

**LAWRENCE UNION FREE SCHOOL DISTRICT  
BOARD OF EDUCATION  
LAWRENCE, NEW YORK 11559**

Regular Meeting  
Lawrence High School  
Monday, January 7, 2019, 8:00 PM

**AGENDA**

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

**II. REPORTS/PRESENTATIONS**

- A. BOCES Certified Nurse Assistant Presentation
- B. Audit Report

**III. BUSINESS/FINANCE (Enclosures)**

- A. Treasurer's Report (None)
- B. Encumbrances (Over \$50,000)
  - 1. Acme Bus Company, \$50,000, bus transportation, 2018-2019 school year
  - 2. Branch Services, \$96,680, asbestos and lead removal
  - 3. Guercio & Guercio, LLP, \$95,000, special education legal services
  - 4. HCT LLC, \$54,000, nursing services, 2018-2019 school year
  - 5. Institute for Children with Autism, \$50,000, ABA/BCBA therapy services, 2018-2019 school year
  - 6. Lillian Lilker, \$50,000, speech/language therapy services, 2018-2019 school year
  - 7. MAC Behavior Solutions, Inc., ABA therapy services, 2018-2019 school year
  - 8. Ocean Janitorial Supply, \$100,000, custodial supplies
- C. Bids (None)
- D. Budget Transfers (Over \$25,000)
  - 1. Business Office, \$145,000, fund new CNA program at Lawrence High School
  - 2. Business Office, \$547,000, consolidate school lunch codes
  - 3. Transportation Department, \$88,500, emergency transportation
- E. Contracts
  - 1. Business Contracts
    - a. Bais Yaakov Ateres Miriam, UPK-CBO, 2018-2019 school year
    - b. Bnos Bais Yaakov, UPK-CBO, 2018-2019 school year
    - c. HAFTR Early Childhood, UPK-CBO, 2018-2019 school year
    - d. HALB, UPK-CBO, 2018-2019 school year
    - e. InfoSnap Inc. (Power School), student information renewal agreement, 2018-2019 school year
    - f. JCC of Greater Five Towns, UPK-CBO, 2018-2019 school year
    - g. Malverne UFSD, Health & Welfare, \$872.24 per student, 2018-2019 school year
    - h. Samuel Rodriguez, consulting services to District and Assistant Superintendent, \$50/hr not to exceed \$5,000., 2018-2019 school year
    - i. Shulamith School for Girls, UPK-CBO, 2018-2019 school year
    - j. Torah Academy for Girls, UPK-CBO, 2018-2019 school year

- k. Yeshiva Darchei Torah, UPK-CBO, 2018-2019 school year
- l. Yeshiva Ketana of Long Island, UPK-CBO, 2018-2019 school year
- m. Yeshiva South Shore, UPK-CBO, 2018-2019 school year

2. Curriculum/PPS Contracts

- a. Shira Borell, speech pathologist, 2018-2019 school year
- b. Brookville Center for Children's Services, Inc. IDEA flow through funds, 2018-2019 school year
- c. Center for Discovery, IDEA flow through funds, 2018-2019 school year
- d. Cerebral Palsy, IDEA flow through funds, 2018-2019 school year
- e. Great Neck UFSD, DOL/DOR, 2018-2019 school year
- f. Hagedorn Little Village School, IDEA flow through funds, 2018-2019 school year
- g. HASC, IDEA flow through funds, 2018-2019 school year
- h. Henry Viscardi School, IDEA flow through funds, 2018-2019 school year
- i. Kids First Evaluation & Advocacy Center, IDEA flow through funds, 2018-2019 school year
- j. Martin de Porres School for Exceptional Children, IDEA flow through funds, 2018-2019 school year
- k. New York Therapy Placement Services, IDEA flow through funds, 2018-2019 school year
- l. New York Therapy Placement Services, related services, 2018-2019 school year
- m. QSAC, Inc., IDEA flow through funds, 2018-2019 school year
- n. Miriam Roth, occupational therapist, 2018-2019 school year
- o. Dr. Andrew Singer, psychiatric services, 2018-2019 school year
- p. Tiegerman School, IDEA flow through funds, 2018-2019 school year
- q. United Cerebral Palsy of Nassau County, IDEA flow through funds, 2018-2019 school year
- r. Variety Child Learning Center, IDEA flow through funds, 2018-2019 school year
- s. Kimberly S. Williams, Psy.D., psychological evaluations, 2018-2019 school year

F. Donations

- 1. The Lawrence Union Free School District hereby accepts \$2,000 Porticus grant funds from the New Jersey Alliance for Social, Emotional and Character Development. The funds are to be used by the Lawrence Elementary School and Lawrence Primary School to support participation in the ASCENT project.
- 2. The Lawrence Union Free School District hereby accepts \$1,000 grant money from the Points of Light Foundation for the LES Family Volunteer Day conducted on 11/18/2018.

G. Change Orders

- 1. Number 15392-American Recreational Products, #2 School Playground, original contract \$200,494.00 to be increase by \$5,960.57

**IV. PERSONNEL ITEMS**

A. Retirements

- 1. Professional Staff ([Enclosure](#))
- 2. Civil Service Staff ([Enclosure](#))

- B. Resignations
  - 1. Professional Staff ([Enclosure](#))
  - 2. Civil Service Staff ([Enclosure](#))
- C. Discontinuance of Employment (None)
- D. Leave Of Absence (None)
- E. Tenure (None)
- F. Appointments
  - 1. Professional Staff ([Enclosure](#))
    - a. Change of Employment Status ([Enclosure](#))
    - b. Emergency Conditional Appointments (None)
    - c. Approved Substitute Teachers ([Enclosure](#))
    - d. Home Tutors (None)
  - 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 (None)

## V. ADMINISTRATIVE ITEMS

- A. Stipulation of Settlement and General Release ([Confidential Enclosure](#))

**BE IT RESOLVED**, that the Board of Education of the Lawrence Union Free School District hereby approve the terms and conditions as indicated in the Stipulation of Settlement and General Release resolving certain matters between the District and the parents of six (6) students classified by the District's CSE, as identified on confidential Enclosure V.A and 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.

- B. Nassau County Board of Elections MOA for the May 21, 2019 Annual Election ([Enclosure](#))
- C. Audit Report

**BE IT RESOLVED**, that the Board of Education of the Lawrence Union Free School District hereby acknowledges receipt of the Annual Audit for the school year ending June 30, 2018 as submitted by Cullen & Danowski, LLP, as required by the Commissioner of Education.

- D. General Purpose Grant

**BE IT RESOLVED** that the Lawrence Union Free School District hereby accepts \$15,000.00 grant from the NY Education Department, pursuant to Subdivision 2 of Section 1718 of the Education Law as amended by Chapter 82 of the Laws of 1995) for General Purpose.

-Increase Revenue Code A3289 by \$15,000.00

E. Policies and Regulations to be Rescinded

Upon the recommendation of the Superintendent and NYSSBA Policy Services recommendation letter dated April 2018, the following policies and regulations are to be rescinded.

- # 1240- Visitors to the Schools (covered by 5300.65 in District's Code of Conduct)
- # 1240-R - Visitors to the Schools Regulation (covered by 5300.65-R in District's Code of Conduct)
- # 1241 - Security of School Buildings (covered by 5300.65 in District's Code of Conduct, and district's Safety/Emergency Plan)
- # 1520 - Public Conduct on School Property (covered by 5300.70 in District's Code of Conduct)
- # 1520-R - Public Conduct on School Property Regulation (covered by 5300.70-R in District's Code of Conduct)
- # 4321.6 - Confidentiality of Student Records (covered by 5500. No need for separate policy for Special Education)
- # 4326-R - Limited English Proficiency Instruction Regulation (covered by state regulations)
- # 4712 - Student Progress Reports to Parents (PSEN outdated. Title I Parent/Family Engagement covered in 1900)
- # 5431 - Suicide Prevention (to be covered in safety plan)
- # 5431-R - Suicide Prevention Regulation (to be covered in safety plan)
- # 8123 - Hygiene Precautions and Procedures (non-essential)
- # 8123-R - Hygiene Precautions and Procedures Regulation (non-essential)
- # 8211 - Access to Buildings (addressed in safety plans)
- # 9220 - Staff Qualifications (non-essential)

F. Shulamith Lease Renewal and Rider (Number 5 School) ([Enclosure](#))

**WHEREAS**, the Board of Education (“Board”) remains committed to addressing the District’s fiscal challenges; and

**WHEREAS**, the Board previously determined that leasing the District’s underutilized and/or unoccupied buildings will generate significant revenue that can be applied to budgetary costs; and

**WHEREAS**, by prior resolution dated May 5, 2015, the Board initially authorized the lease of the Number 5 School to Shulamith School for Girls (“Shulamith”); and

**WHEREAS**, on or about July 9, 2018, the Board authorized a renewal of the lease which extended the lease period to August 31, 2019; and

**WHEREAS**, the Number 5 School building and grounds remain unneeded for District purposes; and

**WHEREAS**, Pursuant to § 403-a of the New York Education Law a Board of Education may lease school buildings and sites or grounds, or any part thereof, upon such terms and conditions as the Board of Education deems appropriate to any person, partnership, or corporation that the Board of Education or trustees has determined will provide the most benefit to the School District for a period not to exceed ten (10) years; and

**WHEREAS**, the revenue generated from the lease of the Number 5 School has been applied to building and grounds improvements and other budgetary costs; and

**WHEREAS**, the Board has negotiated terms of a successor lease agreement with Shulamith and determined that the returns remain consistent with and/or exceed the fair market rental value of

nearby school buildings of similar size, character and use and will provide the most benefit to the District;

**NOW THEREFORE BE IT RESOLVED**, having been reviewed by counsel, the Board hereby approves the aforementioned Lease Agreement under the terms and conditions set forth therein; and

**BE IT FURTHER RESOLVED**, the President of the Board, and in the absence of the President, the Vice-President of the Board, is hereby authorized to counter-sign the partially executed Lease Agreement and to make, execute and deliver any and all further documents necessary to carry out the intent of this resolution.

#### VI. INFORMATIONAL ITEMS (Enclosures)

- A. Warrants # 7, 8, 9, 10, 11, 12
- B. Budget Summary by Function-June 2018 Final, September 2018, October 2018 and November 2018
- C. Revenue Status Report-June2018 Final, September 2018, October 2018 and November 2018
- D. Extra Classroom Activity Funds
  - 1. High School-September 2018, October 2018
  - 2. Middle School-September 2018, October 2018
- E. CSE/CPSE Confidential Recommendations

#### VII. 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.

#### VIII. ADJOURNMENT

Future Scheduled Board Meeting:  
 Regular Meeting  
 Lawrence High School, February 11, 2019, 8:00 PM

Meeting Notices are posted on the Board of Education webpage of the Lawrence.org District website.

**Enclosure III. B. 1.  
Regular Meeting  
January 7, 2019**

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

**2190777**  
Page 1 of 1

DATE: 10/22/2018  
VENDOR #: 20  
REQUISITION #: 2537

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Venezia, Carol

<b>ORDER TO:</b>
ACME BUS CORP. 3355 VETERANS MEMORIAL HIGHWAY RONKONKOMA, NY 11779

<b>SHIP TO:</b>
Lawrence Middle School 195 Broadway Lawrence, NY 11559

Other: 2018-19 BUS 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 ID # 11-6000136
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Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 BD	2018-19 BUS TRANSPORTATION	50,000.0000			50,000.00
<b>Total:</b>					<b>50,000.00</b>

- 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 III. B.2  
 Regular Meeting  
 January 7, 2019

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

**2191064**  
 Page 1 of 1

DATE: 12/19/2018  
 VENDOR #: 288  
 REQUISITION #: 2814

VENDOR PHONE: 6315637300  
 VENDOR FAX: 6315637389

REQUESTOR: Johnson, Jill

<b>ORDER TO:</b>
BRANCH SERVICES 2099 - 9th Avenue RONKONKOMA, NY 11779

<b>SHIP TO:</b>
Lawrence Public School-Facilities 195 Broadway Lawrence, NY 11559  Attn: Craig Cammarata

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 ID # 11-6000136
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Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 OT	ISuffolk BOCES bid	0.0000			0.00
1.00 EA	Asbestos removal and disposal Superintendent's office	28,480.0000			28,480.00
1.00 EA	Removal and disposal of lead and asbestos materials in MS lobby toilets	68,200.0000			68,200.00
<b>Total:</b>					<b>96,680.00</b>

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- 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*

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Purchasing Agent

Enclosure III. B. 3.  
 Regular Meeting  
 January 7, 2019

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

**2190793**  
 Page 1 of 1

DATE: 10/23/2018  
 VENDOR #: 882  
 REQUISITION #: 2550

VENDOR PHONE:  
 VENDOR FAX:

REQUESTOR: Bowers, Kathy

<b>ORDER TO:</b>
Guercio & Guercio, LLP 77 Conklin Street Farmingdale, NY 11735

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

Other: Encumbrance 2018-19

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	Encumbrance 2018-19 Special Education legal Services	25,000.0000			25,000.00
1.00 YR	Encumbrance 2018-19 Retainer	20,000.0000			20,000.00
	** Change Order: Increase PO				50,000.00
<b>Total:</b>					<b>95,000.00</b>

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- 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 III. B. 4.  
Regular Meeting  
January 7, 2019**

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

**2190771**  
Page 1 of 1

DATE: 10/17/2018  
VENDOR #: 2851  
REQUISITION #: 2522

VENDOR PHONE: 516-326-2020  
VENDOR FAX: 516-326-0609

REQUESTOR: Spoangis, Margaret

<b>ORDER TO:</b>
HCT LLC (dba Horizon Healthcare) 20 Jerusalem Avenue 3rd Floor Hicksville, NY 11801

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

Other: Nursing Services 2018-2019

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

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certificate for sales tax purposes FEDERAL TAX ID # 11-6000136

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	LPS - Nursing Services 2018-2019	9,000.0000			9,000.00
1.00 EA	NPS - Nursing Services 2018-2019	45,000.0000			45,000.00
<b>Total:</b>					<b>54,000.00</b>

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- 2 INSURANCE(RECEIPT / NUMBER)
- 3 AIR BILL, WAY BILL, BILL OF LADING

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*Marie Elliott*  
\_\_\_\_\_  
Purchasing Agent

**Enclosure III. B. 5.  
Regular Meeting  
January 7, 2019**

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

**2190842**  
Page 1 of 1

DATE: 11/01/2018  
VENDOR #: 996  
REQUISITION #: 2581

VENDOR PHONE: 6317277691  
VENDOR FAX: 6317278618

REQUESTOR: Spoagis, Margaret

<b>ORDER TO:</b>
INSTITUTE FOR CHILDREN WITH AUTISM PO BOX 2349 RIVERHEAD, NY 11901

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

Other: ABA-BCBATHerapist 2018-2019

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 ID # 11-6000136
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Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	ABA/BCBA Therapy 2018-2019	50,000.0000			50,000.00
<b>Total:</b>					<b>50,000.00</b>

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

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*Marie Elliott*  
Purchasing Agent

**Enclosure III. B. 6.  
Regular Meeting  
January 7, 2019**

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

**2190843**  
Page 1 of 1

DATE: 11/01/2018  
VENDOR #: 1303  
REQUISITION #: 2582

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

<b>ORDER TO:</b>
LILLIAN LILKER 236 HENLEY ROAD WOODMERE, NY 11598

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

Other: Speech Pathologist 2018-2019

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 ID # 11-6000136
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Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	Speech/Language Therapy 2018-2019	50,000.0000			50,000.00
<b>Total:</b>					<b>50,000.00</b>

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

*Marie Elliott*

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Purchasing Agent

**Enclosure III. B. 7.  
Regular Meeting  
January 7, 2019**

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

**2190696**  
Page 1 of 1

**DATE:** 10/5/2018  
**VENDOR #:** 1363  
**REQUISITION #:** 2450

**VENDOR PHONE:**  
**VENDOR FAX:**

**REQUESTOR:** Spogis, Margaret

<b>ORDER TO:</b>
MAC Behavior Solutions, Inc. 17 Adams Street East Rockaway, NY 11518

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

Other: ABA Therapist 2018-2019

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

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Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	ABA Therapy 2018-2019	40,000.0000			40,000.00
	** Change Order: Increase PO				60,000.00
<b>Total:</b>					<b>100,000.00</b>

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- 2 INSURANCE(RECEIPT / NUMBER)
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*Marie Elliott*  
Purchasing Agent

**Enclosure III. B. 8.  
Regular Meeting  
January 7, 2019**

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

**2190081**  
Page 1 of 1

DATE: 7/10/2018  
VENDOR #: 1753  
REQUISITION #: 1794

VENDOR PHONE:  
VENDOR FAX:

REQUESTOR: Johnson, Jill

<b>ORDER TO:</b>
OCEAN JANITORIAL SUPPLY 2775 SUNRISE HIGHWAY ISLIP TERRACE, NY 11752

<b>SHIP TO:</b>
Lawrence Public School-Facilities 195 Broadway Lawrence, NY 11559  Attn: Craig Cammarata

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 ID # 11-6000136
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Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 OT	EdData bid	0.0000			0.00
1.00 EA	ENCUMBRANCE	49,000.0000			49,000.00
	** Change Order: Increase PO				2,000.00
	** Change Order: Increase PO				22,000.00
	** Change Order: Increase PO				27,000.00
<b>Total:</b>					<b>100,000.00</b>

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- DO NOT overship or substitute without prior School District Approval.
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- 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.

