's and state education department's Incident Command System.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contribute to the local health department's operational plan for surge capacity of healthcare and other services to meet the needs of the community (e.g., schools designated as contingency hospitals, schools feeding vulnerable populations, community utilizing LEA's healthcare and mental health staff). In an affected community, at least two pandemic disease waves (about 6-8 weeks each) are likely over several months.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Incorporate into the pandemic influenza plan the requirements of students with special needs (e.g., low income students who rely on the school food service for daily meals), those in special facilities (e.g., juvenile justice facilities) as well as those who do not speak English as their first language.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Participate in exercises of the community's pandemic plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work with the local health department to address provision of psychosocial support services for the staff, students and their families during and after a pandemic.

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### 1. Planning and Coordination (cont.):

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Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Consider developing in concert with the local health department a surveillance system that would alert the local health department to a substantial increase in absenteeism among students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Implement an exercise/drill to test your pandemic plan and revise it periodically.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Share what you have learned from developing your preparedness and response plan with other LEAs as well as private schools within the community to improve community response efforts.

---

### 2. Continuity of Student Learning and Core Operations:

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Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop scenarios describing the potential impact of a pandemic on student learning (e.g., student and staff absences), school closings, and extracurricular activities based on having various levels of illness among students and staff.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop alternative procedures to assure continuity of instruction (e.g., web-based distance instruction, telephone trees, mailed lessons and assignments, instruction via local radio or television stations) in the event of district school closures.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop a continuity of operations plan for essential central office functions including payroll and ongoing communication with students and parents.

---

### 3. Infection Control Policies and Procedures:

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Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work with the local health department to implement effective infection prevention policies and procedures that help limit the spread of influenza at schools in the district (e.g. promotion of hand hygiene, cough/sneeze etiquette). Make good hygiene a habit now in order to help protect children from many infectious diseases such as flu.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Provide sufficient and accessible infection prevention supplies, such as soap, alcohol-based/waterless hand hygiene products (containing at least 60% alcohol), tissues, and receptacles for their disposal.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Establish policies and procedures for students and staff sick leave absences unique to a pandemic influenza (e.g., non-punitive, liberal leave).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Establish sick leave policies for staff and students suspected to be ill or who become ill at school. Staff and students with known or suspected pandemic influenza should not remain at school and should return only after their symptoms resolve and they are physically ready to return to school.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Establish policies for transporting ill students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Assure that the LEA pandemic plan for school-based health facilities conforms to those recommended for health care settings (Refer to <a href="http://www.hhs.gov/pandemicflu/plan">www.hhs.gov/pandemicflu/plan</a> ).

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### 4. Communications Planning:

---

Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Assess readiness to meet communication needs in preparation for an influenza pandemic, including regular review, testing, and updating of communication plans.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop a dissemination plan for communication with staff, students, and families, including lead spokespersons and links to other communication networks.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ensure language, culture and reading level appropriateness in communications by including community leaders representing different language and/or ethnic groups on the planning committee, asking for their participation both in document planning and the dissemination of public health messages within their communities.

---

#### 4. Communications Planning (cont.):

Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop and test platforms (e.g., hotlines, telephone trees, dedicated websites, and local radio or TV stations) for communicating pandemic status and actions to school district staff, students, and families.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop and maintain up-to-date communications contacts of key public health and education stakeholders and use the network to provide regular updates as the influenza pandemic unfolds.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Assure the provision of redundant communication systems/channels that allow for the expedited transmission and receipt of information.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Advise district staff, students and families where to find up-to-date and reliable pandemic information from federal, state and local public health sources.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disseminate information about the LEA's pandemic influenza preparedness and response plan (e.g., continuity of instruction, community containment measures).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disseminate information from public health sources covering routine infection control (e.g., hand hygiene, cough/sneeze etiquette), pandemic influenza fundamentals (e.g., signs and symptoms of influenza, modes of transmission) as well as personal and family protection and response strategies (e.g., guidance for the at-home care of ill students and family members).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Anticipate the potential fear and anxiety of staff, students, and families as a result of rumors and misinformation and plan communications accordingly.





## Remote Learning Plan

1. Lawrence Public Schools are 1 to 1 device schools. All students and staff are assigned Chromebooks upon enrollment in a public school or on their first day of employment in one of the public schools.
2. To ensure all students have access to internet connectivity, the district will survey the families annually to determine need. Based on the results of the survey and requests made to building administration, the district will supply Hotspots in conjunction with Nassau BOCES agreement with T-Mobile.
3. Based on New York State Education Department's mandated instructional time, teachers will be assigned synchronous and asynchronous block schedules. Instruction will occur as appropriate and aligned to the New York State Education Department regulations. Instruction will occur via GoogleMeet and Google Classroom. All public school students and staff have individual Google Accounts assigned and managed by the district.
4. N/A – One to one devices are provided and hotspots are distributed as needed to students enrolled in Lawrence Public Schools.
5. Special education and related services will continue to be provided to students, as applicable. The Pupil Personnel Services Department secretaries and providers will coordinate with the families of affected students to offer virtual services as mandated on the student's Individualized Education Plan.
6. The district intends to claim all hours it is entitled to based on the length of time for which the remote instruction occurs.

## Student Access Survey Results



### Student Access Survey / Encuesta de Acceso Estudiantil

138 responses

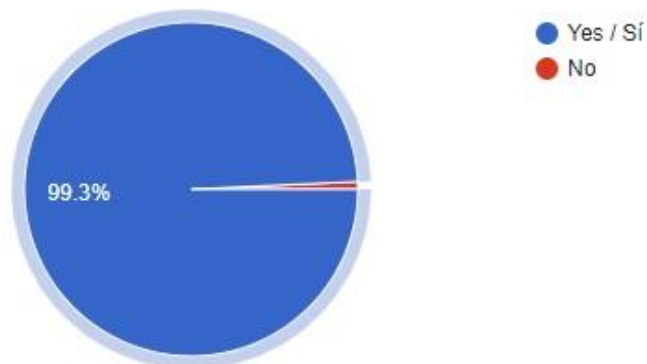
[Publish analytics](#)

Did the school district issue your child a dedicated school or district-owned device for their use during the school year?

 [Copy](#)

¿El distrito escolar le entregó a su hijo un dispositivo exclusivo propiedad de la escuela o del distrito para su uso durante el año escolar?

138 responses

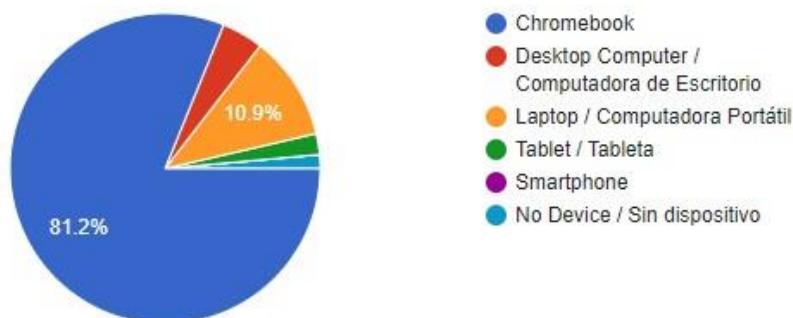


What is the device your child uses most often to complete learning activities away from school? (This can be a school-provided devices or another device, whichever the student is most often using to complete their schoolwork.)



¿Cuál es el dispositivo que su hijo usa con más frecuencia para completar actividades de aprendizaje fuera de la escuela? (Esto puede ser un dispositivo provisto por la escuela u otro dispositivo, cualquiera que el estudiante use con más frecuencia para completar su trabajo escolar).

138 responses

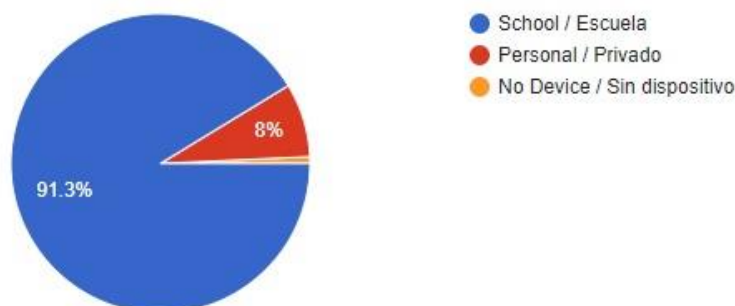


Who is the provider of the primary learning device identified in question 2? ( This can be a school-provided devices or another device, whichever the student is most often using to complete their schoolwork.)



¿Quién es el proveedor del dispositivo de aprendizaje principal identificado en la pregunta 2? (Esto puede ser un dispositivo provisto por la escuela u otro dispositivo, cualquiera que el estudiante use con más frecuencia para completar su trabajo escolar).

138 responses



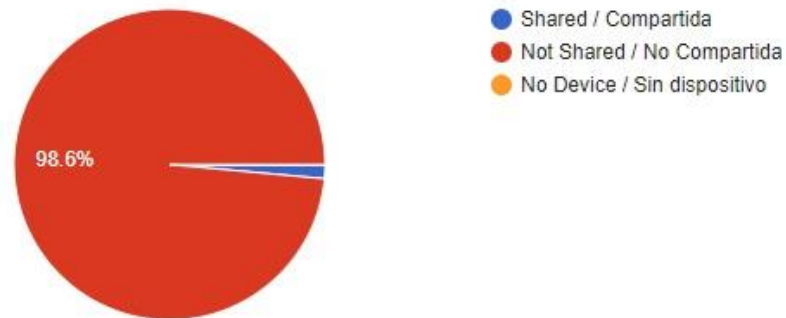


Is the primary learning device shared with anyone else in the household?

 Copy

¿Se comparte el dispositivo de aprendizaje principal con alguien más en el hogar?

138 responses

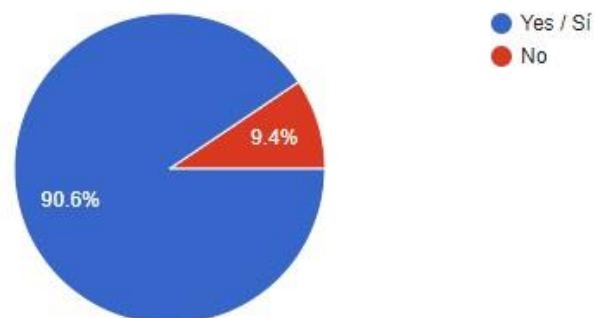


Is the primary learning device sufficient for your child to fully participate in all learning activities away from school?