 <hr/> Purchasing Agent
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Lawrence Union Free School District  
**BUDGET TRANSFER REQUEST**

Enclosure III. D. 1.  
 Regular Meeting  
 January 7, 2019  
 10/1/2018

Requ Chanchal Kumar

**Transfer TO**

Budget Code: A228049000000 AMT \$ 145,000.00

DESCRIPTION: BOCES CAREER TRAINING  
C N A PROGRAM (OCCUPATIONAL ED)

Budget Code: \_\_\_\_\_ AMT \_\_\_\_\_  
 DESCRIPTION: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

Budget Code: \_\_\_\_\_ AMT \_\_\_\_\_  
 DESCRIPTION: \_\_\_\_\_

**Transfer FROM**

Budget Code: A2250490434000 AMT \$ 145,000.00

DESCRIPTION: BOCES -Special Education

Budget Code: \_\_\_\_\_ AMT \_\_\_\_\_  
 DESCRIPTION: \_\_\_\_\_

Budget Code: \_\_\_\_\_ AMT \_\_\_\_\_  
 DESCRIPTION: \_\_\_\_\_

Budget Code: \_\_\_\_\_ AMT \_\_\_\_\_  
 DESCRIPTION: \_\_\_\_\_

**Transfer Justification** (If this is a reoccurring expense, adjust future budget)

Transfer to fund the new C N A program at the Lawrence High School

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

Date: 10-15-18  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

*Business Office Use Only*

Verification of Funds: M. J. [Signature]  
 BOE Action: 10-15-18  
 Transfer date: 10-16-18

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

Enclosure III. D. 2.  
Regular Meeting  
January 7, 2019

1/7/2019

Requ Chanchal Kumar

**Transfer TO**

**Budget Code:** C2860400010000 **AMT \$** 547,000.00

**DESCRIPTION:** School Lunch -Contractual

**Budget Code:** \_\_\_\_\_ **AMT** \_\_\_\_\_

**DESCRIPTION:** \_\_\_\_\_

**DESCRIPTION:** \_\_\_\_\_

**Budget Code:** \_\_\_\_\_ **AMT** \_\_\_\_\_

**DESCRIPTION:** \_\_\_\_\_

**Transfer FROM**

**Budget Code:** C2860422010000 **AMT \$** 80,000.00

**DESCRIPTION:** SLF-Admin

**Budget Code:** C2860451010000 **AMT \$** 467,000.00

**DESCRIPTION:** SLF-Direct Cost

**Budget Code:** \_\_\_\_\_ **AMT** \_\_\_\_\_

**DESCRIPTION:** \_\_\_\_\_

**Budget Code:** \_\_\_\_\_ **AMT** \_\_\_\_\_

**DESCRIPTION:** \_\_\_\_\_

**Transfer Justification**

*(If this is a reoccurring expense, adjust future budget)*

School lunch WHITSONS invoices will be paid from one contractual code.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Supervisor' Signature** \_\_\_\_\_

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

**Business Office Approval** \_\_\_\_\_

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

**Superintendent's Approval** \_\_\_\_\_

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

*Business Office Use Only*

*Verification of Funds:* \_\_\_\_\_

*BOE Action:* \_\_\_\_\_

*Transfer date:* \_\_\_\_\_

53

Lawrence Union Free School District  
BUDGET TRANSFER REQUEST

10/15/2018

Requ Chanchal Kumar

**Transfer TO**

Budget Code: A5540.414.60.9526 AMT \$ 50,000.00  
DESCRIPTION: \_\_\_\_\_

Budget Code: A5540.426.43.9526 AMT \$ 1,000.00  
DESCRIPTION: \_\_\_\_\_

Budget Code: A5540.425.43.9526 \$ 37,500.00  
DESCRIPTION: \_\_\_\_\_

Budget Code: \_\_\_\_\_ AMT \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_

**Transfer FROM**

Budget Code: A5540.421.61.9507 AMT \$ 20,000.00  
DESCRIPTION: \_\_\_\_\_

Budget Code: A5540.491.00.9701F AMT \$ 25,000.00  
DESCRIPTION: \_\_\_\_\_

Budget Code: A5540.403.00.0056 AMT \$ 43,500.00  
DESCRIPTION: \_\_\_\_\_

Budget Code: \_\_\_\_\_ AMT \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_

**Transfer Justification** (If this is a reoccurring expense, adjust future budget)

TO ADJUST BUDGET FOR ACME/BAUMAN. CREATE NEW BUDGET CODES FOR EMERGENCY TRANSP.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: 10-18-18  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

*Business Office Use Only*  
Verification of Funds: [Signature]  
BOE Action: \_\_\_\_\_  
Transfer date: \_\_\_\_\_



**Chanchal Kumar**

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**From:** Carol Venezia  
**Sent:** Monday, October 15, 2018 11:29 AM  
**To:** Chanchal Kumar  
**Subject:** FW:

I will call you to explain

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**From:** Carol Venezia  
**Sent:** Monday, October 15, 2018 10:04 AM  
**To:** Jeremy Feder  
**Subject:**

Good Morning

Back in August, I asked if we could transfer money from the Suburban code(\$20,000) and the Eastern Suffolk code(\$25,000) to make an ACME/Baumann Handicap code. Unfortunately, it didn't happen.

I still need a code for Acme/Bauman for the amount of \$50,000.00 code: \_\_\_\_\_

And now I need a codes for

Emergency transportation using parent transport: Code: \_\_\_\_\_ for \$1000.00

Emergency transportation using Vendor First Student Code : \_\_\_\_\_ for \$3500.00

And

First Student : November to June Code: \_\_\_\_\_ in amount of \$34,000,00

Thanks,  
Carol

Carol Ann Venezia



Lawrence Public Schools  
Registration & Transportation

LAWRENCE UFSD

Budget Transfer Query For 10/16/2018



Reference #	Date	Transfer Explanation	Account	Detail Description	Debits	Credits
53	10/16/2018	Emergency Transportation	A 5540.414-60-9526	Emergency Transportation	0.00	50,000.00
			A 5540.426-43-9526		0.00	1,000.00
			A 5540.425-43-9526		0.00	37,500.00
			A 5540.421-61-9507		20,000.00	0.00
			A 5540.491-00-9701		25,000.00	0.00
			A 5540.403-00-0056		43,500.00	0.00
<b>Transfer Totals:</b>					<b>88,500.00</b>	<b>88,500.00</b>
<b>Grand Totals:</b>					<b>88,500.00</b>	<b>88,500.00</b>

**LAWRENCE UNION FREE SCHOOL DISTRICT UNIVERSAL  
PREKINDERGARTEN AGREEMENT**

**Enclosure III. E.1. a.  
Regular Meeting  
January 7, 2019**

Agreement made this First day of September, 2018 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 195 Broadway, Lawrence, New York 11559 and Bais Yaakov Ateres Miriam, with its principal place of business located at 1214 Heyson Road, Far Rockaway, New York 11691.

**WHEREAS, THE Education Law 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, the Board of Education has appointed a designee to receive and evaluate applications from parents who are residents of the School District and who would like their children to attend the Universal Pre-Kindergarten Program; and**

**WHEREAS, the Agency desires to be one of the sites designated by the School District to provide a Universal Pre-Kindergarten Program; and**

**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, 2018** and shall continue through to and including **June 30, 2019** 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 regular mail, of the decision to terminate this Agreement but in no event that the Agency terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. If the Agency elects to terminate this Agreement and has been paid in advance by the School District for goods and services not yet rendered, the Agency shall immediately refund to the School District all money prepaid to it by the School District for the goods or services not provided. The Agency agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, New York 11559. The Board of Education agrees to send such notice to the Agency'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** in accordance with the Commissioner's Regulations, professional development shall be based on the instructional needs of children and shall be provided to prekindergarten teachers and staff in district and agency settings in which prekindergarten services are provided.

**INSTRUCTIONAL PROGRAM** (1) The program will be in session two and one-half hours a day, five days a week (12-1/2 hours per week). The program will be in session for not less than 180 days during the 2018-2019 school years. The hours of the session will be determined by the Agency. (2) The Agency will provide a developmentally appropriate, literacy based curriculum suitable for children with special needs and/or for children with limited English proficiency. (3) The Agency 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.

**ENROLLMENT** The Agency shall ensure that at all times there will be no more than 20 preschoolers in any Universal Pre-Kindergarten class. It is estimated that your agency will provide for 2 students. The Agency may not accept any new students without the express written approval of the School District. The Agency must immediately notify the School District of any changes in enrollment. The Agency must immediately notify the School District if any child is no longer a resident of the Lawrence Union Free School District. This Agreement covers only the Lawrence Union Free School District and the Agency, accordingly, while the Agency may accept and maintain students from other districts, in relation to the terms and conditions hereunder, the Agency may only enroll and maintain Lawrence resident students in its program, the Agency shall not receive any payment from the School District for any student who was not a Lawrence resident at the time for which payment is sought. The number of students that the Agency may enroll will be determined solely by the School District or its designee based upon the total number of students then enrolled in the School District's Universal Pre-Kindergarten (UPK) Program.

**STAFFING** (1) The Agency shall ensure that either the on-site Universal Pre-Kindergarten teacher or the on-site educational director shall, throughout the term of this Agreement, possess either N-6 or B-2 State certification and shall provide the Board of Education with a copy of all such certifications no later than September 1, 2018. (2) The Agency shall ensure that at all times it will maintain a ratio of one teacher and one teacher's aide for each 16-18 students, or one teacher and two teacher's aides for 19-20 students.

**FACILITIES** The Agency shall ensure that the classroom is physically set up with appropriate furniture, equipment and supplies to meet the social, cognitive, linguistic, emotional, physical, cultural and creative needs of four year old children, and has 30 square feet of useable space per child. The Agency must submit proof acceptable to the School District that the facilities have a certificate of occupancy and a fire safety certificate.

**PLAYGROUND** The Agency shall ensure that the outside playground area is large enough and physically provisioned with appropriate equipment to meet the needs of four year old children. The Agency shall ensure that the outside playground meets proper health, safety and sanitary conditions and that such proper conditions must be maintained.

**SNACKS** The Agency shall ensure that all snacks (or meals) provided by the Agency are nutritious and properly served to promote children's self help skills.

**REGULATORY COMPLIANCE** (1) The Agency is aware of the New York State Education Department's regulations governing the operation of the herein Universal Pre-Kindergarten Program. (2) The Agency will achieve the requirements as set forth by the New York State Education Department regarding teacher certification for N-6 or B-2 certificates for the teachers the Agency employs for its Universal Pre-Kindergarten program by the beginning of the 2017-2018 school year. (3) The Agency shall utilize the accreditation standards and "best practices" as described by the National Association for the Education of Young Children (NAEYC). (4) At all times, the Agency shall comply with the New York State Education Department's regulations issued governing Universal Pre-Kindergarten programs.

**COOPERATION WITH THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION** The Agency 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". The Agency shall coordinate with the School District to ensure compliance with applicable special education laws. Upon reasonable request by the School District, personnel from the Agency shall participate in any meetings held regarding preschoolers who have been identified by the Committee on Preschool Special Education as having disabilities. The Agency shall provide access to School District personnel if needed to complete any evaluation or observation of a preschooler suspected of having a disability.

**AGENCY RECORDS** The Agency shall forward completed copies of the student's applications to the Agency, including student immunization records, student birth certificates, student health form, New York State home language questionnaire and proof of residency to the School District within 10 school days of the Agency's acceptance and the School District's approval of the child into its program. With reference to the student's attendance records, the Agency shall forward such records to the School District monthly and also with each invoice submitted, and again at the end of June. In the event of a student's absence, the Agency shall indicate on the attendance forms the basis of the child's

absence. The attendance form shall indicate whether the student's absence is due to an illness, an emergency or observation of a religious holiday.

**DEFICIENCIES** In the event that the Agency, at any time, fails to be in full compliance with this Agreement of 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 the Agency'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 Agency five (5) days in which to cure all such defects. In the event the Agency fails to cure all such defects within such five (5) day period, the School District has the right to immediately rescind the Agency'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 the Agency a maximum of \$270.00 per month for each eligible preschooler who has been duly enrolled for the Universal Pre-Kindergarten program during the 2018-2019 school year so long as the Agency 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 5 payments to the Agency for each child enrolled in the Universal Pre-Kindergarten program. The first payment will be on September 13, 2018 after the School District receives the invoice for the number of children actually enrolled on September 3, 2018. The payment will be \$270.00 per child enrolled. On November 15, 2018 payment will be made based on the number of children who have attended in September and October at \$270.00 per child per month in attendance with the invoice due on November 4, 2018. If fewer or more children attended than were enrolled on September 3, 2018, a deduction or addition will be made to ensure that the proper payment is made. Subsequent payments will be made at \$270.00 per child per month in attendance. Invoice #3 will be due on January 3, 2019 based on November and December attendance. Invoice #4 will be due on March 3, 2019 with payment of March 14, 2019 based on the January and February attendance. Invoice #5 will be due on May 2, 2019 with payment on May 16, 2019 based on the March and April attendance. May and June attendance must be submitted to designee determined by the School District no later than June 30, 2019. If the Agency fails to submit May and June attendance or children do not attend full time in May or June or the Agency closes before the 180 days are completed, the Agency will immediately repay the School District for all money it has received from the School District for May and June. A child must be attendance for at least 11 days per month to allow the Agency to receive full monthly reimbursement for the monthly per child rate as determined above. If a child attends between 5 and 10 days per month, the Agency will receive 1/2 payment of the monthly per child rate. If the child attends 1 to 4 days per month, the Agency will not receive any payment. This does not include absences by the child due to illnesses, emergencies, or observation of religious holidays. In the event that the Agency 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 the Agency. In no event shall the School District make any payment to the Agency 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 the Agency. This payment schedule provision shall survive the termination of this Agreement.

**INSURANCE** (1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the Agency hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Agency'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 admitted insurer, however, the School District reserves the right to accept, at their discretion,

excess and surplus lines insurers. The policy shall provide for thirty days' notice of cancellation, state that the Agency'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) The Agency agrees to indemnify the School District for any applicable deductibles. (4) The Agency 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) The Agency 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. The Agency is to provide the School District with an original certificate of insurance evidencing the above requirements have been met prior to September 1, 2018 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, 2018 through to and including June 30, 2019. Any lapse in insurance coverage for any reason shall be grounds for immediate termination of this Agreement.

**TUITION AND DSS SUBSIDIES** Neither tuition nor Department of Social Services (DSS) subsidies can be collected from the families of children attending the Universal Pre-Kindergarten program. If the Agency is a full-day child care provider and offers an extended day option for children attending the program, tuition and DSS subsidies may, however, be collected from those families who choose the extended day option.

**ADDITIONAL CONDITIONS** In addition to all of the terms and conditions set forth herein, the Agency must also comply with the terms and conditions that are included in the document that was provided to the Agency, "UPK Checklist and Necessary UPK Documents" and which is attached hereto as "Appendix A" and is hereby made a part 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** The Agency 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 the Agency 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 his designee and shall be subject to the general inspection and supervision to secure the satisfactory completion thereto. The Agency is not to be considered an agent, agency or employee of the Board of Education for any purpose and the Agency and its employees are not entitled to any benefits that the Board of Education provides to its employees. The Agency 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 the Agency and shall be performed only by individuals made known by the Agency 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 or 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**, the Agency 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: \_\_\_\_\_  
BOE President – Murray Forman

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

BY: \_\_\_\_\_  
Superintendent of Schools

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

BY: Avraham Mayer  
Agency Representative

Date: 11/26/18

Avraham Mayer  
\_\_\_\_\_

Printed Name

Executive Director  
\_\_\_\_\_

Title

45-5290453  
\_\_\_\_\_

Tax ID

**LAWRENCE UNION FREE SCHOOL DISTRICT UNIVERSAL  
PREKINDERGARTEN AGREEMENT**

**Enclosure III. E.1. b.  
Regular Meeting  
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**STAFFING** (1) The Agency shall ensure that either the on-site Universal Pre-Kindergarten teacher or the on-site educational director shall, throughout the term of this Agreement, possess either N-6 or B-2 State certification and shall provide the Board of Education with a copy of all such certifications no later than September 1, 2018. (2) The Agency shall ensure that at all times it will maintain a ratio of one teacher and one teacher's aide for each 16-18 students, or one teacher and two teacher's aides for 19-20 students.

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**PLAYGROUND** The Agency shall ensure that the outside playground area is large enough and physically provisioned with appropriate equipment to meet the needs of four year old children. The Agency shall ensure that the outside playground meets proper health, safety and sanitary conditions and that such proper conditions must be maintained.

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**COOPERATION WITH THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION** The Agency 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". The Agency shall coordinate with the School District to ensure compliance with applicable special education laws. Upon reasonable request by the School District, personnel from the Agency shall participate in any meetings held regarding preschoolers who have been identified by the Committee on Preschool Special Education as having disabilities. The Agency shall provide access to School District personnel if needed to complete any evaluation or observation of a preschooler suspected of having a disability.

**AGENCY RECORDS** The Agency shall forward completed copies of the student's applications to the Agency, including student immunization records, student birth certificates, student health form, New York State home language questionnaire and proof of residency to the School District within 10 school days of the Agency's acceptance and the School District's approval of the child into its program. With reference to the student's attendance records, the Agency shall forward such records to the School District monthly and also with each invoice submitted, and again at the end of June. In the event of a student's absence, the Agency shall indicate on the attendance forms the basis of the child's

absence. The attendance form shall indicate whether the student's absence is due to an illness, an emergency or observation of a religious holiday.

**DEFICIENCIES** In the event that the Agency, at any time, fails to be in full compliance with this Agreement of 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 the Agency'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 Agency five (5) days in which to cure all such defects. In the event the Agency fails to cure all such defects within such five (5) day period, the School District has the right to immediately rescind the Agency'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 the Agency a maximum of \$270.00 per month for each eligible preschooler who has been duly enrolled for the Universal Pre-Kindergarten program during the 2018-2019 school year so long as the Agency 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 5 payments to the Agency for each child enrolled in the Universal Pre-Kindergarten program. The first payment will be on September 13, 2018 after the School District receives the invoice for the number of children actually enrolled on September 3, 2018. The payment will be \$270.00 per child enrolled. On November 15, 2018 payment will be made based on the number of children who have attended in September and October at \$270.00 per child per month in attendance with the invoice due on November 4, 2018. If fewer or more children attended than were enrolled on September 3, 2018, a deduction or addition will be made to ensure that the proper payment is made. Subsequent payments will be made at \$270.00 per child per month in attendance. Invoice #3 will be due on January 3, 2019 based on November and December attendance. Invoice #4 will be due on March 3, 2019 with payment of March 14, 2019 based on the January and February attendance. Invoice #5 will be due on May 2, 2019 with payment on May 16, 2019 based on the March and April attendance. May and June attendance must be submitted to designee determined by the School District no later than June 30, 2019. If the Agency fails to submit May and June attendance or children do not attend full time in May or June or the Agency closes before the 180 days are completed, the Agency will immediately repay the School District for all money it has received from the School District for May and June. A child must be attendance for at least 11 days per month to allow the Agency to receive full monthly reimbursement for the monthly per child rate as determined above. If a child attends between 5 and 10 days per month, the Agency will receive 1/2 payment of the monthly per child rate. If the child attends 1 to 4 days per month, the Agency will not receive any payment. This does not include absences by the child due to illnesses, emergencies, or observation of religious holidays. In the event that the Agency 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 the Agency. In no event shall the School District make any payment to the Agency 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 the Agency. This payment schedule provision shall survive the termination of this Agreement.

**INSURANCE** (1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the Agency hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Agency'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 admitted insurer, however, the School District reserves the right to accept, at their discretion,

excess and surplus lines insurers. The policy shall provide for thirty days' notice of cancellation, state that the Agency'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) The Agency agrees to indemnify the School District for any applicable deductibles. (4) The Agency 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) The Agency 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. The Agency is to provide the School District with an original certificate of insurance evidencing the above requirements have been met prior to September 1, 2018 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, 2018 through to and including June 30, 2019. Any lapse in insurance coverage for any reason shall be grounds for immediate termination of this Agreement.

**TUITION AND DSS SUBSIDIES** Neither tuition nor Department of Social Services (DSS) subsidies can be collected from the families of children attending the Universal Pre-Kindergarten program. If the Agency is a full-day child care provider and offers an extended day option for children attending the program, tuition and DSS subsidies may, however, be collected from those families who choose the extended day option.

**ADDITIONAL CONDITIONS** In addition to all of the terms and conditions set forth herein, the Agency must also comply with the terms and conditions that are included in the document that was provided to the Agency, "UPK Checklist and Necessary UPK Documents" and which is attached hereto as "Appendix A" and is hereby made a part 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** The Agency 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 the Agency 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 his designee and shall be subject to the general inspection and supervision to secure the satisfactory completion thereto. The Agency is not to be considered an agent, agency or employee of the Board of Education for any purpose and the Agency and its employees are not entitled to any benefits that the Board of Education provides to its employees. The Agency 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 the Agency and shall be performed only by individuals made known by the Agency 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 or 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**, the Agency 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: \_\_\_\_\_  
BOE President – Murray Forman

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

BY: \_\_\_\_\_  
Superintendent of Schools

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

BY: \_\_\_\_\_  
Agency Representative

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



Ephraim Blumenkrantz

Printed Name

Executive Director

Title

11-3220788

Tax ID

**LAWRENCE UNION FREE SCHOOL DISTRICT UNIVERSAL  
PREKINDERGARTEN AGREEMENT**

**Enclosure III. E.1. c.  
Regular Meeting  
January 7, 2019**

Agreement made this First day of September, 2018 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 195 Broadway, Lawrence, New York 11559 and HAFTR Early Childhood, with its principal place of business located at 33 Washington Avenue, Lawrence, New York 11559.

**WHEREAS**, THE Education Law 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**, the Board of Education has appointed a designee to receive and evaluate applications from parents who are residents of the School District and who would like their children to attend the Universal Pre-Kindergarten Program; and

**WHEREAS**, the Agency desires to be one of the sites designated by the School District to provide a Universal Pre-Kindergarten Program; and

**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, 2018** and shall continue through to and including **June 30, 2019** 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 regular mail, of the decision to terminate this Agreement but in no event that the Agency terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. If the Agency elects to terminate this Agreement and has been paid in advance by the School District for goods and services not yet rendered, the Agency shall immediately refund to the School District all money prepaid to it by the School District for the goods or services not provided. The Agency agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, New York 11559. The Board of Education agrees to send such notice to the Agency'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** in accordance with the Commissioner's Regulations, professional development shall be based on the instructional needs of children and shall be provided to prekindergarten teachers and staff in district and agency settings in which prekindergarten services are provided.

**INSTRUCTIONAL PROGRAM** (1) The program will be in session two and one-half hours a day, five days a week (12-1/2 hours per week). The program will be in session for not less than 180 days during the 2018-2019 school years. The hours of the session will be determined by the Agency. (2) The Agency will provide a developmentally appropriate, literacy based curriculum suitable for children with special needs and/or for children with limited English proficiency. (3) The Agency 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.

absence. The attendance form shall indicate whether the student's absence is due to an illness, an emergency or observation of a religious holiday.

**DEFICIENCIES** In the event that the Agency, at any time, fails to be in full compliance with this Agreement of 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 the Agency'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 Agency five (5) days in which to cure all such defects. In the event the Agency fails to cure all such defects within such five (5) day period, the School District has the right to immediately rescind the Agency'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 the Agency a maximum of \$270.00 per month for each eligible preschooler who has been duly enrolled for the Universal Pre-Kindergarten program during the 2018-2019 school year so long as the Agency 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 5 payments to the Agency for each child enrolled in the Universal Pre-Kindergarten program. The first payment will be on September 13, 2018 after the School District receives the invoice for the number of children actually enrolled on September 3, 2018. The payment will be \$270.00 per child enrolled. On November 15, 2018 payment will be made based on the number of children who have attended in September and October at \$270.00 per child per month in attendance with the invoice due on November 4, 2018. If fewer or more children attended than were enrolled on September 3, 2018, a deduction or addition will be made to ensure that the proper payment is made. Subsequent payments will be made at \$270.00 per child per month in attendance. Invoice #3 will be due on January 3, 2019 based on November and December attendance. Invoice #4 will be due on March 3, 2019 with payment of March 14, 2019 based on the January and February attendance. Invoice #5 will be due on May 2, 2019 with payment on May 16, 2019 based on the March and April attendance. May and June attendance must be submitted to designee determined by the School District no later than June 30, 2019. If the Agency fails to submit May and June attendance or children do not attend full time in May or June or the Agency closes before the 180 days are completed, the Agency will immediately repay the School District for all money it has received from the School District for May and June. A child must be attendance for at least 11 days per month to allow the Agency to receive full monthly reimbursement for the monthly per child rate as determined above. If a child attends between 5 and 10 days per month, the Agency will receive 1/2 payment of the monthly per child rate. If the child attends 1 to 4 days per month, the Agency will not receive any payment. This does not include absences by the child due to illnesses, emergencies, or observation of religious holidays. In the event that the Agency 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 the Agency. In no event shall the School District make any payment to the Agency 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 the Agency. This payment schedule provision shall survive the termination of this Agreement.

**INSURANCE** (1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the Agency hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Agency'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 admitted insurer, however, the School District reserves the right to accept, at their discretion,

**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**, the Agency 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

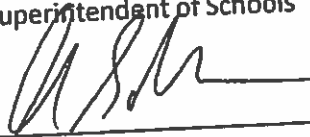
**LAWRENCE UNION FREE SCHOOL DISTRICT**

BY: \_\_\_\_\_  
BOE President – Murray Forman

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

BY: \_\_\_\_\_  
Superintendent of Schools

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

X BY:  \_\_\_\_\_  
Agency Representative

Date: 10/26/18

Ari Solomon  
Printed Name

Executive Director  
Title

\_\_\_\_\_  
Tax ID

11-2551180

**LAWRENCE UNION FREE SCHOOL DISTRICT UNIVERSAL  
PREKINDERGARTEN AGREEMENT**

**Enclosure III. E.1. d.  
Regular Meeting  
January 7, 2019**

Agreement made this First day of September, 2018 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 195 Broadway, Lawrence, New York 11559 and Hebrew Academy of Long Beach, with its principal place of business located at 132 Spruce Street, Cedarhurst, New York 11516.

**WHEREAS**, THE Education Law 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**, the Board of Education has appointed a designee to receive and evaluate applications from parents who are residents of the School District and who would like their children to attend the Universal Pre-Kindergarten Program; and

**WHEREAS**, the Agency desires to be one of the sites designated by the School District to provide a Universal Pre-Kindergarten Program; and

**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, 2018** and shall continue through to and including **June 30, 2019** 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 regular mail, of the decision to terminate this Agreement but in no event that the Agency terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. If the Agency elects to terminate this Agreement and has been paid in advance by the School District for goods and services not yet rendered, the Agency shall immediately refund to the School District all money prepaid to it by the School District for the goods or services not provided. The Agency agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, New York 11559. The Board of Education agrees to send such notice to the Agency'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** in accordance with the Commissioner's Regulations, professional development shall be based on the instructional needs of children and shall be provided to prekindergarten teachers and staff in district and agency settings in which prekindergarten services are provided.

**INSTRUCTIONAL PROGRAM** (1) The program will be in session two and one-half hours a day, five days a week (12-1/2 hours per week). The program will be in session for not less than 180 days during the 2018-2019 school years. The hours of the session will be determined by the Agency. (2) The Agency will provide a developmentally appropriate, literacy based curriculum suitable for children with special needs and/or for children with limited English proficiency. (3) The Agency 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.



**ENROLLMENT** The Agency shall ensure that at all times there will be no more than 20 preschoolers in any Universal Pre-Kindergarten class. It is estimated that your agency will provide for 2 students. The Agency may not accept any new students without the express written approval of the School District. The Agency must immediately notify the School District of any changes in enrollment. The Agency must immediately notify the School District if any child is no longer a resident of the Lawrence Union Free School District. This Agreement covers only the Lawrence Union Free School District and the Agency, accordingly, while the Agency may accept and maintain students from other districts, in relation to the terms and conditions hereunder, the Agency may only enroll and maintain Lawrence resident students in its program, the Agency shall not receive any payment from the School District for any student who was not a Lawrence resident at the time for which payment is sought. The number of students that the Agency may enroll will be determined solely by the School District or its designee based upon the total number of students then enrolled in the School District's Universal Pre-Kindergarten (UPK) Program.

**STAFFING** (1) The Agency shall ensure that either the on-site Universal Pre-Kindergarten teacher or the on-site educational director shall, throughout the term of this Agreement, possess either N-6 or B-2 State certification and shall provide the Board of Education with a copy of all such certifications no later than September 1, 2018. (2) The Agency shall ensure that at all times it will maintain a ratio of one teacher and one teacher's aide for each 16-18 students, or one teacher and two teacher's aides for 19-20 students.

**FACILITIES** The Agency shall ensure that the classroom is physically set up with appropriate furniture, equipment and supplies to meet the social, cognitive, linguistic, emotional, physical, cultural and creative needs of four year old children, and has 30 square feet of useable space per child. The Agency must submit proof acceptable to the School District that the facilities have a certificate of occupancy and a fire safety certificate.

**PLAYGROUND** The Agency shall ensure that the outside playground area is large enough and physically provisioned with appropriate equipment to meet the needs of four year old children. The Agency shall ensure that the outside playground meets proper health, safety and sanitary conditions and that such proper conditions must be maintained.

**SNACKS** The Agency shall ensure that all snacks (or meals) provided by the Agency are nutritious and properly served to promote children's self help skills.

**REGULATORY COMPLIANCE** (1) The Agency is aware of the New York State Education Department's regulations governing the operation of the herein Universal Pre-Kindergarten Program. (2) The Agency will achieve the requirements as set forth by the New York State Education Department regarding teacher certification for N-6 or B-2 certificates for the teachers the Agency employs for its Universal Pre-Kindergarten program by the beginning of the 2018-2019 school year. (3) The Agency shall utilize the accreditation standards and "best practices" as described by the National Association for the Education of Young Children (NAEYC). (4) At all times, the Agency shall comply with the New York State Education Department's regulations issued governing Universal Pre-Kindergarten programs.

**COOPERATION WITH THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION** The Agency 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". The Agency shall coordinate with the School District to ensure compliance with applicable special education laws. Upon reasonable request by the School District, personnel from the Agency shall participate in any meetings held regarding preschoolers who have been identified by the Committee on Preschool Special Education as having disabilities. The Agency shall provide access to School District personnel if needed to complete any evaluation or observation of a preschooler suspected of having a disability.

**AGENCY RECORDS** The Agency shall forward completed copies of the student's applications to the Agency, including student immunization records, student birth certificates, student health form, New York State home language questionnaire and proof of residency to the School District within 10 school days of the Agency's acceptance and the School District's approval of the child into its program. With reference to the student's attendance records, the Agency shall forward such records to the School District monthly and also with each invoice submitted, and again at the end of June. In the event of a student's absence, the Agency shall indicate on the attendance forms the basis of the child's

absence. The attendance form shall indicate whether the student's absence is due to an illness, an emergency or observation of a religious holiday.

**DEFICIENCIES** In the event that the Agency, at any time, fails to be in full compliance with this Agreement of 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 the Agency'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 Agency five (5) days in which to cure all such defects. In the event the Agency fails to cure all such defects within such five (5) day period, the School District has the right to immediately rescind the Agency'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 the Agency a maximum of \$270.00 per month for each eligible preschooler who has been duly enrolled for the Universal Pre-Kindergarten program during the 2018-2019 school year so long as the Agency 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.

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**INSURANCE** (1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the Agency hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Agency'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 admitted insurer, however, the School District reserves the right to accept, at their discretion,

excess and surplus lines insurers. The policy shall provide for thirty days' notice of cancellation, state that the Agency'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) The Agency agrees to indemnify the School District for any applicable deductibles. (4) The Agency 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) The Agency 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. The Agency is to provide the School District with an original certificate of insurance evidencing the above requirements have been met prior to September 1, 2018 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, 2018 through to and including June 30, 2019. Any lapse in insurance coverage for any reason shall be grounds for immediate termination of this Agreement.

**TUITION AND DSS SUBSIDIES** Neither tuition nor Department of Social Services (DSS) subsidies can be collected from the families of children attending the Universal Pre-Kindergarten program. If the Agency is a full-day child care provider and offers an extended day option for children attending the program, tuition and DSS subsidies may, however, be collected from those families who choose the extended day option.

**ADDITIONAL CONDITIONS** In addition to all of the terms and conditions set forth herein, the Agency must also comply with the terms and conditions that are included in the document that was provided to the Agency, "UPK Checklist and Necessary UPK Documents" and which is attached hereto as "Appendix A" and is hereby made a part 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** The Agency 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 the Agency 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 his designee and shall be subject to the general inspection and supervision to secure the satisfactory completion thereto. The Agency is not to be considered an agent, agency or employee of the Board of Education for any purpose and the Agency and its employees are not entitled to any benefits that the Board of Education provides to its employees. The Agency 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 the Agency and shall be performed only by individuals made known by the Agency 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 or 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**, the Agency 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: \_\_\_\_\_ Date: \_\_\_\_\_  
BOE President – Murray Forman

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent of Schools

BY:  \_\_\_\_\_ Date: 10/26/18  
Agency Representative

Esther Sklar  
Printed Name

Controller  
Title

11-1892079  
Tax ID

## HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 11th day of December, 2018 by and between the Board of Education of the **LAWRENCE SCHOOLS** (hereinafter "**LAWRENCE SCHOOLS**"), having its principal place of business for the purpose of this Agreement at, **P.O. Box 477, Lawrence, NY 11559** and the Board of Education of the **MALVERNE UFSD** (hereinafter "**MALVERNE**"). having its principal place of business for the purpose of this Agreement at 301 Wicks Avenue, Malverne, New York 11565.

### WITNESSETH

WHEREAS, **LAWRENCE SCHOOLS** is authorized pursuant to Section 912 of the Education Law, to enter into a contract with **MALVERNE** for the purpose of having **MALVERNE** provide health and welfare services to children residing in **LAWRENCE SCHOOLS** and attending a non-public school located in **MALVERNE**.

WHEREAS, certain students who are residents of the **LAWRENCE SCHOOLS** attending non-public schools located in **MALVERNE**,

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

1. The term of this Agreement shall be from July 1, 2018 through June 30, 2019 inclusive.
2. **MALVERNE** warrants that the health and welfare services will be provided by licensed health care providers. **MALVERNE** further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. **MALVERNE** further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. **MALVERNE** shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. **MALVERNE** understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by **MALVERNE** shall be consistent with the services available to students attending public schools within **MALVERNE**; and may include, but are not limited to:
  - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist.

- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

*It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.*

- 5. In exchange for the provision of health and welfare services pursuant to this Agreement, **LAWRENCE SCHOOLS** agrees to pay MALVERNE the sum of **\$872.24 per eligible pupil** for the 2018-2019 school year.
- 6. **LAWRENCE SCHOOLS** shall pay MALVERNE within thirty (30) days of **LAWRENCE SCHOOLS's** receipt of a detailed written invoice from MALVERNE. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
- 7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, MALVERNE shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by **LAWRENCE SCHOOLS** shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, MALVERNE shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by **LAWRENCE SCHOOLS** shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 9. MALVERNE shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 10. Both parties agree to provide the State access to all relevant records which the State requires to determine either **LAWRENCE SCHOOLS's** or MALVERNE's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
- 11. Both parties to this Agreement understand that they may receive and or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
  
13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
  
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
 

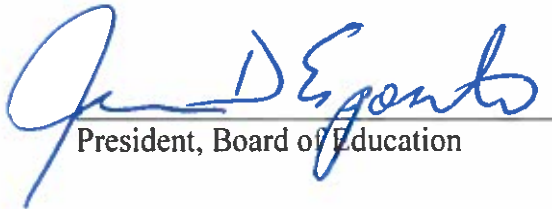
<p>Board of Education            Malverne UFSD            301 Wicks Lane            Malverne, NY 11565</p>	<p><b>Board of Education</b>  <b>LAWRENCE SCHOOLS</b>  <b>P.O. Box 477</b>  <b>LAWRENCE, New York, 11559</b></p>
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15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
  
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
  
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provisions(s) eliminated.
  
18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Board of Education of the **LAWRENCE SCHOOLS** (district of residence).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

Malverne UFSD

**LAWRENCE SCHOOLS**

  
\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
President, Board of Education



**LAWRENCE UNION FREE SCHOOL DISTRICT UNIVERSAL  
PREKINDERGARTEN AGREEMENT**

**Enclosure III. E.1. f.  
Regular Meeting  
January 7, 2019**

Agreement made this First day of September, 2018 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 195 Broadway, Lawrence, New York 11559 and Jewish Community Center of Greater Five Towns, with its principal place of business located at 207 Grove Avenue, Cedarhurst, New York 11516.

**WHEREAS**, THE Education Law 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**, the Board of Education has appointed a designee to receive and evaluate applications from parents who are residents of the School District and who would like their children to attend the Universal Pre-Kindergarten Program; and

**WHEREAS**, the Agency desires to be one of the sites designated by the School District to provide a Universal Pre-Kindergarten Program; and

**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, 2018** and shall continue through to and including **June 30, 2019** 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 regular mail, of the decision to terminate this Agreement but in no event that the Agency terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. If the Agency elects to terminate this Agreement and has been paid in advance by the School District for goods and services not yet rendered, the Agency shall immediately refund to the School District all money prepaid to it by the School District for the goods or services not provided. The Agency agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, New York 11559. The Board of Education agrees to send such notice to the Agency'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** in accordance with the Commissioner's Regulations, professional development shall be based on the instructional needs of children and shall be provided to prekindergarten teachers and staff in district and agency settings in which prekindergarten services are provided.

**INSTRUCTIONAL PROGRAM** (1) The program will be in session two and one-half hours a day, five days a week (12-1/2 hours per week). The program will be in session for not less than 180 days during the 2018-2019 school years. The hours of the session will be determined by the Agency. (2) The Agency will provide a developmentally appropriate, literacy based curriculum suitable for children with special needs and/or for children with limited English proficiency. (3) The Agency 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.

**ENROLLMENT** The Agency shall ensure that at all times there will be no more than 20 preschoolers in any Universal Pre-Kindergarten class. It is estimated that your agency will provide for 2 students. The Agency may not accept any new students without the express written approval of the School District. The Agency must immediately notify the School District of any changes in enrollment. The Agency must immediately notify the School District if any child is no longer a resident of the Lawrence Union Free School District. This Agreement covers only the Lawrence Union Free School District and the Agency, accordingly, while the Agency may accept and maintain students from other districts, in relation to the terms and conditions hereunder, the Agency may only enroll and maintain Lawrence resident students in its program, the Agency shall not receive any payment from the School District for any student who was not a Lawrence resident at the time for which payment is sought. The number of students that the Agency may enroll will be determined solely by the School District or its designee based upon the total number of students then enrolled in the School District's Universal Pre-Kindergarten (UPK) Program.

**STAFFING** (1) The Agency shall ensure that either the on-site Universal Pre-Kindergarten teacher or the on-site educational director shall, throughout the term of this Agreement, possess either N-6 or B-2 State certification and shall provide the Board of Education with a copy of all such certifications no later than September 1, 2018. (2) The Agency shall ensure that at all times it will maintain a ratio of one teacher and one teacher's aide for each 16-18 students, or one teacher and two teacher's aides for 19-20 students.

**FACILITIES** The Agency shall ensure that the classroom is physically set up with appropriate furniture, equipment and supplies to meet the social, cognitive, linguistic, emotional, physical, cultural and creative needs of four year old children, and has 30 square feet of useable space per child. The Agency must submit proof acceptable to the School District that the facilities have a certificate of occupancy and a fire safety certificate.

**PLAYGROUND** The Agency shall ensure that the outside playground area is large enough and physically provisioned with appropriate equipment to meet the needs of four year old children. The Agency shall ensure that the outside playground meets proper health, safety and sanitary conditions and that such proper conditions must be maintained.

**SNACKS** The Agency shall ensure that all snacks (or meals) provided by the Agency are nutritious and properly served to promote children's self help skills.

**REGULATORY COMPLIANCE** (1) The Agency is aware of the New York State Education Department's regulations governing the operation of the herein Universal Pre-Kindergarten Program. (2) The Agency will achieve the requirements as set forth by the New York State Education Department regarding teacher certification for N-6 or B-2 certificates for the teachers the Agency employs for its Universal Pre-Kindergarten program by the beginning of the 2018-2019 school year. (3) The Agency shall utilize the accreditation standards and "best practices" as described by the National Association for the Education of Young Children (NAEYC). (4) At all times, the Agency shall comply with the New York State Education Department's regulations issued governing Universal Pre-Kindergarten programs.

**COOPERATION WITH THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION** The Agency 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". The Agency shall coordinate with the School District to ensure compliance with applicable special education laws. Upon reasonable request by the School District, personnel from the Agency shall participate in any meetings held regarding preschoolers who have been identified by the Committee on Preschool Special Education as having disabilities. The Agency shall provide access to School District personnel if needed to complete any evaluation or observation of a preschooler suspected of having a disability.

**AGENCY RECORDS** The Agency shall forward completed copies of the student's applications to the Agency, including student immunization records, student birth certificates, student health form, New York State home language questionnaire and proof of residency to the School District within 10 school days of the Agency's acceptance and the School District's approval of the child into its program. With reference to the student's attendance records, the Agency shall forward such records to the School District monthly and also with each invoice submitted, and again at the end of

June. In the event of a student's absence, the Agency shall indicate on the attendance forms the basis of the child's absence. The attendance form shall indicate whether the student's absence is due to an illness, an emergency or observation of a religious holiday.

**DEFICIENCIES** In the event that the Agency, at any time, fails to be in full compliance with this Agreement of 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 the Agency'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 Agency five (5) days in which to cure all such defects. In the event the Agency fails to cure all such defects within such five (5) day period, the School District has the right to immediately rescind the Agency'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 the Agency a maximum of \$270.00 per month for each eligible preschooler who has been duly enrolled for the Universal Pre-Kindergarten program during the 2018-2019 school year so long as the Agency 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 5 payments to the Agency for each child enrolled in the Universal Pre-Kindergarten program. The first payment will be on September 13, 2018 after the School District receives the invoice for the number of children actually enrolled on September 3, 2018. The payment will be \$270.00 per child enrolled. On November 15, 2018 payment will be made based on the number of children who have attended in September and October at \$270.00 per child per month in attendance with the invoice due on November 4, 2018. If fewer or more children attended than were enrolled on September 3, 2018, a deduction or addition will be made to ensure that the proper payment is made. Subsequent payments will be made at \$270.00 per child per month in attendance. Invoice #3 will be due on January 3, 2019 based on November and December attendance. Invoice #4 will be due on March 3, 2019 with payment of March 14, 2019 based on the January and February attendance. Invoice #5 will be due on May 2, 2019 with payment on May 16, 2019 based on the March and April attendance. May and June attendance must be submitted to designee determined by the School District no later than June 30, 2019. If the Agency fails to submit May and June attendance or children do not attend full time in May or June or the Agency closes before the 180 days are completed, the Agency will immediately repay the School District for all money it has received from the School District for May and June. A child must be attendance for at least 11 days per month to allow the Agency to receive full monthly reimbursement for the monthly per child rate as determined above. If a child attends between 5 and 10 days per month, the Agency will receive 1/2 payment of the monthly per child rate. If the child attends 1 to 4 days per month, the Agency will not receive any payment. This does not include absences by the child due to illnesses, emergencies, or observation of religious holidays. In the event that the Agency 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 the Agency. In no event shall the School District make any payment to the Agency 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 the Agency. This payment schedule provision shall survive the termination of this Agreement.

**INSURANCE** (1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the Agency hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Agency'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 admitted insurer, however, the School District reserves the right to accept, at their discretion, excess and surplus lines insurers. The policy shall provide for thirty days' notice of cancellation, state that the Agency'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) The Agency agrees to indemnify the School District for any applicable deductibles. (4) The Agency 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) The Agency 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. The Agency is to provide the School District with an original certificate of insurance evidencing the above requirements have been met prior to September 1, 2018 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, 2018 through to and including June 30, 2019. Any lapse in insurance coverage for any reason shall be grounds for immediate termination of this Agreement.

**TUITION AND DSS SUBSIDIES** Neither tuition nor Department of Social Services (DSS) subsidies can be collected from the families of children attending the Universal Pre-Kindergarten program. If the Agency is a full-day child care provider and offers an extended day option for children attending the program, tuition and DSS subsidies may, however, be collected from those families who choose the extended day option.

**ADDITIONAL CONDITIONS** In addition to all of the terms and conditions set forth herein, the Agency must also comply with the terms and conditions that are included in the document that was provided to the Agency, "UPK Checklist and Necessary UPK Documents" and which is attached hereto as "Appendix A" and is hereby made a part 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** The Agency 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 the Agency 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 his designee and shall be subject to the general inspection and supervision to secure the satisfactory completion thereto. The Agency is not to be considered an agent, agency or employee of the Board of Education for any purpose and the Agency and its employees are not entitled to any benefits that the Board of Education provides to its employees. The Agency 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 the Agency and shall be performed only by individuals made known by the Agency 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 or 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**, the Agency 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: \_\_\_\_\_  
BOE President – Murray Forman

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

BY: \_\_\_\_\_  
Superintendent of Schools

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

BY: \_\_\_\_\_  
Agency Representative

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

MELISSA WIENERKUR  
Printed Name

EARLY CHILDHOOD DIRECTOR  
Title

11-25464-37  
Tax ID

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT, (the "Agreement") is entered into effective as of January \_\_, 2019 (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 Samuel Rodriguez, an individual residing in the County of Nassau and State of New York New York (the "Consultant").

### Premises:

The District desires to retain Consultant to provide certain consulting services related to the administration of the District's Business and Operations Department. The District and Consultant wish to enter into this Agreement in order to set forth the terms and conditions upon which Consultant will render the Services to the District.

Based on the above premises, the District and the Consultant agree as follows:

### Agreement:

1. **ENGAGEMENT OF CONSULTANT.** The District will retain the Consultant to provide the Services in accordance with the requirements set forth on Exhibit A, and the Consultant will provide the 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 Consultant. The Consultant 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.** The Consultant will provide the Services as an independent contractor and not as an employee of the District. The Consultant will not have any authority to act for or represent the District in any matter. Consultant 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 Consultant pursuant to this Agreement. Consultant is not entitled to participate in the District's medical, dental or other benefit plans. Even if a court or government agency determines that Consultant 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 Services in accordance with the terms and conditions of this Agreement, District will pay the Consultant at the rate of \$50.00 per hour, up to a maximum annual amount of \$5,000.00. The District will reimburse the Consultant for any reasonable out-of-pocket expenses incurred by the Consultant in the course of performing the Services, provided such expenses are approved in advance and in writing by the District.

4. **DUTIES.** Consultant will furnish the Services as reasonably requested by the District. Consultant will perform the 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.** The Consultant may not assign, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the

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

14. **ORDER OF INTERPRETATION.** Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence: First – the terms of this Contract, as may be amended; Second – the Board's RFP; and Third – Consultant's proposal.

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

- 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 the consultant 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 Consultant's sole cost and expense. The District shall be named as the Obligee, and an original Power of Attorney, Corporate and Surety Acknowledgement must accompany the bond.

Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The consultant 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). 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.

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, CONSULTANT 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.** Consultant 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 Consultant which Consultant 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 Consultant 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.** Consultant understands that, except for disclosures prohibited in Paragraph "20", the District must disclose to the public upon request any records



## **Exhibit A**

### **Scope of Services**

As requested by the District, Consultant's duties shall include, but may not be limited to, the following:

LAWRENCE UNION FREE SCHOOL DISTRICT UNIVERSAL  
PREKINDERGARTEN AGREEMENT

Agreement made this First day of September, 2018 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 195 Broadway, Lawrence, New York 11559 and Shulamith School for Girls, with its principal place of business located at 140 Irving Place, Woodmere, New York 11598.

**WHEREAS**, THE Education Law 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**, the Board of Education has appointed a designee to receive and evaluate applications from parents who are residents of the School District and who would like their children to attend the Universal Pre-Kindergarten Program; and

**WHEREAS**, the Agency desires to be one of the sites designated by the School District to provide a Universal Pre-Kindergarten Program; and

**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, 2018** and shall continue through to and including **June 30, 2019** 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 regular mail, of the decision to terminate this Agreement but in no event that the Agency terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. If the Agency elects to terminate this Agreement and has been paid in advance by the School District for goods and services not yet rendered, the Agency shall immediately refund to the School District all money prepaid to it by the School District for the goods or services not provided. The Agency agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, New York 11559. The Board of Education agrees to send such notice to the Agency'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** in accordance with the Commissioner's Regulations, professional development shall be based on the instructional needs of children and shall be provided to prekindergarten teachers and staff in district and agency settings in which prekindergarten services are provided.

**INSTRUCTIONAL PROGRAM** (1) The program will be in session two and one-half hours a day, five days a week (12-1/2 hours per week). The program will be in session for not less than 180 days during the 2018-2019 school years. The hours of the session will be determined by the Agency. (2) The Agency will provide a developmentally appropriate, literacy based curriculum suitable for children with special needs and/or for children with limited English proficiency. (3) The Agency 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.

**ENROLLMENT** The Agency shall ensure that at all times there will be no more than 20 preschoolers in any Universal Pre-Kindergarten class. It is estimated that your agency will provide for 2 students. The Agency may not accept any new students without the express written approval of the School District. The Agency must immediately notify the School District of any changes in enrollment. The Agency must immediately notify the School District if any child is no longer a resident of the Lawrence Union Free School District. This Agreement covers only the Lawrence Union Free School District and the Agency, accordingly, while the Agency may accept and maintain students from other districts, in relation to the terms and conditions hereunder, the Agency may only enroll and maintain Lawrence resident students in its program, the Agency shall not receive any payment from the School District for any student who was not a Lawrence resident at the time for which payment is sought. The number of students that the Agency may enroll will be determined solely by the School District or its designee based upon the total number of students then enrolled in the School District's Universal Pre-Kindergarten (UPK) Program.

**STAFFING** (1) The Agency shall ensure that either the on-site Universal Pre-Kindergarten teacher or the on-site educational director shall, throughout the term of this Agreement, possess either N-6 or B-2 State certification and shall provide the Board of Education with a copy of all such certifications no later than September 1, 2018. (2) The Agency shall ensure that at all times it will maintain a ratio of one teacher and one teacher's aide for each 16-18 students, or one teacher and two teacher's aides for 19-20 students.

**FACILITIES** The Agency shall ensure that the classroom is physically set up with appropriate furniture, equipment and supplies to meet the social, cognitive, linguistic, emotional, physical, cultural and creative needs of four year old children, and has 30 square feet of useable space per child. The Agency must submit proof acceptable to the School District that the facilities have a certificate of occupancy and a fire safety certificate.

**PLAYGROUND** The Agency shall ensure that the outside playground area is large enough and physically provisioned with appropriate equipment to meet the needs of four year old children. The Agency shall ensure that the outside playground meets proper health, safety and sanitary conditions and that such proper conditions must be maintained.

**SNACKS** The Agency shall ensure that all snacks (or meals) provided by the Agency are nutritious and properly served to promote children's self help skills.

**REGULATORY COMPLIANCE** (1) The Agency is aware of the New York State Education Department's regulations governing the operation of the herein Universal Pre-Kindergarten Program. (2) The Agency will achieve the requirements as set forth by the New York State Education Department regarding teacher certification for N-6 or B-2 certificates for the teachers the Agency employs for its Universal Pre-Kindergarten program by the beginning of the 2018-2019 school year. (3) The Agency shall utilize the accreditation standards and "best practices" as described by the National Association for the Education of Young Children (NAEYC). (4) At all times, the Agency shall comply with the New York State Education Department's regulations issued governing Universal Pre-Kindergarten programs.