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¿El dispositivo de aprendizaje principal es suficiente para que su hijo participe plenamente en todas las actividades de aprendizaje fuera de la escuela?

138 responses

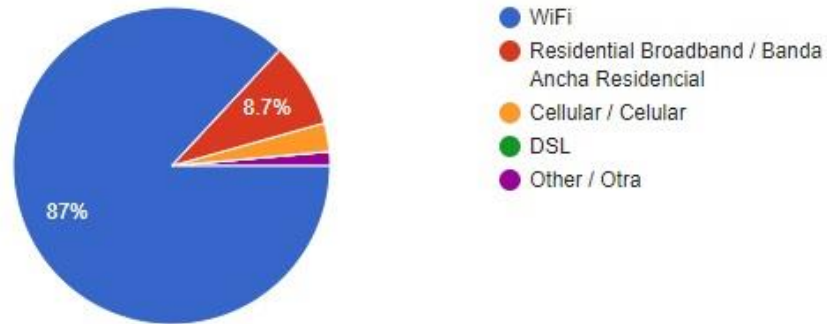


What is the primary type of internet service used in your child's primary place of residence?

 Copy

¿Cuál es el tipo principal de servicio de Internet que se usa en el lugar de residencia principal de su hijo?

138 responses



Is your child able to access the internet in their primary place of residence?

 Copy

¿Su hijo puede acceder a Internet en su lugar de residencia principal?

138 responses

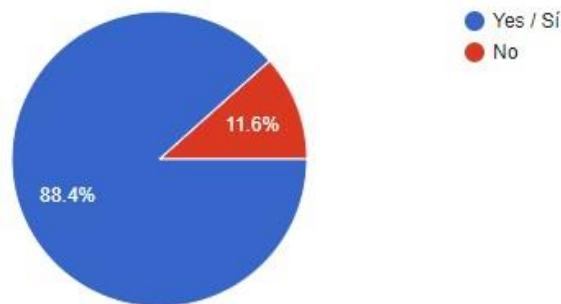


In their primary residence, can your child complete the full range of learning activities, including video streaming and assignment upload, without interruptions caused by slow or poor internet performance?

 Copy

En su residencia principal, ¿puede su hijo completar la gama completa de actividades de aprendizaje, incluida la transmisión de videos y la carga de tareas, sin interrupciones causadas por un rendimiento lento o deficiente de Internet?

138 responses

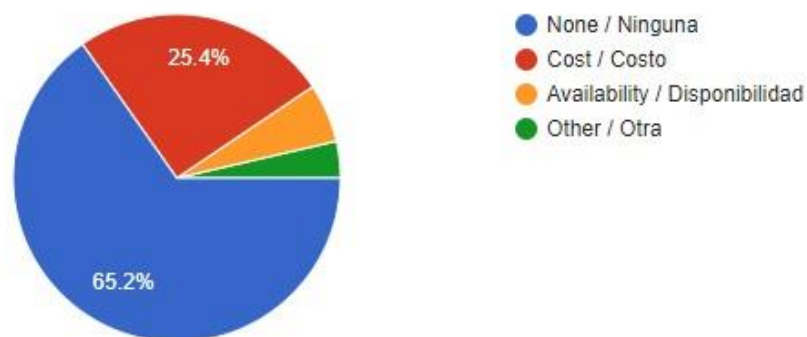


What, if any, is the primary barrier to having sufficient and reliable internet access in your child's primary place of residence?

 Copy

¿Cuál es la principal barrera, si la hay, para tener acceso a Internet suficiente y confiable en el lugar de residencia principal de su hijo?

138 responses



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Google Forms

**U.S. Department of Homeland Security  
United States Secret Service  
Creating a Comprehensive Targeted Violence Prevention Plan**

The July 2018 report from the United States Secret Service highlights the many factors necessary for creating a school violence prevention plan including physical security, emergency management and violence prevention through a threat assessment process. The basis of this document focuses on violence prevention by the creation of a Comprehensive Targeted Violence Prevention Plan. Components of the Plan include the following:

1. Forming a Multidisciplinary Threat Assessment Team
2. Identifying Behaviors of Concern
3. Establishing Central Reporting Mechanisms
4. Defining the Threshold for Law Enforcement Intervention
5. Establish Threat Assessment Procedures
6. Develop Risk Management Options
7. Promoting Safe School Climates
8. Providing Training to Stakeholders

New York State has been a leader and National model for violence prevention in schools through the creation of the SAVE (Safe Schools Against Violence in Education) legislation in 2000 along with more recent revisions and guidance on the law reflecting lessons learned from violent incidents across the Country. The following information compares the recommendations from the U.S. Secret Service with existing requirements and guidelines in New York State.

<b>U. S. Secret Service Recommendations</b>	<b>NYS Requirements &amp; Guidelines</b>
<b>Step 1: Threat Assessment Team</b> <ol style="list-style-type: none"> <li>a. District-wide or School Building Team</li> <li>b. Variety of Disciplines</li> <li>c. Specific Designated Leader</li> <li>d. Protocols and Procedures</li> <li>e. Meet on a Regular Basis</li> </ol>	The SAVE legislation requires school districts to have a <b>District-wide School Safety Team; Building-level Emergency Response Team; Emergency Response Team and Post-Incident Response Team</b> . There is cross-sectional representation of the school community with specific leadership. Teams are encouraged to meet at least 4 times annually and many meet monthly.
<b>Step 2: Define Prohibited &amp; Concerning Behaviors</b> <ol style="list-style-type: none"> <li>a. Threatening or Violent Actions; Weapons; Bullying/Harassment; Criminal Behavior.</li> <li>b. Performance Decline; Absenteeism; Withdrawal/Isolation; Change in Behavior or Appearance; Drug/Alcohol Use; Depression or other Emotional/Mental Health Symptoms.</li> <li>c. Threshold for Intervention Should be Low.</li> <li>d. Identify Other Concerning Statements or Actions.</li> </ol>	The SAVE legislation also has requirements for recognizing, reporting and documenting threatening and violent actions through <b>School Safety and the Educational Climate (SSEC)</b> provisions. This consists of the <b>Dignity for all Students Act (DASA)</b> and <b>Violent and Disruptive Incident Reporting (VADIR)</b> which includes Homicide; Sexual Offense; Assault; Weapons Possession; Discrimination, Harassment, and Bullying; Bomb Threats; False Alarms; and Use, Possession and Sale of Drugs and Alcohol. The mandated <b>Code of Conduct</b> sets the Standard.
<b>Step 3: Create a Central Reporting Mechanism</b> <ol style="list-style-type: none"> <li>a. Establish One or More Reporting Mechanisms (on-line, email, phone, etc.)</li> <li>b. Promote and Provide Training on Reporting System. Make sure everyone knows their roles.</li> <li>c. Establish monitoring and response protocols.</li> <li>d. Establish anonymous reporting procedures.</li> <li>e. Act quickly, appropriately and maintain confidentiality.</li> </ol>	Reporting systems exist and anonymous reporting is encouraged. In New York State schools are encouraged to adopt the concept <b>"If You See Something, Say Something."</b> There are existing requirements for reporting of child abuse in the home along with training for mandated reporters. Additional requirements exist for reporting of suspected child abuse within the educational setting. Timeframes are established for reporting.
<b>Step 4: Threshold for Law Enforcement</b> <ol style="list-style-type: none"> <li>a. Weapons, threats, physical violence, safety of individual.</li> <li>b. Importance of law enforcement representation on team.</li> </ol>	The SAVE legislation requires representation of law enforcement on the Building-level Emergency Response Team. School districts are encouraged to report weapons, threats, physical violence, and anything concerning the safety of an individual to law enforcement.

<p><b>Step 5: Establish Threat Assessment Procedures</b></p> <ol style="list-style-type: none"> <li>Standardized Incident Form.</li> <li>Consider different sources of information.</li> <li>Examine online social media, desks, lockers.</li> <li>Examine academic, disciplinary, law enforcement and other formal records.</li> <li>Establish rapport with student and guardian.</li> <li>Evaluate the behavior in the context of age and social/emotional development.</li> <li>Investigate Themes: Motives; Communications, Inappropriate Interests; Weapons Access; Stressors; Emotional or Developmental Issues; Desperation or Despair; Violence as an Option; Concerned Others; Capacity to Carry Out an Attack; Planning; Consistency; Protective Factors.</li> </ol>	<p>School districts use standardized incident reporting forms which become the basis for the annual School Safety and the Educational Climate (SSEC) Summary Form. Emergency response procedures are required to be shared with parents, students and staff by October 1<sup>st</sup> of each school year.</p>
<p><b>Step 6: Develop Risk Management Options</b></p> <ol style="list-style-type: none"> <li>Individualized Management Plan.</li> <li>Need for Monitoring or Guidance.</li> <li>Available Resources.</li> <li>Removal and its impact on monitoring and maintaining connection.</li> <li>Notify law enforcement immediately if student is thinking about or planning to engage in violence.</li> <li>Address the safety of any potential targets.</li> <li>Create a situation that is less prone to violence.</li> <li>Remove or redirect the student's motive.</li> <li>Reduce the effect of stressors.</li> </ol>	<p>Addressed in the SAVE legislation and required to be defined in the Building-Level Emergency Response Plan.</p>
<p><b>Step 7: Create/Promote Safe School Climate</b></p> <ol style="list-style-type: none"> <li>Build culture of safety, respect, trust and social/emotional support.</li> <li>Encourage teachers/staff to build positive, trusting relationships with students.</li> <li>Break down "codes of silence."</li> <li>Help students feel connected to the school community and classmates.</li> <li>Identify clubs or teams at school.</li> <li>Support Positive Behavioral Interventions and Supports (PBIS) programs.</li> <li>Encourage student involvement.</li> </ol>	<p>The Dignity for all Students Act (DASA) promotes a safe school climate through requirements for Dignity Act Coordinators in school buildings. DASA Coordinators are required to complete specific training in order to fulfill their responsibilities.</p>
<p><b>Step 8: Conduct Training for all Stakeholders</b></p> <ol style="list-style-type: none"> <li>School safety is everyone's responsibility.</li> <li>All employees require training.</li> <li>Students need training on the threat assessment process, reporting process, breaking the code-of-silence and confidentiality.</li> <li>Parents need training on their role in the threat assessment process.</li> <li>Law enforcement can provide training and should also be aware of the threat assessment process.</li> </ol>	<p>Training is required on many different levels. Teacher/Administrator certification requires 2-hours of training for both Child Abuse and Violence Prevention. Annual school safety training for all students and staff is required to be completed by September 15<sup>th</sup> of every school year. Parents are made aware of their role by providing them with a copy of the Code of Conduct and summary of Emergency Response Procedures. School districts works closely with law enforcement to provide training and establish procedures.</p>