**COOPERATION WITH THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION** The Agency 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". The Agency shall coordinate with the School District to ensure compliance with applicable special education laws. Upon reasonable request by the School District, personnel from the Agency shall participate in any meetings held regarding preschoolers who have been identified by the Committee on Preschool Special Education as having disabilities. The Agency shall provide access to School District personnel if needed to complete any evaluation or observation of a preschooler suspected of having a disability.

**AGENCY RECORDS** The Agency shall forward completed copies of the student's applications to the Agency, including student immunization records, student birth certificates, student health form, New York State home language questionnaire and proof of residency to the School District within 10 school days of the Agency's acceptance and the School District's approval of the child into its program. With reference to the student's attendance records, the Agency shall forward such records to the School District monthly and also with each invoice submitted, and again at the end of June. In the event of a student's absence, the Agency shall indicate on the attendance forms the basis of the child's

absence. The attendance form shall indicate whether the student's absence is due to an illness, an emergency or observation of a religious holiday.

**DEFICIENCIES** In the event that the Agency, at any time, fails to be in full compliance with this Agreement of 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 the Agency'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 Agency five (5) days in which to cure all such defects. In the event the Agency fails to cure all such defects within such five (5) day period, the School District has the right to immediately rescind the Agency'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 the Agency a maximum of \$270.00 per month for each eligible preschooler who has been duly enrolled for the Universal Pre-Kindergarten program during the 2018-2019 school year so long as the Agency 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 5 payments to the Agency for each child enrolled in the Universal Pre-Kindergarten program. The first payment will be on September 13, 2018 after the School District receives the invoice for the number of children actually enrolled on September 3, 2018. The payment will be \$270.00 per child enrolled. On November 15, 2018 payment will be made based on the number of children who have attended in September and October at \$270.00 per child per month in attendance with the invoice due on November 4, 2018. If fewer or more children attended than were enrolled on September 3, 2018, a deduction or addition will be made to ensure that the proper payment is made. Subsequent payments will be made at \$270.00 per child per month in attendance. Invoice #3 will be due on January 3, 2019 based on November and December attendance. Invoice #4 will be due on March 3, 2019 with payment of March 14, 2019 based on the January and February attendance. Invoice #5 will be due on May 2, 2019 with payment on May 16, 2019 based on the March and April attendance. May and June attendance must be submitted to designee determined by the School District no later than June 30, 2019. If the Agency fails to submit May and June attendance or children do not attend full time in May or June or the Agency closes before the 180 days are completed, the Agency will immediately repay the School District for all money it has received from the School District for May and June. A child must be attendance for at least 11 days per month to allow the Agency to receive full monthly reimbursement for the monthly per child rate as determined above. If a child attends between 5 and 10 days per month, the Agency will receive 1/2 payment of the monthly per child rate. If the child attends 1 to 4 days per month, the Agency will not receive any payment. This does not include absences by the child due to illnesses, emergencies, or observation of religious holidays. In the event that the Agency 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 the Agency. In no event shall the School District make any payment to the Agency 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 the Agency. This payment schedule provision shall survive the termination of this Agreement.

**INSURANCE** (1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the Agency hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Agency'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 admitted insurer, however, the School District reserves the right to accept, at their discretion,

excess and surplus lines insurers. The policy shall provide for thirty days' notice of cancellation, state that the Agency'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) The Agency agrees to indemnify the School District for any applicable deductibles. (4) The Agency 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) The Agency 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. The Agency is to provide the School District with an original certificate of insurance evidencing the above requirements have been met prior to September 1, 2018 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, 2018 through to and including June 30, 2019. Any lapse in insurance coverage for any reason shall be grounds for immediate termination of this Agreement.

**TUITION AND DSS SUBSIDIES** Neither tuition nor Department of Social Services (DSS) subsidies can be collected from the families of children attending the Universal Pre-Kindergarten program. If the Agency is a full-day child care provider and offers an extended day option for children attending the program, tuition and DSS subsidies may, however, be collected from those families who choose the extended day option.

**ADDITIONAL CONDITIONS** In addition to all of the terms and conditions set forth herein, the Agency must also comply with the terms and conditions that are included in the document that was provided to the Agency, "UPK Checklist and Necessary UPK Documents" and which is attached hereto as "Appendix A" and is hereby made a part 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** The Agency 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 the Agency 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 his designee and shall be subject to the general inspection and supervision to secure the satisfactory completion thereto. The Agency is not to be considered an agent, agency or employee of the Board of Education for any purpose and the Agency and its employees are not entitled to any benefits that the Board of Education provides to its employees. The Agency 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 the Agency and shall be performed only by individuals made known by the Agency 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 or 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, the Agency 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: \_\_\_\_\_  
BOE President - Murray Forman

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

BY: \_\_\_\_\_  
Superintendent of Schools

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

BY: *Estee Scher*  
Agency Representative

Date: 11-20-2018

ESTEE SCHER  
Printed Name  
Principal, Scudacott School for Girls, LI  
Title

\_\_\_\_\_  
Tax ID

**LAWRENCE UNION FREE SCHOOL DISTRICT UNIVERSAL  
PREKINDERGARTEN AGREEMENT**

**Enclosure III. E.1. j.  
Regular Meeting  
January 7, 2019**

Agreement made this First day of September, 2018 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 195 Broadway, Lawrence, New York 11559 and Torah Academy for Girls, with its principal place of business located at 444 Beach 6<sup>th</sup> Street, Far Rockaway, New York 11691.

**WHEREAS**, THE Education Law 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**, the Board of Education has appointed a designee to receive and evaluate applications from parents who are residents of the School District and who would like their children to attend the Universal Pre-Kindergarten Program; and

**WHEREAS**, the Agency desires to be one of the sites designated by the School District to provide a Universal Pre-Kindergarten Program; and

**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, 2018** and shall continue through to and including **June 30, 2019** 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 regular mail, of the decision to terminate this Agreement but in no event that the Agency terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. If the Agency elects to terminate this Agreement and has been paid in advance by the School District for goods and services not yet rendered, the Agency shall immediately refund to the School District all money prepaid to it by the School District for the goods or services not provided. The Agency agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, New York 11559. The Board of Education agrees to send such notice to the Agency'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** in accordance with the Commissioner's Regulations, professional development shall be based on the instructional needs of children and shall be provided to prekindergarten teachers and staff in district and agency settings in which prekindergarten services are provided.

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**ENROLLMENT** The Agency shall ensure that at all times there will be no more than 20 preschoolers in any Universal Pre-Kindergarten class. It is estimated that your agency will provide for 2 students. The Agency may not accept any new students without the express written approval of the School District. The Agency must immediately notify the School District of any changes in enrollment. The Agency must immediately notify the School District if any child is no longer a resident of the Lawrence Union Free School District. This Agreement covers only the Lawrence Union Free School District and the Agency, accordingly, while the Agency may accept and maintain students from other districts, in relation to the terms and conditions hereunder, the Agency may only enroll and maintain Lawrence resident students in its program, the Agency shall not receive any payment from the School District for any student who was not a Lawrence resident at the time for which payment is sought. The number of students that the Agency may enroll will be determined solely by the School District or its designee based upon the total number of students then enrolled in the School District's Universal Pre-Kindergarten (UPK) Program.

**STAFFING** (1) The Agency shall ensure that either the on-site Universal Pre-Kindergarten teacher or the on-site educational director shall, throughout the term of this Agreement, possess either N-6 or B-2 State certification and shall provide the Board of Education with a copy of all such certifications no later than September 1, 2018. (2) The Agency shall ensure that at all times it will maintain a ratio of one teacher and one teacher's aide for each 16-18 students, or one teacher and two teacher's aides for 19-20 students.

**FACILITIES** The Agency shall ensure that the classroom is physically set up with appropriate furniture, equipment and supplies to meet the social, cognitive, linguistic, emotional, physical, cultural and creative needs of four year old children, and has 30 square feet of useable space per child. The Agency must submit proof acceptable to the School District that the facilities have a certificate of occupancy and a fire safety certificate.

**PLAYGROUND** The Agency shall ensure that the outside playground area is large enough and physically provisioned with appropriate equipment to meet the needs of four year old children. The Agency shall ensure that the outside playground meets proper health, safety and sanitary conditions and that such proper conditions must be maintained.

**SNACKS** The Agency shall ensure that all snacks (or meals) provided by the Agency are nutritious and properly served to promote children's self help skills.

**REGULATORY COMPLIANCE** (1) The Agency is aware of the New York State Education Department's regulations governing the operation of the herein Universal Pre-Kindergarten Program. (2) The Agency will achieve the requirements as set forth by the New York State Education Department regarding teacher certification for N-6 or B-2 certificates for the teachers the Agency employs for its Universal Pre-Kindergarten program by the beginning of the 2018-2019 school year. (3) The Agency shall utilize the accreditation standards and "best practices" as described by the National Association for the Education of Young Children (NAEYC). (4) At all times, the Agency shall comply with the New York State Education Department's regulations issued governing Universal Pre-Kindergarten programs.

**COOPERATION WITH THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION** The Agency 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". The Agency shall coordinate with the School District to ensure compliance with applicable special education laws. Upon reasonable request by the School District, personnel from the Agency shall participate in any meetings held regarding preschoolers who have been identified by the Committee on Preschool Special Education as having disabilities. The Agency shall provide access to School District personnel if needed to complete any evaluation or observation of a preschooler suspected of having a disability.

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absence. The attendance form shall indicate whether the student's absence is due to an illness, an emergency or observation of a religious holiday.

**DEFICIENCIES** In the event that the Agency, at any time, fails to be in full compliance with this Agreement of 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 the Agency'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 Agency five (5) days in which to cure all such defects. In the event the Agency fails to cure all such defects within such five (5) day period, the School District has the right to immediately rescind the Agency'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 the Agency a maximum of \$270.00 per month for each eligible preschooler who has been duly enrolled for the Universal Pre-Kindergarten program during the 2018-2019 school year so long as the Agency 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 5 payments to the Agency for each child enrolled in the Universal Pre-Kindergarten program. The first payment will be on September 13, 2018 after the School District receives the invoice for the number of children actually enrolled on September 3, 2018. The payment will be \$270.00 per child enrolled. On November 15, 2018 payment will be made based on the number of children who have attended in September and October at \$270.00 per child per month in attendance with the invoice due on November 4, 2018. If fewer or more children attended than were enrolled on September 3, 2018, a deduction or addition will be made to ensure that the proper payment is made. Subsequent payments will be made at \$270.00 per child per month in attendance. Invoice #3 will be due on January 3, 2019 based on November and December attendance. Invoice #4 will be due on March 3, 2019 with payment of March 14, 2019 based on the January and February attendance. Invoice #5 will be due on May 2, 2019 with payment on May 16, 2019 based on the March and April attendance. May and June attendance must be submitted to designee determined by the School District no later than June 30, 2019. If the Agency fails to submit May and June attendance or children do not attend full time in May or June or the Agency closes before the 180 days are completed, the Agency will immediately repay the School District for all money it has received from the School District for May and June. A child must be attendance for at least 11 days per month to allow the Agency to receive full monthly reimbursement for the monthly per child rate as determined above. If a child attends between 5 and 10 days per month, the Agency will receive 1/2 payment of the monthly per child rate. If the child attends 1 to 4 days per month, the Agency will not receive any payment. This does not include absences by the child due to illnesses, emergencies, or observation of religious holidays. In the event that the Agency 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 the Agency. In no event shall the School District make any payment to the Agency 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 the Agency. This payment schedule provision shall survive the termination of this Agreement.

**INSURANCE** (1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the Agency hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Agency'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 admitted insurer, however, the School District reserves the right to accept, at their discretion,

excess and surplus lines insurers. The policy shall provide for thirty days' notice of cancellation, state that the Agency'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) The Agency agrees to indemnify the School District for any applicable deductibles. (4) The Agency 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) The Agency 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. The Agency is to provide the School District with an original certificate of insurance evidencing the above requirements have been met prior to September 1, 2018 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, 2018 through to and including June 30, 2019. Any lapse in insurance coverage for any reason shall be grounds for immediate termination of this Agreement.

**TUITION AND DSS SUBSIDIES** Neither tuition nor Department of Social Services (DSS) subsidies can be collected from the families of children attending the Universal Pre-Kindergarten program. If the Agency is a full-day child care provider and offers an extended day option for children attending the program, tuition and DSS subsidies may, however, be collected from those families who choose the extended day option.

**ADDITIONAL CONDITIONS** In addition to all of the terms and conditions set forth herein, the Agency must also comply with the terms and conditions that are included in the document that was provided to the Agency, "UPK Checklist and Necessary UPK Documents" and which is attached hereto as "Appendix A" and is hereby made a part 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** The Agency 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 the Agency 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 his designee and shall be subject to the general inspection and supervision to secure the satisfactory completion thereto. The Agency is not to be considered an agent, agency or employee of the Board of Education for any purpose and the Agency and its employees are not entitled to any benefits that the Board of Education provides to its employees. The Agency 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 the Agency and shall be performed only by individuals made known by the Agency 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 or 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**, the Agency 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: \_\_\_\_\_  
BOE President – Murray Forman

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

BY: \_\_\_\_\_  
Superintendent of Schools

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

BY: \_\_\_\_\_  
Agency Representative

Date: 10/29/18

Meyer Westman  
Printed Name

Deed  
Title

11-2017632  
Tax ID

LAWRENCE UNION FREE SCHOOL DISTRICT UNIVERSAL  
PREKINDERGARTEN AGREEMENT

Agreement made this First day of September, 2018 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 195 Broadway, Lawrence, New York 11559 and Yeshiva Darchei Torah, with its principal place of business located at 257 Beach 17<sup>th</sup> Street, Far Rockaway, New York 11691.

WHEREAS, THE Education Law 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, the Board of Education has appointed a designee to receive and evaluate applications from parents who are residents of the School District and who would like their children to attend the Universal Pre-Kindergarten Program; and

WHEREAS, the Agency desires to be one of the sites designated by the School District to provide a Universal Pre-Kindergarten Program; and

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, 2018** and shall continue through to and including **June 30, 2019** 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 regular mail, of the decision to terminate this Agreement but in no event that the Agency terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. If the Agency elects to terminate this Agreement and has been paid in advance by the School District for goods and services not yet rendered, the Agency shall immediately refund to the School District all money prepaid to it by the School District for the goods or services not provided. The Agency agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, New York 11559. The Board of Education agrees to send such notice to the Agency'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** in accordance with the Commissioner's Regulations, professional development shall be based on the instructional needs of children and shall be provided to prekindergarten teachers and staff in district and agency settings in which prekindergarten services are provided.

**INSTRUCTIONAL PROGRAM** (1) The program will be in session two and one-half hours a day, five days a week (12-1/2 hours per week). The program will be in session for not less than 180 days during the 2018-2019 school years. The hours of the session will be determined by the Agency. (2) The Agency will provide a developmentally appropriate, literacy based curriculum suitable for children with special needs and/or for children with limited English proficiency. (3) The Agency 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.

**ENROLLMENT** The Agency shall ensure that at all times there will be no more than 20 preschoolers in any Universal Pre-Kindergarten class. It is estimated that your agency will provide for 2 students. The Agency may not accept any new students without the express written approval of the School District. The Agency must immediately notify the School District of any changes in enrollment. The Agency must immediately notify the School District if any child is no longer a resident of the Lawrence Union Free School District. This Agreement covers only the Lawrence Union Free School District and the Agency, accordingly, while the Agency may accept and maintain students from other districts, in relation to the terms and conditions hereunder, the Agency may only enroll and maintain Lawrence resident students in its program, the Agency shall not receive any payment from the School District for any student who was not a Lawrence resident at the time for which payment is sought. The number of students that the Agency may enroll will be determined solely by the School District or its designee based upon the total number of students then enrolled in the School District's Universal Pre-Kindergarten (UPK) Program.

**STAFFING** (1) The Agency shall ensure that either the on-site Universal Pre-Kindergarten teacher or the on-site educational director shall, throughout the term of this Agreement, possess either N-6 or B-2 State certification and shall provide the Board of Education with a copy of all such certifications no later than September 1, 2018. (2) The Agency shall ensure that at all times it will maintain a ratio of one teacher and one teacher's aide for each 16-18 students, or one teacher and two teacher's aides for 19-20 students.

**FACILITIES** The Agency shall ensure that the classroom is physically set up with appropriate furniture, equipment and supplies to meet the social, cognitive, linguistic, emotional, physical, cultural and creative needs of four year old children, and has 30 square feet of useable space per child. The Agency must submit proof acceptable to the School District that the facilities have a certificate of occupancy and a fire safety certificate.

**PLAYGROUND** The Agency shall ensure that the outside playground area is large enough and physically provisioned with appropriate equipment to meet the needs of four year old children. The Agency shall ensure that the outside playground meets proper health, safety and sanitary conditions and that such proper conditions must be maintained.

**SNACKS** The Agency shall ensure that all snacks (or meals) provided by the Agency are nutritious and properly served to promote children's self help skills.

**REGULATORY COMPLIANCE** (1) The Agency is aware of the New York State Education Department's regulations governing the operation of the herein Universal Pre-Kindergarten Program. (2) The Agency will achieve the requirements as set forth by the New York State Education Department regarding teacher certification for N-6 or B-2 certificates for the teachers the Agency employs for its Universal Pre-Kindergarten program by the beginning of the 2018-2019 school year. (3) The Agency shall utilize the accreditation standards and "best practices" as described by the National Association for the Education of Young Children (NAEYC). (4) At all times, the Agency shall comply with the New York State Education Department's regulations issued governing Universal Pre-Kindergarten programs.

**COOPERATION WITH THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION** The Agency 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". The Agency shall coordinate with the School District to ensure compliance with applicable special education laws. Upon reasonable request by the School District, personnel from the Agency shall participate in any meetings held regarding preschoolers who have been identified by the Committee on Preschool Special Education as having disabilities. The Agency shall provide access to School District personnel if needed to complete any evaluation or observation of a preschooler suspected of having a disability.

**AGENCY RECORDS** The Agency shall forward completed copies of the student's applications to the Agency, including student immunization records, student birth certificates, student health form, New York State home language questionnaire and proof of residency to the School District within 10 school days of the Agency's acceptance and the School District's approval of the child into its program. With reference to the student's attendance records, the Agency shall forward such records to the School District monthly and also with each invoice submitted, and again at the end of June. In the event of a student's absence, the Agency shall indicate on the attendance forms the basis of the child's

absence. The attendance form shall indicate whether the student's absence is due to an illness, an emergency or observation of a religious holiday.

**DEFICIENCIES** In the event that the Agency, at any time, fails to be in full compliance with this Agreement of 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 the Agency'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 Agency five (5) days in which to cure all such defects. In the event the Agency fails to cure all such defects within such five (5) day period, the School District has the right to immediately rescind the Agency'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 the Agency a maximum of \$270.00 per month for each eligible preschooler who has been duly enrolled for the Universal Pre-Kindergarten program during the 2018-2019 school year so long as the Agency 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 5 payments to the Agency for each child enrolled in the Universal Pre-Kindergarten program. The first payment will be on September 13, 2018 after the School District receives the invoice for the number of children actually enrolled on September 3, 2018. The payment will be \$270.00 per child enrolled. On November 15, 2018 payment will be made based on the number of children who have attended in September and October at \$270.00 per child per month in attendance with the invoice due on November 4, 2018. If fewer or more children attended than were enrolled on September 3, 2018, a deduction or addition will be made to ensure that the proper payment is made. Subsequent payments will be made at \$270.00 per child per month in attendance. Invoice #3 will be due on January 3, 2019 based on November and December attendance. Invoice #4 will be due on March 3, 2019 with payment of March 14, 2019 based on the January and February attendance. Invoice #5 will be due on May 2, 2019 with payment on May 16, 2019 based on the March and April attendance. May and June attendance must be submitted to designee determined by the School District no later than June 30, 2019. If the Agency fails to submit May and June attendance or children do not attend full time in May or June or the Agency closes before the 180 days are completed, the Agency will immediately repay the School District for all money it has received from the School District for May and June. A child must be attendance for at least 11 days per month to allow the Agency to receive full monthly reimbursement for the monthly per child rate as determined above. If a child attends between 5 and 10 days per month, the Agency will receive 1/2 payment of the monthly per child rate. If the child attends 1 to 4 days per month, the Agency will not receive any payment. This does not include absences by the child due to illnesses, emergencies, or observation of religious holidays. In the event that the Agency 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 the Agency. In no event shall the School District make any payment to the Agency 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 the Agency. This payment schedule provision shall survive the termination of this Agreement.

**INSURANCE** (1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the Agency hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Agency'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 admitted insurer, however, the School District reserves the right to accept, at their discretion,

excess and surplus lines insurers. The policy shall provide for thirty days' notice of cancellation, state that the Agency'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) The Agency agrees to indemnify the School District for any applicable deductibles. (4) The Agency 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) The Agency 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. The Agency is to provide the School District with an original certificate of insurance evidencing the above requirements have been met prior to September 1, 2018 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, 2018 through to and including June 30, 2019. Any lapse in insurance coverage for any reason shall be grounds for immediate termination of this Agreement.

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**ADDITIONAL CONDITIONS** In addition to all of the terms and conditions set forth herein, the Agency must also comply with the terms and conditions that are included in the document that was provided to the Agency, "UPK Checklist and Necessary UPK Documents" and which is attached hereto as "Appendix A" and is hereby made a part 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.

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**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 or 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.

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**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**, the Agency 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

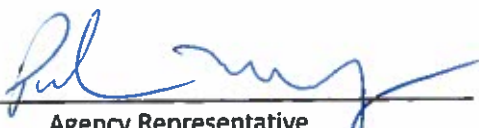
**LAWRENCE UNION FREE SCHOOL DISTRICT**

BY: \_\_\_\_\_  
BOE President – Murray Forman

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

BY: \_\_\_\_\_  
Superintendent of Schools

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

BY:   
Agency Representative  
PINKUS MAYER

Date: 10/26/18

Printed Name

DIRECTOR OF SPECIAL PROJECTS

Title

11-2545173

Tax ID



LAWRENCE UNION FREE SCHOOL DISTRICT UNIVERSAL  
PREKINDERGARTEN AGREEMENT

Agreement made this First day of September, 2018 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 195 Broadway, Lawrence, New York 11559 and Yeshiva Ketana of Long Island, with its principal place of business located at 321 Doughty Boulevard, Inwood, New York 11096.

**WHEREAS**, THE Education Law 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**, the Board of Education has appointed a designee to receive and evaluate applications from parents who are residents of the School District and who would like their children to attend the Universal Pre-Kindergarten Program; and

**WHEREAS**, the Agency desires to be one of the sites designated by the School District to provide a Universal Pre-Kindergarten Program; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto agree as follows:

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**SNACKS** The Agency shall ensure that all snacks (or meals) provided by the Agency are nutritious and properly served to promote children's self help skills.

**REGULATORY COMPLIANCE** (1) The Agency is aware of the New York State Education Department's regulations governing the operation of the herein Universal Pre-Kindergarten Program. (2) The Agency will achieve the requirements as set forth by the New York State Education Department regarding teacher certification for N-6 or B-2 certificates for the teachers the Agency employs for its Universal Pre-Kindergarten program by the beginning of the 2018-2019 school year. (3) The Agency shall utilize the accreditation standards and "best practices" as described by the National Association for the Education of Young Children (NAEYC). (4) At all times, the Agency shall comply with the New York State Education Department's regulations issued governing Universal Pre-Kindergarten programs.

**COOPERATION WITH THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION** The Agency 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". The Agency shall coordinate with the School District to ensure compliance with applicable special education laws. Upon reasonable request by the School District, personnel from the Agency shall participate in any meetings held regarding preschoolers who have been identified by the Committee on Preschool Special Education as having disabilities. The Agency shall provide access to School District personnel if needed to complete any evaluation or observation of a preschooler suspected of having a disability.

**AGENCY RECORDS** The Agency shall forward completed copies of the student's applications to the Agency, including student immunization records, student birth certificates, student health form, New York State home language questionnaire and proof of residency to the School District within 10 school days of the Agency's acceptance and the School District's approval of the child into its program. With reference to the student's attendance records, the Agency shall forward such records to the School District monthly and also with each invoice submitted, and again at the end of June. In the event of a student's absence, the Agency shall indicate on the attendance forms the basis of the child's

absence. The attendance form shall indicate whether the student's absence is due to an illness, an emergency or observation of a religious holiday.

**DEFICIENCIES** In the event that the Agency, at any time, fails to be in full compliance with this Agreement of 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 the Agency'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 Agency five (5) days in which to cure all such defects. In the event the Agency fails to cure all such defects within such five (5) day period, the School District has the right to immediately rescind the Agency'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 the Agency a maximum of \$270.00 per month for each eligible preschooler who has been duly enrolled for the Universal Pre-Kindergarten program during the 2018-2019 school year so long as the Agency 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 5 payments to the Agency for each child enrolled in the Universal Pre-Kindergarten program. The first payment will be on September 13, 2018 after the School District receives the invoice for the number of children actually enrolled on September 3, 2019. The payment will be \$270.00 per child enrolled. On November 15, 2018 payment will be made based on the number of children who have attended in September and October at \$270.00 per child per month in attendance with the invoice due on November 4, 2018. If fewer or more children attended than were enrolled on September 3, 2018, a deduction or addition will be made to ensure that the proper payment is made. Subsequent payments will be made at \$270.00 per child per month in attendance. Invoice #3 will be due on January 3, 2019 based on November and December attendance. Invoice #4 will be due on March 3, 2019 with payment of March 14, 2019 based on the January and February attendance. Invoice #5 will be due on May 2, 2019 with payment on May 16, 2019 based on the March and April attendance. May and June attendance must be submitted to designee determined by the School District no later than June 30, 2019. If the Agency fails to submit May and June attendance or children do not attend full time in May or June or the Agency closes before the 180 days are completed, the Agency will immediately repay the School District for all money it has received from the School District for May and June. A child must be attendance for at least 11 days per month to allow the Agency to receive full monthly reimbursement for the monthly per child rate as determined above. If a child attends between 5 and 10 days per month, the Agency will receive 1/2 payment of the monthly per child rate. If the child attends 1 to 4 days per month, the Agency will not receive any payment. This does not include absences by the child due to illnesses, emergencies, or observation of religious holidays. In the event that the Agency 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 the Agency. In no event shall the School District make any payment to the Agency 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 the Agency. This payment schedule provision shall survive the termination of this Agreement.

**INSURANCE** (1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the Agency hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Agency'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 admitted insurer, however, the School District reserves the right to accept, at their discretion,

excess and surplus lines insurers. The policy shall provide for thirty days' notice of cancellation, state that the Agency'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) The Agency agrees to indemnify the School District for any applicable deductibles. (4) The Agency 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) The Agency 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. The Agency is to provide the School District with an original certificate of insurance evidencing the above requirements have been met prior to September 1, 2018 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, 2018 through to and including June 30, 2019. Any lapse in insurance coverage for any reason shall be grounds for immediate termination of this Agreement.

**TUITION AND DSS SUBSIDIES** Neither tuition nor Department of Social Services (DSS) subsidies can be collected from the families of children attending the Universal Pre-Kindergarten program. If the Agency is a full-day child care provider and offers an extended day option for children attending the program, tuition and DSS subsidies may, however, be collected from those families who choose the extended day option.

**ADDITIONAL CONDITIONS** In addition to all of the terms and conditions set forth herein, the Agency must also comply with the terms and conditions that are included in the document that was provided to the Agency, "UPK Checklist and Necessary UPK Documents" and which is attached hereto as "Appendix A" and is hereby made a part 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** The Agency 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 the Agency 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 his designee and shall be subject to the general inspection and supervision to secure the satisfactory completion thereto. The Agency is not to be considered an agent, agency or employee of the Board of Education for any purpose and the Agency and its employees are not entitled to any benefits that the Board of Education provides to its employees. The Agency 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 the Agency and shall be performed only by individuals made known by the Agency 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 or 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**, the Agency 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

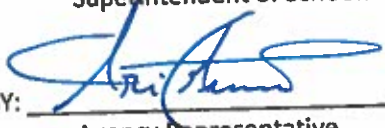
**LAWRENCE UNION FREE SCHOOL DISTRICT**

BY: \_\_\_\_\_  
BOE President – Murray Forman

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

BY: \_\_\_\_\_  
Superintendent of Schools

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

BY:   
Agency Representative

Date: 10/30/18

Ari Ginian  
Printed Name

Exec. Director  
Title

11-3319522  
Tax ID

LAWRENCE UNION FREE SCHOOL DISTRICT UNIVERSAL  
PREKINDERGARTEN AGREEMENT

Agreement made this First day of September, 2018 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 195 Broadway, Lawrence, New York 11559 and Yeshiva South Shore, with its principal place of business located at 1170 William Street, Hewlett, New York 11557.

**WHEREAS**, THE Education Law 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**, the Board of Education has appointed a designee to receive and evaluate applications from parents who are residents of the School District and who would like their children to attend the Universal Pre-Kindergarten Program; and

**WHEREAS**, the Agency desires to be one of the sites designated by the School District to provide a Universal Pre-Kindergarten Program; and

**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, 2018** and shall continue through to and including **June 30, 2019** 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 regular mail, of the decision to terminate this Agreement but in no event that the Agency terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. If the Agency elects to terminate this Agreement and has been paid in advance by the School District for goods and services not yet rendered, the Agency shall immediately refund to the School District all money prepaid to it by the School District for the goods or services not provided. The Agency agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, New York 11559. The Board of Education agrees to send such notice to the Agency'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** in accordance with the Commissioner's Regulations, professional development shall be based on the instructional needs of children and shall be provided to prekindergarten teachers and staff in district and agency settings in which prekindergarten services are provided.

**INSTRUCTIONAL PROGRAM** (1) The program will be in session two and one-half hours a day, five days a week (12-1/2 hours per week). The program will be in session for not less than 180 days during the 2018-2019 school years. The hours of the session will be determined by the Agency. (2) The Agency will provide a developmentally appropriate, literacy based curriculum suitable for children with special needs and/or for children with limited English proficiency. (3) The Agency 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.

**ENROLLMENT** The Agency shall ensure that at all times there will be no more than 20 preschoolers in any Universal Pre-Kindergarten class. It is estimated that your agency will provide for 2 students. The Agency may not accept any new students without the express written approval of the School District. The Agency must immediately notify the School District of any changes in enrollment. The Agency must immediately notify the School District if any child is no longer a resident of the Lawrence Union Free School District. This Agreement covers only the Lawrence Union Free School District and the Agency, accordingly, while the Agency may accept and maintain students from other districts, in relation to the terms and conditions hereunder, the Agency may only enroll and maintain Lawrence resident students in its program, the Agency shall not receive any payment from the School District for any student who was not a Lawrence resident at the time for which payment is sought. The number of students that the Agency may enroll will be determined solely by the School District or its designee based upon the total number of students then enrolled in the School District's Universal Pre-Kindergarten (UPK) Program.

**STAFFING** (1) The Agency shall ensure that either the on-site Universal Pre-Kindergarten teacher or the on-site educational director shall, throughout the term of this Agreement, possess either N-6 or B-2 State certification and shall provide the Board of Education with a copy of all such certifications no later than September 1, 2018. (2) The Agency shall ensure that at all times it will maintain a ratio of one teacher and one teacher's aide for each 16-18 students, or one teacher and two teacher's aides for 19-20 students.

**FACILITIES** The Agency shall ensure that the classroom is physically set up with appropriate furniture, equipment and supplies to meet the social, cognitive, linguistic, emotional, physical, cultural and creative needs of four year old children, and has 30 square feet of useable space per child. The Agency must submit proof acceptable to the School District that the facilities have a certificate of occupancy and a fire safety certificate.

**PLAYGROUND** The Agency shall ensure that the outside playground area is large enough and physically provisioned with appropriate equipment to meet the needs of four year old children. The Agency shall ensure that the outside playground meets proper health, safety and sanitary conditions and that such proper conditions must be maintained.

**SNACKS** The Agency shall ensure that all snacks (or meals) provided by the Agency are nutritious and properly served to promote children's self help skills.

**REGULATORY COMPLIANCE** (1) The Agency is aware of the New York State Education Department's regulations governing the operation of the herein Universal Pre-Kindergarten Program. (2) The Agency will achieve the requirements as set forth by the New York State Education Department regarding teacher certification for N-6 or B-2 certificates for the teachers the Agency employs for its Universal Pre-Kindergarten program by the beginning of the 2017-2018 school year. (3) The Agency shall utilize the accreditation standards and "best practices" as described by the National Association for the Education of Young Children (NAEYC). (4) At all times, the Agency shall comply with the New York State Education Department's regulations issued governing Universal Pre-Kindergarten programs.

**COOPERATION WITH THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION** The Agency 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". The Agency shall coordinate with the School District to ensure compliance with applicable special education laws. Upon reasonable request by the School District, personnel from the Agency shall participate in any meetings held regarding preschoolers who have been identified by the Committee on Preschool Special Education as having disabilities. The Agency shall provide access to School District personnel if needed to complete any evaluation or observation of a preschooler suspected of having a disability.

**AGENCY RECORDS** The Agency shall forward completed copies of the student's applications to the Agency, including student immunization records, student birth certificates, student health form, New York State home language questionnaire and proof of residency to the School District within 10 school days of the Agency's acceptance and the School District's approval of the child into its program. With reference to the student's attendance records, the Agency shall forward such records to the School District monthly and also with each invoice submitted, and again at the end of June. In the event of a student's absence, the Agency shall indicate on the attendance forms the basis of the child's

absence. The attendance form shall indicate whether the student's absence is due to an illness, an emergency or observation of a religious holiday.

**DEFICIENCIES** In the event that the Agency, at any time, fails to be in full compliance with this Agreement of 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 the Agency'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 Agency five (5) days in which to cure all such defects. In the event the Agency fails to cure all such defects within such five (5) day period, the School District has the right to immediately rescind the Agency'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 the Agency a maximum of \$270.00 per month for each eligible preschooler who has been duly enrolled for the Universal Pre-Kindergarten program during the 2018-2019 school year so long as the Agency 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 5 payments to the Agency for each child enrolled in the Universal Pre-Kindergarten program. The first payment will be on September 13, 2018 after the School District receives the invoice for the number of children actually enrolled on September 3, 2018. The payment will be \$270.00 per child enrolled. On November 15, 2018 payment will be made based on the number of children who have attended in September and October at \$270.00 per child per month in attendance with the invoice due on November 4, 2018. If fewer or more children attended than were enrolled on September 3, 2018, a deduction or addition will be made to ensure that the proper payment is made. Subsequent payments will be made at \$270.00 per child per month in attendance. Invoice #3 will be due on January 3, 2019 based on November and December attendance. Invoice #4 will be due on March 3, 2019 with payment of March 14, 2019 based on the January and February attendance. Invoice #5 will be due on May 2, 2019 with payment on May 16, 2019 based on the March and April attendance. May and June attendance must be submitted to designee determined by the School District no later than June 30, 2019. If the Agency fails to submit May and June attendance or children do not attend full time in May or June or the Agency closes before the 180 days are completed, the Agency will immediately repay the School District for all money it has received from the School District for May and June. A child must be attendance for at least 11 days per month to allow the Agency to receive full monthly reimbursement for the monthly per child rate as determined above. If a child attends between 5 and 10 days per month, the Agency will receive 1/2 payment of the monthly per child rate. If the child attends 1 to 4 days per month, the Agency will not receive any payment. This does not include absences by the child due to illnesses, emergencies, or observation of religious holidays. In the event that the Agency 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 the Agency. In no event shall the School District make any payment to the Agency 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 the Agency. This payment schedule provision shall survive the termination of this Agreement.