## UNITED STATES SECRET SERVICE ENHANCING SCHOOL SAFETY USING A THREAT ASSESSMENT MODEL

### An Operational Guide for Preventing Targeted School Violence

National Threat Assessment Center  
July 2018

#### U.S. SECRET SERVICE SCHOOL SAFETY RESEARCH

Over the last 20 years, the U.S. Secret Service National Threat Assessment Center (NTAC) has conducted research, training, and consultation on threat assessment and the prevention of various forms of targeted violence. Following the tragedy at Columbine High School in April 1999, the Secret Service partnered with the Department of Education on two studies related to school safety. Published in 2002, the *Safe School Initiative (SSI)* examined 37 incidents of targeted violence that occurred at elementary and secondary schools to analyze the thinking and behavior of students who commit these attacks. The report, and accompanying guide, served as the impetus for establishing threat assessment programs in schools. In 2008, the agencies released the Bystander Study, a report that explored a key SSI finding that prior to most attacks, other students knew of the attackers' plans, yet most did not report it to an adult. The report highlighted the importance of creating safe school climates in which students are empowered to share their concerns. Since then, NTAC has continued to provide and update training to schools, law enforcement, and others on threat assessment and prevention practices.

#### U.S. SECRET SERVICE'S LATEST INITIATIVE REGARDING SCHOOL SAFETY

The tragic events of the February 14, 2018 shooting at Marjory Stoneman Douglas High School in Parkland, Florida, and the May 18, 2018 shooting at Santa Fe High School in Santa Fe, Texas, demonstrated the ongoing need to provide leadership in preventing future school attacks. As such, the U.S. Secret Service, along with many of our partners, have redoubled our efforts and are poised to continue enhancing school safety. As part of these efforts, NTAC created an operational guide that provides actionable steps that schools can take to develop comprehensive targeted violence prevention plans for conducting threat assessments in schools. The guide, titled *Enhancing School Safety Using a Threat Assessment Model: An Operational Guide for Preventing Targeted School Violence*, is available on the U.S. Secret Service website. A condensed overview is outlined on the following page.

#### KEY CONSIDERATIONS

- In conjunction with physical security and emergency management, a threat assessment process is an effective component to ensuring the safety and security of our nation's schools.
- Threat assessment procedures recognize that students engage in a continuum of concerning behaviors, the vast majority of which will be non-threatening and non-violent, but may still require intervention.
- The threshold for intervention should be relatively low so that schools can identify students in distress before their behavior escalates to the level of eliciting concerns about safety.
- Everyone has a role to play in preventing school violence and creating safe school climates. Students should feel empowered to come forward without fear of reprisal. Faculty and staff should take all incoming reports seriously, and assess any information regarding concerning behavior or statements.

**Additional Resources:** The full guide provides information and links to additional resources that can help schools create threat assessment teams, establish reporting mechanisms, train stakeholders, and promote safe school climates.

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## CREATING A TARGETED VIOLENCE PREVENTION PLAN

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The goal of a threat assessment is to identify students of concern, assess their risk for engaging in violence or other harmful activities, and identify intervention strategies to manage that risk. This process begins with establishing a comprehensive targeted violence prevention plan that requires schools to:

**Step 1: Establish a multidisciplinary threat assessment team** of school personnel including faculty, staff, administrators, coaches, and available school resource officers who will direct, manage, and document the threat assessment process.

**Step 2: Define behaviors**, including those that are prohibited and should trigger immediate intervention (e.g., threats, violent acts, and weapons on campus) and other concerning behaviors that require a threat assessment.

**Step 3: Establish and provide training on a central reporting system** such as an online form on the school website, email address, phone number, smartphone application, or other mechanisms. Ensure that it provides anonymity to those reporting concerns and is monitored by personnel who will follow-up on all reports.

**Step 4: Determine the threshold for law enforcement intervention**, especially if there is a safety risk.

**Step 5: Establish threat assessment procedures** that include practices for maintaining documentation, identifying sources of information, reviewing records, and conducting interviews. Procedures should include the following investigative themes to guide the assessment process:

- **Motive:** What motivated the student to engage in the behavior of concern? What is the student trying to solve?
- **Communications:** Have there been concerning, unusual, threatening, or violent communications? Are there communications about thoughts of suicide, hopelessness, or information relevant to the other investigative themes?
- **Inappropriate Interests:** Does the student have inappropriate interests in weapons, school attacks or attackers, mass attacks, other violence? Is there a fixation on an issue or a person?
- **Weapons Access:** Is there access to weapons? Is there evidence of manufactured explosives or incendiary devices?
- **Stressors:** Have there been any recent setbacks, losses, or challenges? How is the student coping with stressors?
- **Emotional and Developmental Issues:** Is the student dealing with mental health issues or developmental disabilities? Is the student's behavior a product of those issues? What resources does the student need?
- **Desperation or Despair:** Has the student felt hopeless, desperate, or like they are out of options?
- **Violence as an Option:** Does the student think that violence is a way to solve a problem? Have they in the past?
- **Concerned Others:** Has the student's behavior elicited concern? Was the concern related to safety?
- **Capacity:** Is the student organized enough to plan and execute an attack? Does the student have the resources?
- **Planning:** Has the student initiated an attack plan, researched tactics, selected targets, or practiced with a weapon?
- **Consistency:** Are the student's statements consistent with his or her actions or what others observe? If not, why?
- **Protective Factors:** Are there positive and prosocial influences in the student's life? Does the student have a positive and trusting relationship with an adult at school? Does the student feel emotionally connected to other students?

**Step 6: Develop risk management options** to enact once an assessment is complete. Create individualized management plans to mitigate identified risks. Notify law enforcement immediately if the student is thinking about an attack, ensure the safety of potential targets, create a situation less prone to violence, redirect the student's motive, and reduce the effect of stressors.

**Step 7: Create and promote a safe school climate** built on a culture of safety, respect, trust, and emotional support. Encourage communication, intervene in conflicts and bullying, and empower students to share their concerns.

**Step 8: Provide training for all stakeholders**, including school personnel, students, parents, and law enforcement.

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UNITED STATES SECRET SERVICE

# Eleven Questions to Guide Data Collection in a Threat Assessment Inquiry

*DOE and United States Secret Service Threat Assessment Guide*

<i>Star areas of concern</i>	<i>Eleven Key Areas</i>
<b>1.</b>	<b>What are the student's motive(s) and goals?</b>
	<ul style="list-style-type: none"> <li>What motivated the student to make the statement or take the actions that caused him/her to come to attention?</li> </ul>
	<ul style="list-style-type: none"> <li>Does the situation or circumstance that led to these statements or actions still exist?</li> </ul>
	<ul style="list-style-type: none"> <li>Does the student have a major grievance or grudge? Against whom?</li> </ul>
	<ul style="list-style-type: none"> <li>What efforts have been made to resolve the problem and what has been the result? Does the potential attacker feel that any part of the problem is resolved or see any alternatives?</li> </ul>
<b>2.</b>	<b>Has the student shown inappropriate interest in any of the following?</b>
	<ul style="list-style-type: none"> <li>School attacks or attackers; weapons (including recent acquisition of any relevant weapon); incidents of mass violence (terrorism, workplace violence, mass murders). Ask about Columbine, Santana, etc.</li> </ul>