**INSURANCE** (1) Notwithstanding any terms, conditions or provisions, in any other writings between the parties, the Agency hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Agency'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 admitted insurer, however, the School District reserves the right to accept, at their discretion,



excess and surplus lines insurers. The policy shall provide for thirty days' notice of cancellation, state that the Agency'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) The Agency agrees to indemnify the School District for any applicable deductibles. (4) The Agency 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) The Agency 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. The Agency is to provide the School District with an original certificate of insurance evidencing the above requirements have been met prior to September 1, 2018 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, 2018 through to and including June 30, 2019. Any lapse in insurance coverage for any reason shall be grounds for immediate termination of this Agreement.

**TUITION AND DSS SUBSIDIES** Neither tuition nor Department of Social Services (DSS) subsidies can be collected from the families of children attending the Universal Pre-Kindergarten program. If the Agency is a full-day child care provider and offers an extended day option for children attending the program, tuition and DSS subsidies may, however, be collected from those families who choose the extended day option.

**ADDITIONAL CONDITIONS** In addition to all of the terms and conditions set forth herein, the Agency must also comply with the terms and conditions that are included in the document that was provided to the Agency, "UPK Checklist and Necessary UPK Documents" and which is attached hereto as "Appendix A" and is hereby made a part 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** The Agency 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 the Agency 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 his designee and shall be subject to the general inspection and supervision to secure the satisfactory completion thereto. The Agency is not to be considered an agent, agency or employee of the Board of Education for any purpose and the Agency and its employees are not entitled to any benefits that the Board of Education provides to its employees. The Agency 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 the Agency and shall be performed only by individuals made known by the Agency 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 or 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**, the Agency 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: \_\_\_\_\_  
BOE President – Murray Forman

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

BY: \_\_\_\_\_  
Superintendent of Schools

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

BY: Elana Fertig  
Agency Representative

Date: 10/28/18

Elana Fertig  
Printed Name

Early Childhood Director  
Title

112125702  
Tax ID

**Shira Borell**

This agreement is entered into this **First day of December 2018** by [REDACTED] and between the Board of Education of Lawrence Union Free School District (Lawrence) and **Shira Borell** 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 **\$41.00 individual, \$50.00 group per half hour session, \$41.00 for report writing per student** to the Consultant for the performance of said services during the period from **July 2018**, through **June 2019** 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

Shira Borell  
Consultant Signature – Shira Borell

12/6/18  
Date

Andrew Weisman  
Supervisor of PPS – Andrew Weisman

12/14/18  
Date

\_\_\_\_\_  
BOE President – Murray Forman

\_\_\_\_\_  
Date

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between Brookville Center for Children's Services, Inc. located at 1983 Marcus Avenue, Suite C118, New Hyde Park, NY 11042 ("ASEP"), and the LAWRENCE Public School District ("District").

**W I T N E S S E T H :**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be \$349.
- e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.

9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:

- a. IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
- b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
- c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
- d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be \$1,038.
- e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.


10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.



11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 11/29/18

  
 \_\_\_\_\_  
 Brookville Center for Children's Services, Inc.,  
 Executive Director

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Lawrence School District, Board of Education

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between The Center for Discovery, Inc. located at P.O. Box 840 – Benmosche Road, Harris, NY 12742-0840 (“ASEP”), and the LAWRENCE Public School District (“District”).

**W I T N E S S E T H :**

**WHEREAS**, the Individual with Disabilities Education Act (“IDEA”) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program (“ASEP”) registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled “Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that is has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District’s Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be ~~\$249~~ *\$194.00*
- e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.

9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:


- a. IDEA Section 611 funds for the <sup>2017</sup>~~2002~~-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
- b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
- c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
- d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be ~~\$1,078~~ *\$829*.
- e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.

- 10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.

11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 11/20/18

  
 \_\_\_\_\_  
 The Center for Discovery, Inc.,  
 Accountant Claude D'Amico, CFO & VP of Finance

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Lawrence School District, Board of Education - Murray Forman

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between Cerebral Palsy of Ulster County located at P.O. Box 1488, Kingston, NY 12402 ("ASEP"), and the LAWRENCE Public School District ("District").

**W I T N E S S E T H :**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

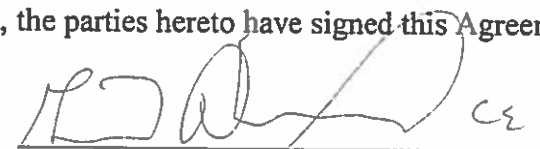
- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be \$349.
  - e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.
9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:
- a. IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
  - d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be \$1,038.
  - e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.
10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.



11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 9/27/18

  
 \_\_\_\_\_  
 Cerebral Palsy of Ulster County,  
 Principal

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Lawrence School District, Board of Education - *Murray Forman*

## **SPECIAL EDUCATION SERVICES CONTRACT**

This Agreement is entered into this **28th** day of **August, 2018** by and between the Board of Education of the **Lawrence Union Free School District** (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at **P.O. Box 477, Lawrence , NY 11559**, and the Board of Education of the **Great Neck Union Free School District** (hereinafter the ("DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at **105 Clover Drive, Great Neck, NY 11021**.

### WITNESSETH

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

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

**NOW, THEREFORE**, the parties mutually agree as follows:

A. **TERM:** The term of this Agreement shall be from September 5, 2018 through June 26, 2019 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES:**

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

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

4. The DISTRICT OF LOCATION represents and warrants that services to

Students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

**C. COMPENSATION:**

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c. and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.
2. The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.
3. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified.
4. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION, a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

**D. TERMINATION:**

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



8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties: nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE  
Lawrence UFSD

DISTRICT OF LOCALITY  
Great Neck UFSD

\_\_\_\_\_  
By: *Murray Forman*  
President Board of Education  
Lawrence UFSD

\_\_\_\_\_  
By: *Barbara Berkowitz*  
President Board of Education  
Great Neck UFSD

Date \_\_\_\_\_

Date 8/28/18

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between The Hagedorn Little Village School located at 750 Hicksville Road, Seaford, NY 11783 ("ASEP"), and the LAWRENCE Public School District ("District").

**WITNESSETH:**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, <sup>The Hagedorn Little Village School</sup> ~~Martin DePorres School for Exceptional Children, Inc.~~, is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that is has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be \$349.
  - e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.
9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:
- a. IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
  - d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be \$1,038.
  - e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.
10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.



11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 11/21/18

  
\_\_\_\_\_  
The Hagedorn Little Village School,

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lawrence School District, Board of Education

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between Hebrew Academy For Special Children, Inc. located at 750 Hicksville Road, Seaford, NY 11783 ("ASEP"), and the LAWRENCE Public School District ("District").

**WITNESSETH:**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that is has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be \$349.
  - e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.
9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:
- a. IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
  - d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be \$1,038.
  - e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.
10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.

11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 12/7/18 \_\_\_\_\_  
Hebrew Academy For Special Children, Inc.,  
Chief Executive Officer

Dated: \_\_\_\_\_  
Lawrence School District, Board of Education - *Murray Forman*

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between Henry Viscardi School located at 201 I.U. Willets Road, Albertson, NY 11507 ("ASEP"), and the LAWRENCE Public School District ("District").

**WITNESSETH:**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that is has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be \$349.
  - e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.
9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:
- a. IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
  - d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be \$1,038.
  - e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.
10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.



11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 12/6/18

Michael Fontana  
 Henry Viscardi School,  
 Head of School *Controllor*

Dated: \_\_\_\_\_

Lawrence School District, Board of Education - *Murray Forman*

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between Kids First Evaluation & Advocacy Center, Inc. located at 718 The Plain Road, Westbury, NY 11590 ("ASEP"), and the LAWRENCE Public School District ("District").

**W I T N E S S E T H :**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:

IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.

The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.

The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

The 2018-2019 Section 619 per student sub-allocation for ASEP shall be ~~\$349~~. *\$194*.

Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.

9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:

IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.

The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.

The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

The 2001-2002 Section 611 per student sub-allocation for ASEP shall be ~~\$1,038~~. *\$829*.

Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.

10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.

11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 11/19/18        
 Kids First Evaluation & Advocacy Center, Inc.,

Dated: \_\_\_\_\_  
 Lawrence School District, Board of Education - Murray Forman

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between Martin de Porres School for Exceptional Children, Inc. located at 621 Elmont Road, Elmont, NY 11003 ("ASEP"), and the LAWRENCE Public School District ("District").

**W I T N E S S E T H :**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that is has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be ~~\$349~~ **\$194**.
- e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.

9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:

- a. IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
- b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
- c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
- d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be ~~\$1,038~~ **\$829**.
- e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.

- 10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.



11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: \_\_\_\_\_

  
 \_\_\_\_\_  
 Martin de Porres School, Executive Director

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Lawrence School District, Board of Education - *Murray Forman*

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between New York Therapy Placement Services, Inc. located at 299 Hallock Avenue, Port Jefferson Station, NY 11776 ("ASEP"), and the LAWRENCE Public School District ("District").

**W I T N E S S E T H :**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that is has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be ~~\$349~~ **194**.
- e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.

9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:

- a. IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
- b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
- c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
- d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be ~~\$1,038~~ **\$829.0**.
- e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.

- 10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.

11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 11/26/18

  
 \_\_\_\_\_  
 New-York Therapy Placement Services, Inc.,

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Lawrence School District, Board of Education - *Murray Forman*



This agreement made between New York Therapy Placement Services, Inc., 299 Hallock Avenue, Port Jefferson Sta., NY 11776, hereinafter referred to as the "Agency" and Lawrence Public Schools, P.O. Box 477 Lawrence, NY 11559, hereinafter referred to as the "School". The terms of this agreement shall extend from July 1, 2018 to June 30, 2019.

**NOW THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:**

- At the school district's request, the Agency will place the following providers: occupational therapists, speech therapists, physical therapists, special education teachers, ABA aides and certified social workers, to provide related services to school age children as mandated by the student's IEP.

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

**OCCUPATIONAL THERAPY**

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (2-5 students) (Rate Per Group)
Elementary/Middle/High	\$42.00	\$60.00
Elementary/MS/HS Child Seen at Private or Parochial School	\$50.00	\$28.00 per child
Elementary/MS/HS Child being seen at Home	\$55.00	N/A

**PHYSICAL THERAPY**

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (2-5 students) (Rate Per Group)
Elementary/Middle/High	\$42.00	\$60.00
Elementary/MS/HS Child Seen at Private or Parochial School	\$50.00	\$28.00 per child
Elementary/MS/HS Child being seen at Home	\$55.00	N/A

Port Jefferson Station  
 Office  
 Sensory Gym  
 & Speech Language Center  
 299 Hallock Avenue  
 Port Jeff Station, NY 11776  
 631-473-4284  
 Fax: 631-331-2204

Farmingdale Office  
 500 Bi-County Blvd - Suite  
 450  
 Farmingdale, NY 11735  
 718-264-1640  
 212-752 -1316  
 Fax: 631-420-8636

Uniondale Office  
 626 RXR Plaza  
 6<sup>th</sup> Floor, Suite 702  
 Uniondale, NY 11556  
 516-734-6447  
 Fax: 631-331-2204

Queens Office  
 42-05 Francis Lewis Blvd  
 1<sup>st</sup> Floor  
 Bayside, NY 11361  
 212-752 -1316  
 Fax: 631-420-8636

**SPEECH THERAPY**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>	<b>30 Min. Group (2-5 students) (Rate Per Group)</b>
<b>Elementary/Middle/High</b>	\$42.00	\$60.00
<b>Elementary/MS/HS Child Seen at Private or Parochial School</b>	\$50.00	\$28.00 per child
<b>Elementary/MS/HS Child being seen at Home</b>	\$55.00	N/A

**RESOURCE ROOM/ HOME TUTORING**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>	<b>30 Min. Group (2-5 students) (Rate Per Group)</b>
<b>Elementary/Middle/High</b>	\$42.00	\$60.00
<b>Elementary/MS/HS Child Seen at Private or Parochial School</b>	\$50.00	\$28.00 per child
<b>Elementary/MS/HS Child being seen at Home</b>	\$55.00	N/A

**PARENT TRAINING**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>
<b>Elementary/MS/HS Child being seen at Home</b>	\$45.00

**COUNSELING**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>	<b>30 Min. Group (2-5 students) (Rate Per Group)</b>
<b>Elementary/Middle/High</b>	\$42.00	\$60.00
<b>Elementary/MS/HS Child Seen at Private or Parochial School</b>	\$48.00	\$28.00 per child
<b>Elementary/MS/HS Child being seen at Home</b>	\$55.00	N/A

**Participation at CSE/TEAM Meetings:** Prorated at the individual rate for all service types

**NOTES**

1. Sessions in excess of 30 minutes will be prorated based on the 30 minute rate.
2. Students that have a group recommendation on their IEP but lack an appropriate group due to age, functioning, scheduling issues, or prescription issues will default to an individual session until an appropriate group becomes available.

**BEHAVIORAL SERVICES**

Service	Rate Per Hour
Teachers Assistant ABA homebased	\$ 40.00
Special Educator ABA homebased	\$ 90.00
BCBA Supervision	\$150.00
Behavioral Consultation (BCBA)	\$150.00
ABA by BCBA	\$150.00
FBA/BIP	\$150.00
Autism Consultation/Training by BCBA	\$150.00

**CONSULTATIONS**

OT/PT/SP Consults (per 30 minutes)	\$45.00
Sensory Consults (per 30 minutes)	\$50.00
Assistive Tech Consult (15 minutes)	\$45.00

**TRANSLATIONS**

\$90.00 per 60 minutes

**EVALUATIONS**

EVALUATION TYPE	MONOLINGUAL RATE	BILINGUAL RATE
OT/PT/SP Screenings	\$ 50.00	\$ 90.00
OT/PT/SP Evaluation/Re-Evaluation/Triennials	\$ 165.00	\$ 325.00
OT Evaluation with Sensory Profile	\$ 210.00	\$ 280.00
Social History Evaluation	\$ 100.00	\$ 220.00
Classroom Observation	\$ 75.00	\$ 75.00
Educational Evaluation	\$ 200.00	\$ 300.00
Psychological Evaluation	\$ 625.00	\$ 875.00
Psychological/Education Evaluation	\$ 875.00	\$ 1,100.00
Assistive Technology Evaluation	\$ 1,300.00	N/A
Central Auditory Processing Evaluation	\$ 600.00	N/A



## RTI PROGRAMS

### Kindergarten Hand Skills Program – 12 week program

Week 1-6      \$90.00 per 45 minutes push-in entire class

Week 6-12    \$67.00 per 30 minutes group session

Grades 1-4 Handwriting Programs (Print & Script)    \$68.00 per 30 minute group session

OT Integrated Classroom Push-In Mode  
\$90.00 per 45 minutes classroom push-in

Training/Professional Development  
\$450.00 for two (2) hours

### RESPONSIBILITY FOR PAYMENT OF SERVICES:

*The School District shall not incur any charges should the SERVICE PROVIDER fail to attend a session for any reason whatsoever. SCHOOL DISTRICT agrees that it is left to the discretion of the SERVICE PROVIDER to bill for treatment sessions cancelled, if SERVICE PROVIDER has not been notified by the parent or school of the need to cancel the session at least 24 hours in advance of the scheduled service. Should SERVICE PROVIDER choose to charge for the cancelled session, SERVICE PROVIDER agrees to use the canceled session's time to do required paperwork or other student-related work for the SCHOOL DISTRICT. SCHOOL DISTRICT shall not be responsible for payment of the fee if it provides notice of cancelled session to the SERVICE PROVIDER by at least 24 hours in advance of scheduled service.*

2. Bills for services rendered by the provider will be submitted by the Agency on behalf of the providers on a monthly basis and payment will be made by the School within a thirty day period.
3. In establishing the services herein specified, the Agency is acting as a central repository of licensed and insured practitioners, who shall be free to exercise their own professional discretion as to the means and manner in which these services are to be performed pursuant to New York law. However, such performance shall be in accordance with currently approved methods and practices of their profession.
4. Services will be provided by New York State licensed and registered occupational therapists, certified occupational therapy assistants, New York State licensed and registered physical therapists, certified speech pathologists, certified special education teachers and certified social workers.
5. School shall not enter into a separate agreement with any practitioner referred by or working through or with the Agency to the School hereunder for the duration of this

agreement and for a period of two years thereafter. Should the School enter into such an agreement, the Agency will reserve its right under New York State law.