*Diana Browning-Wright, Discipline/Behavior Trainings, 2003*

**2-3**



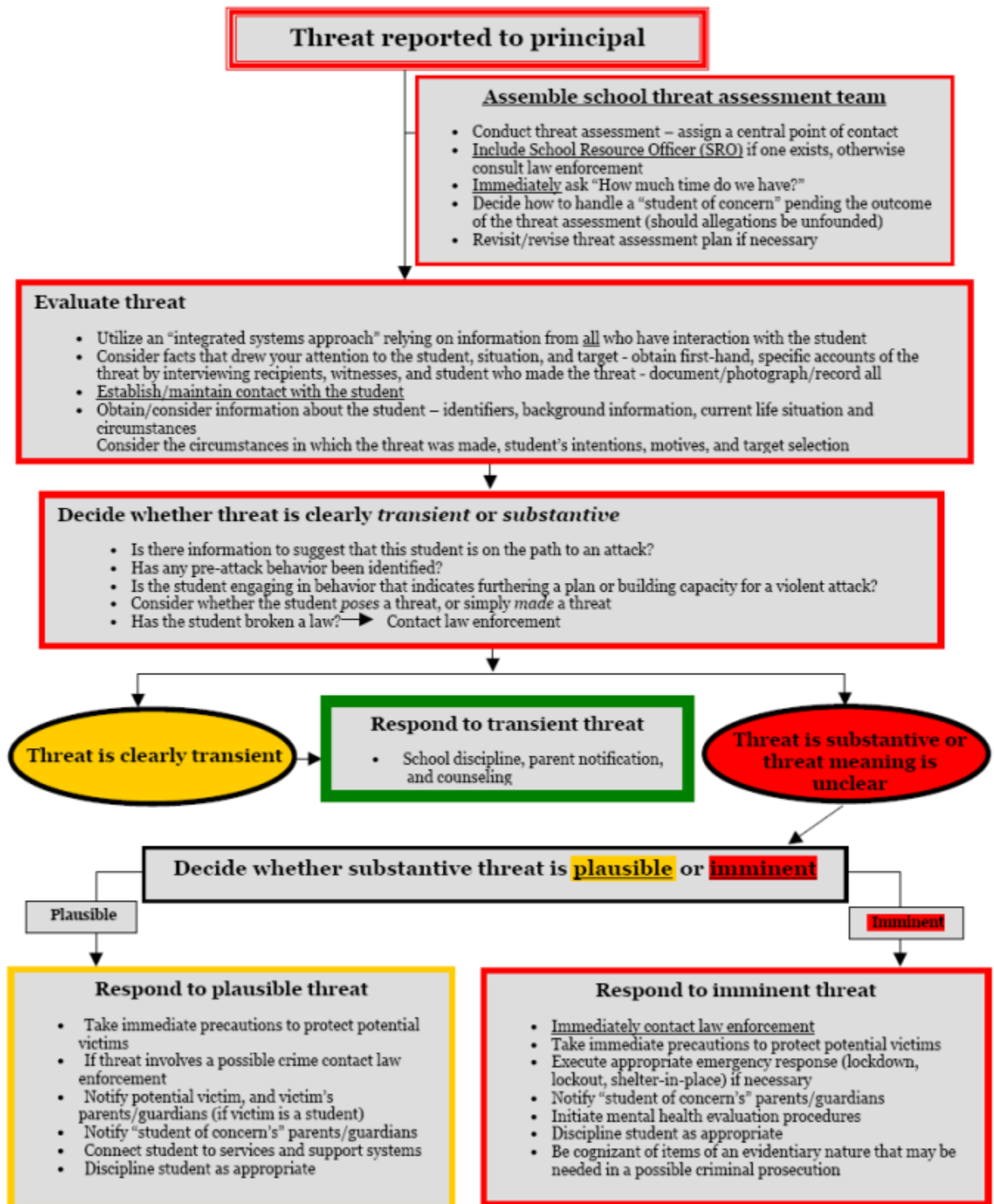
<b>3.</b>	<b>Have there been any communications suggesting ideas or intent to attack?</b>
	<ul style="list-style-type: none"> <li>What if anything has the student communicated to someone else (targets, friends, other students, teachers, family, others) or written in a diary, journal, or Web Site concerning his/her ideas and/or intentions?</li> </ul>
	<ul style="list-style-type: none"> <li>Have friends been alerted or “warned away”?</li> </ul>
<b>4.</b>	<b>Has the student engaged in attack-related behaviors? These behaviors might include:</b>
	<ul style="list-style-type: none"> <li>Developing an attack idea or plan</li> </ul>
	<ul style="list-style-type: none"> <li>Making efforts to acquire or practice with weapons</li> </ul>
	<ul style="list-style-type: none"> <li>Casing or checking out, possible sites and areas for an attack</li> </ul>
	<ul style="list-style-type: none"> <li>Rehearsing attacks or ambushes</li> </ul>
<b>5.</b>	<b>Is the student's conversation and "story" consistent with his or her actions?</b>
	<ul style="list-style-type: none"> <li>Does information from collateral interviews and from the student's own behavior confirm or dispute what the student says is going on?</li> </ul>

<b>6.</b>	<b>Does the student have the capacity to carry out an act of targeted violence?</b>
	<ul style="list-style-type: none"> <li>How organized is the student's thinking and behavior?</li> </ul>
	<ul style="list-style-type: none"> <li>Does the student have the means; e.g., access to a weapon, to carry out an attack?</li> </ul>
<b>7.</b>	<b>Is the student experiencing hopelessness, desperation and/or despair?</b>
	<ul style="list-style-type: none"> <li>Is there information to suggest that the student is experiencing desperation and/or despair?</li> </ul>
	<ul style="list-style-type: none"> <li>Has the student experienced a recent failure, loss and/or loss of status?</li> </ul>
	<ul style="list-style-type: none"> <li>Is the student known to be having difficulty coping with a stressful event?</li> </ul>
	<ul style="list-style-type: none"> <li>Is the student now, or has the student ever been, suicidal or "accident-prone"?</li> </ul>
	<ul style="list-style-type: none"> <li>Has the student engaged in behavior that suggests that he or she has considered ending their life?</li> </ul>

8.	<b>Does the student have a trusting relationship with at least one responsible adult?</b>
	<ul style="list-style-type: none"> <li>Does the student have at least one relationship with an adult where the student feels that he or she can confide in the adult and believes that the adult will listen without judging or jumping to conclusions? (Students with trusting relationships with adults may be directed away from violence and despair and toward hope.)</li> </ul>
	<ul style="list-style-type: none"> <li>Is the student emotionally connected to—or disconnected from—other students?</li> </ul>
	<ul style="list-style-type: none"> <li>Has the student previously come to someone's attention or raised concern in a way that suggested he or she needs intervention or supportive services?</li> </ul>
9.	<b>Are other people concerned about the student's potential for violence?</b>
	<ul style="list-style-type: none"> <li>Are those who know the student concerned that he or she might take action based on violent ideas or plans?</li> </ul>
	<ul style="list-style-type: none"> <li>Are those who know the student concerned about a specific target?</li> </ul>
	<ul style="list-style-type: none"> <li>Have those who know the student witnessed recent changes or escalations in mood and behavior?</li> </ul>

10.	<b>What circumstances might affect the likelihood of an attack?</b>
	<ul style="list-style-type: none"> <li>What factors in the student's life and/or environment might increase or decrease the likelihood that the student will attempt to mount an attack at school?</li> </ul>
	<ul style="list-style-type: none"> <li>What is the response of other persons who know about the student's ideas or plan to mount an attack? (Do those who know about the student's ideas actively discourage the student from acting violently, encourage the student to attack, deny the possibility of violence, passively collude with an attack, etc.?)</li> </ul>
11.	<b>Does the student see violence as an acceptable—or desirable—or the only—way to solve problems?</b>
	<ul style="list-style-type: none"> <li>Does the setting around the student (friends, fellow students, parents, teachers, adults) explicitly or implicitly support or endorse violence as a way of resolving problems or disputes?</li> </ul>
	<ul style="list-style-type: none"> <li>Has the student been "dared" by others to engage in an act of violence?</li> </ul>

## New York State Police Threat Assessment Model, (2007)



A2

# LAWRENCE UNION-FREE SCHOOL DISTRICT

**Ann Pedersen, Ed.D.**  
Superintendent of Schools

**Jeremy Feder**  
Assistant Superintendent  
Business & Operations



July 10, 2023

Mohinder Bharaj

Enclosure X.D  
Organizational Meeting  
July 13, 2023

Dear Ms. Bharaj:

This letter agreement amends the previous terms and conditions of your employment.

Upon approval by the Board of Education, you will receive a payout for eleven (11) vacation days accrued as of the 2022-23 school year.

You understand, acknowledge, and agree that such payout constitutes a one-time, non-precedential payment and that thereafter, payout for vacation days will be in accordance with the previous terms and conditions of your employment.

In all other respects the terms and provisions of your employment and any written agreements related thereto are ratified and reaffirmed.

If these terms meet with your approval, please sign the original of this letter and return it to me.

Very truly yours,

Dr. Ann Pedersen  
Superintendent of Schools

Mohinder Bharaj

Date

Cc: Payroll, Attendance, Health Insurance, Personnel File

# LAWRENCE UNION-FREE SCHOOL DISTRICT

**Ann Pedersen, Ed.D.**  
Superintendent of Schools

**Jeremy Feder**  
Assistant Superintendent  
Business & Operations



July 10, 2023

Anthony Mogilski

Enclosure X.D  
Organizational Meeting  
July 13, 2023

Dear Mr. Mogilski:

This letter agreement amends the previous terms and conditions of your employment.

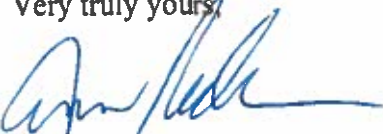
Upon approval by the Board of Education, you will receive a payout for ten (10) vacation days accrued as of the 2022-23 school year.

You understand, acknowledge and agree that such payout constitutes a one-time, non-precedential payment and that thereafter, payout for vacation days will be in accordance with the previous terms and conditions of your employment.

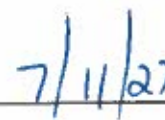
In all other respects the terms and provisions of your employment and any written agreements related thereto are ratified and reaffirmed.

If these terms meet with your approval, please sign the original of this letter and return it to me.

Very truly yours,

  
Dr. Ann Pedersen  
Superintendent of Schools

  
Anthony Mogilski

  
Date

Cc: Payroll, Attendance, Health Insurance, Personnel File

# LAWRENCE UNION-FREE SCHOOL DISTRICT

**Ann Pedersen, Ed.D.**  
Superintendent of Schools

**Jeremy Feder**  
Assistant Superintendent  
Business & Operations



July 10, 2023

Scott Unger

Enclosure X.D  
Organizational Meeting  
July 13, 2023

Dear Mr. Unger:

This letter agreement amends the previous terms and conditions of your employment.

Upon approval by the Board of Education, you will receive a payout for twenty (20) vacation days accrued as of the 2022-23 school year.

You understand, acknowledge and agree that such payout constitutes a one-time, non-precedential payment and that thereafter, payout for vacation days will be in accordance with the previous terms and conditions of your employment.

In all other respects the terms and provisions of your employment and any written agreements related thereto are ratified and reaffirmed.

If these terms meet with your approval, please sign the original of this letter and return it to me.

Very truly yours,

  
Dr. Ann Pedersen  
Superintendent of Schools

  
\_\_\_\_\_  
Scott Unger

7-12-2023  
Date

Cc: Payroll, Attendance, Health Insurance, Personnel File



**FURTHER AMENDMENT TO SUMMER FOOD SERVICE MANAGEMENT CONTRACT**

This Agreement between the **LAWRENCE UNION FREE SCHOOL DISTRICT** ("District") and **ELITE CATERERS OF LAWRENCE, INC.** ("Elite"), amends, modifies and supplements the "Extension of Contract for Summer Food Service Management" between the District and Elite dated June 16, 2021.

1. The period eligible for reimbursement of expenses related to distribution (including, but not limited to trucks, fork-lifts and diesel fuel) commenced on May 19, 2020 and terminated on September 30, 2022.
2. The District shall reimburse Elite only upon receipt of satisfactorily itemized and documented expenses related to distribution for the period set forth in paragraph "1" above.
3. All other terms and conditions of the Extension of Contract for Summer Food Service Management Contract remain the same.

**LAWRENCE UNION FREE SCHOOL  
DISTRICT**

**ELITE CATERERS OF LAWRENCE, INC.**

By: \_\_\_\_\_  
Murray Forman,  
President  
Board of Education

By: \_\_\_\_\_  
Beatrice N. Katz  
President