6. Services shall be provided to all persons regardless of race, creed, color, national origin, sex, sponsor or handicap.
7. The School retains final professional and administrative responsibility for any services rendered.
8. The School District shall retain responsibility for obtaining medical prescriptions and blanket consent for evaluation/annual review testing from Parent/Guardian of students referred to New York Therapy Placement Services for related services prior to referring students to New York Therapy Placement Services. The School District shall maintain prescriptions and blanket consent forms on file and forward copies upon request of Agency or Therapist. According to subdivision (b) of section 200.2 of the Regulations of the Commissioner of Education school district administration is responsible for providing NYTPS a paper or electronic copy of students IEP prior to the implementation of services by the service provider.
9. The Agency will ensure the providers assigned to the district will input all Medicaid documentation on a timely basis into the Medicaid approved system that the district uses. (e.g. IEP Direct, Kinney, Cleartrack).
10. The Agency shall be responsible for assuring that any provider providing services to students in covered schools will have received appropriate initial fingerprint clearance with NYS in compliance with the Project SAVE and SAFE SCHOOLS ACT. School District will retain responsibility to verify and obtain district clearance for each provider servicing students under this agreement according to the New York State Safe Schools against violence in education (SAVE) legislation.
11. The School agrees to keep all information contained within this contract confidential as may be appropriate and shall not disclose the contents thereof with Agency personnel or contractees.
12. Notwithstanding any other provisions in this contract, the School shall be responsible for advising the Agency of specific services provided pursuant to this contract which must comply with pertinent provisions of federal, state and local statutes, rules and regulations.
13. Should any part of this agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this agreement. Such remaining parts shall remain in full force as if this agreement has been executed with the invalid part eliminated.
14. The parties hereto agree that this Agreement is effective for the 2018-2019 school year

from the date hereof. This agreement shall be considered as a firm commitment on the part of the parties hereto for a period of one (1) year commencing July 1, 2017.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

Lawrence Public Schools  
For the School

P.O. Box 477, Lawrence, NY 11559  
Address

\_\_\_\_\_  
Title: Murray Forman BOE President Date \_\_\_\_\_

Barbara P. Dinah  
New York Therapy Placement Services, Inc.  
299 Hallock Avenue  
Port Jefferson Sta., NY 11776

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between QSAC, Inc. located at 253 West 35<sup>th</sup> Street, 16<sup>th</sup> Floor, New York, NY 10001 ("ASEP"), and the LAWRENCE Public School District ("District").

**W I T N E S S E T H :**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that is has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be ~~\$349~~ **\$194**.
- e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.

9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:

- a. IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
- b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
- c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
- d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be ~~\$138~~ **\$89**.
- e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.

- 10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.

11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 11/20/2018

  
\_\_\_\_\_  
QSAC, Inc., Chief Executive Officer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lawrence School District, Board of Education - *Murray Forman*

**Miriam Roth**



This agreement is entered into this **First day of December 2018** 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 **\$41.00 individual, \$50.00 group per half hour session, \$41.00 for report writing per student** to the Consultant for the performance of said services during the period from **July 2018, through June 2019** 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.
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

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor of PPS – Andrew Weisman

\_\_\_\_\_  
Date

\_\_\_\_\_  
BOE President – Murray Forman

\_\_\_\_\_  
Date

**Dr. Andrew Singer**



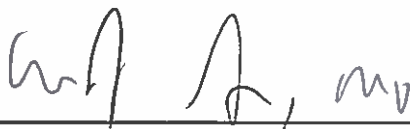
This agreement is entered into this **First day of July 2018** by and between the Board of Education of Lawrence Union Free School District (Lawrence) and **Dr. Andrew Singer**, EIN [REDACTED] herein called the Independent Contractor (Consultant).

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 **\$700.00 per evaluation and reports** to the Consultant for the performance of said services during the period from **July 2018**, through **June 2019** or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited, to the following: **Psychiatric services, evaluations and reports.**

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 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 maintain the confidentiality of students' personally identifiable information.

11. 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.
12. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student progress.
13. The Consultant must comply with all State, Federal and local requirements in the discharge of their duties.
14. The Consultant must agree to attend one monthly meeting, without fee compensation.



\_\_\_\_\_  
Consultant Signature – Dr. Andrew Singer

11/25/18

\_\_\_\_\_  
Date



\_\_\_\_\_  
Supervisor of PPS – Andrew Weisman

12/2/18

\_\_\_\_\_  
Date

\_\_\_\_\_  
BOE President – Murray Forman

\_\_\_\_\_  
Date

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between Tiegerman School located at 100 Glen Cove Avenue, Glen Cove, NY 11543 ("ASEP"), and the LAWRENCE Public School District ("District").

**WITNESSETH:**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Tiegerman School, is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each

student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:

IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.

The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.

The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident

students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

The 2018-2019 Section 619 per student sub-allocation for ASEP shall be \$194.

Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.

9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:

IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.

The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.

The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

The 2001-2002 Section 611 per student sub-allocation for ASEP shall be \$829.

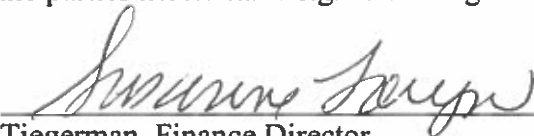
Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.

10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.
11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate

account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.

12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 11/29/18   
Tiegerman, Finance Director

Dated: \_\_\_\_\_  
Lawrence School District, Board of Education - Murray Forman



**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between United Cerebral Palsy of Nassau County, Inc., The Children's Learning Center located at 380 Washington Avenue, Roosevelt, NY 11575 ("ASEP"), and the LAWRENCE Public School District ("District").

**WITNESSETH:**

**WHEREAS**, the Individual with Disabilities Education Act ("IDEA") and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program ("ASEP") registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District's Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with

disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on

December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.

- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be ~~\$349.~~ *194.*
- e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.

9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:

- a. IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
- b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
- c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
- d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be ~~\$1038.~~ *829.*
- e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.

- 10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.

11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 11/19/18 Leonard Weef  
 United Cerebral Palsy of Nassau County, Inc.,  
 The Children's Learning Center, Accounting Supervisor

Dated: \_\_\_\_\_ Lawrence School District - BOE President  
Murray Forman

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

**THIS AGREEMENT** made the First day of September 2018, between Variety Child Learning Center located at 47 Humphrey Drive, Syosset, NY 11791 (“ASEP”), and the LAWRENCE Public School District (“District”).

**WITNESSETH:**

**WHEREAS**, the Individual with Disabilities Education Act (“IDEA”) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

**WHEREAS**, it is necessary for the District and ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2018-2019 program year; and

**WHEREAS**, Martin DePorres School for Exceptional Children, Inc., is an approved special education program (“ASEP”) registered with the State Education Department and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-aged children placed in such program for the provision of special education services consistent with the IDEA; and

**WHEREAS**, ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident preschool and/or school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is entered into and authorized under New York Education Law §4410-b, 20 U.S.C. §1411 and 20 U.S.C. §1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum dated August 2001 entitled “Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations for 2018-2019.
2. ASEP certifies that is has submitted a Request for IDEA Sub-Allocation form to the District on or before November 22, 2017, and that it has included in the count of Section 611 and Section 619 students only those students with disabilities who were placed in its program by the District’s Committee on Special Education or Committee on Preschool Special Education and who were served in accordance with their respective Individualized Education Programs as of December 1, 2016.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New

York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.

4. All students indicated on ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's central registration office as of December 1, 2016.
5. At the District's request, ASEP shall provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.
6. ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it shall indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including but not limited to any error or omission on the Request for IDEA Sub-Allocation form.
7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 and Section 619 students, it shall be ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.
8. **SECTION 619 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 619 funds shall be made by the District to ASEP as follows:
  - a. IDEA Section 619 funds for the 2018-2019 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 5 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2018-2019.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-5 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016 as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 619 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the

- District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 5 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 5 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
- d. The 2018-2019 Section 619 per student sub-allocation for ASEP shall be ~~\$349~~ **\$194**.
  - e. Said payments of sub-allocated Section 619 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 619 of IDEA.
9. **SECTION 611 SUB-ALLOCATION.** The District and ASEP agree that, in accordance with state and federal law, payments of sub-allocated Section 611 funds shall be made by the District to ASEP as follows:
- a. IDEA Section 611 funds for the 2002-2018 program year shall be allocated to the District based upon the December 1, 2016 special education child counts of students 3 to 21 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2002-2018.
  - b. The District shall sub-allocate such funds to ASEP on a per student basis, based upon the number of students 3-21 years of age who were placed in ASEP by the District's Committee on Special Education or Committee on Preschool Special Education and who were provided special education services by ASEP on December 1, 2016, as indicated on the Request for IDEA Sub-Allocation form filed by ASEP with the District on or before November 22, 2017.
  - c. The District shall calculate the per student allocation by dividing the total base allocation for the Section 611 Program by the following counts of students served on December 1, 2016: (i) the total number of resident preschool students served in the District's approved preschool special education program; (ii) the number of resident students with disabilities, ages 4 to 21 served in the District's school-age program; and (iii) the number of resident preschool student and resident school-age students with disabilities (3 to 21 years of age) served in all eligible approved special education programs, and reflected in Approved Special Education Program Requests for IDEA Sub-Allocation forms submitted by November 22, 2017.
  - d. The 2001-2002 Section 611 per student sub-allocation for ASEP shall be ~~\$1,038~~ **\$829**.
  - e. Said payments of sub-allocated Section 611 funds shall be made by the District to ASEP within 30 days after the District receives any portion of its allocation of funds for the current year, pursuant to Section 611 of IDEA.
10. The District shall be responsible for the sub-allocation of Section 619 and Section 611 IDEA flow through funds to ASEP only for the number of students counted on ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by November 22, 2017.

11. Payments of the sub-allocated IDEA federal funds shall be made to ASEP out of a separate account set up by the District for such funds. Upon receipt of payment of any portion of sub-allocated funds, ASEP shall provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by ASEP.
12. ASEP shall not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
13. Where applicable, ASEP shall comply with all regulations and requirements of the State of New York with respect to the operation of a pre-kindergarten/child care agency, including licensing by the New York Department of Social Services. ASEP shall be solely responsible for compliance with any such applicable regulations or requirements.
14. This Agreement constitutes the entire Agreement between the District and ASEP with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous Agreements between the District and ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the District or ASEP unless in writing and signed by the District and ASEP.
15. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision shall remain in full force and effect, and it is the intention of the District and ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

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

Dated: 11/21/18

*Amelia Reger*  
Variety Child Learning Center, CFO

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lawrence School District, Board of Education - *Murray Forman*



Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District and/or while providing services as indicted pursuant to this Agreement

Consultant shall perform background checks and fingerprinting and comply with all provisions of the Safe School 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 services in his office.

Whenever Consultant undertakes to perform services for the Board; he shall devote the required amount of time necessary to properly accomplish the performance of those services.

**COMPENSATION** Effective January 1, 2019 and continuing throughout the period of this Agreement, The Board agrees to pay the consultant a rate of \$ 4,250.00 per evaluation and reports. If only supplementary testing is needed, it will be billed at the rate of \$400 per hour.

Consultant will participate in CSE meetings by phone at no additional charge. Consultant will be paid \$500.00 for in-person attendance at CSE meeting.

**PAYMENT SCHEDULE** The Consultant will submit claim forms to the Deputy Superintendent or her designee on a monthly 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 Amityville School District within 14 days of receipt of report.

**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 he is of good character, and is in good professional standing, and he possesses current and valid certification necessary to perform the service under this Agreement. Consultant represents that he 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 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 general liability, malpractice to insure the Consultant against any claim for liability, personal 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 a result of the same incident. 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.

**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. Except for any fees owed to him.

**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 engagement and service hereunder, be that of an independent contractor, and Consultant shall be free to dispose of such portion of his 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 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 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** 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 in the 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.

Kimberly S. Williams, Psy.D.: \_\_\_\_\_ Date: \_\_\_\_\_

Director of PPS: Andrew Weisman Date: 1/3/19  
Andrew Weisman

BOE President: \_\_\_\_\_ Date: \_\_\_\_\_  
Murray Forman

LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF RETIREMENTS  
PROFESSIONAL STAFF

<u>NAME</u>	<u>POSITION</u>	<u>DATE EFFECTIVE</u>	<u>DATE SUBMITTED</u>
Sarnelli, Felicia	LES/Special Education	1/15/2019	11/14/2018

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

SIGNATURE: \_\_\_\_\_  
District Clerk

Enclosure IV.A.2  
01/07/2019

LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF RETIREMENTS  
CIVIL SERVICE

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE DATE</u>	<u>DATE SUBMITTED</u>
Ehlers, Alice	Teacher Aide	12/14/2018	11/27/2018
*Ehlers, Bruce	Cleaner	12/31/2018	10/10/2018

\*Correction of retirement date to 12/31/2018.

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

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

Enclosure IV.B.1.  
1/07/2019

LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF RESIGNATIONS  
PROFESSIONAL STAFF

<u>NAME</u>	<u>POSITION</u>	<u>DATE EFFECTIVE</u>	<u>DATE SUBMITTED</u>
Araoz, Lee	MS Elementary	10/19/2018	10/17/2018
Lopez, Jennifer	Consultant School Psychologist	08/30/2018	11/19/2018

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

SIGNATURE: \_\_\_\_\_  
District Clerk

Enclosure IV.B.2  
01/07/2019

LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF RESIGNATIONS  
CIVIL SERVICE

<u>NAME</u>	<u>POSITION</u>	<u>DATE EFFECTIVE</u>	<u>DATE SUBMITTED</u>
Rasulo-Hugues, Renee	Typist-Clerk	01//03/2019	01/03/2019

SCHEDULE APPROVED:

SIGNATURE \_\_\_\_\_  
District Clerk

Enclosure IV.F.1  
1/07/2019

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>
Hirschfield, Louis	CSE Chairperson	per diem	Feb.01-June 30, 2019	N/A	Permanent	\$600.00 per diem (not to exceed 60 days)
Kearney, Dr. Stephen	CSE Chairperson	per diem	Feb.01-June 30, 2019	N/A	Permanent	\$600.00 per diem (not to exceed 60 days)
Romaine, Theresa	LES/Special Ed.	Probationary	2/04/ 2019	2/04/2023	Initial	\$51,432 (Step 1 of the Bachelors LTA 2018/19 Schedule)

SIGNATURE \_\_\_\_\_  
District Clerk

DATE \_\_\_\_\_

Enclosure IV.F.1  
1/07/2019

Enclosure IV.F.1a  
1/07/2019

LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF CHANGE OF EMPLOYMENT STATUS  
PROFESSIONAL STAFF

<u>Name</u>	<u>Location/Position</u>	<u>Status Change</u>	<u>Effective Date</u>	<u>Tenure Date</u>	<u>Salary/Step</u>
Gordon, Michael	Director of Health, Physical Education & Athletics	Probationary	8/30/2018	8/30/2021*	\$107,860 (Step 8 of ALA 2018/19 Salary Schedule of Ed. Support)

SCHEDULE APPROVED:

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

SIGNATURE: \_\_\_\_\_  
District Clerk



**LAWRENCE PUBLIC SCHOOLS**  
**APPROVED CERTIFICATED SUBSTITUTES**

**SUBSTITUTE:**

<b><u>NAME</u></b>	<b><u>CERTIFICATION</u></b>
Ahearn, Joseph	Physical Education
Briel, Angela	Special Education Childhood Ed. 1-6
Forte, Andrea	PreK-6
Marrali, Jennifer	PreK-6, Biology 7-12
Mayers, Milton	Special Ed. 1-6
Sarnelli, Felicia	Special Ed.

**UNCERTIFIED SUBSTITUTES:**

*(Can substitute on an unlimited basis; all are in school working toward their certification)*

Jones, Nadira	Special Ed. ABA / BiLingual
Kapelner, Martin	Mathematics/Science

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

SIGNED: \_\_\_\_\_

District Clerk

LAWRENCE PUBLIC SCHOOLS

CIVIL SERVICE

SCHEDULE OF APPOINTMENTS

NAME	ASSIGNMENT	TYPE OF APPOINTMENT	EFFECTIVE DATE FROM	TO	SALARY STEP	SALARY
Charles, Ketsia	Teacher Aide	Part-time	11/06/2018		1	\$13.39 pr.hr.
Escobar, Sandi	School Monitor	Part-time	01/08/2019		1	\$11.81 pr.hr.
Gunn, Alisha	Teacher Aide	Part-time	11/06/2018		1	\$13.39 pr.hr.
Manara, Frank	Cleaner	Probationary	01/08/2019-06/16/2019		1	\$30,072
Melgar Nunez, Cricia	Schl. Monitor	Part-time	11/28/2018		1	\$11.81 pr.hr.
Rasulo-Hugues, Renee	Typist-Clerk	Probationary	01/03/2019-06/12/2019		1	\$31,283
Rosales, Monica	Teacher Aide	Part-time	01/08/2019		1	\$13.89 pr.hr.
Schneider, Briana	Teacher Aide	Part-time	11/06/2018		1	\$13.39 pr.hr.
Steinwall, Kathleen	Typist Clerk	Probationary	01/23/2019 - 08/14/2019		1	\$30,283
Strain, Carl	Cleaner	Recall	01/08/2019		3	\$32,728

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

SIGNATURE \_\_\_\_\_

DISTRICT CLERK

LAWRENCE PUBLIC SCHOOLS

SCHEDULE OF CHANGE OF EMPLOYMENT STATUS

CIVIL SERVICE STAFF

<u>NAME/LOCATION</u>	<u>POSITION</u>	<u>STATUS CHANGE</u>	<u>EFF.DATE</u>	<u>SALARY</u>
*Glenn, James	Custodian	Cleaner to Custodian	01/08/2019	\$72,806

\*Pending Civil Service Approval

SCHEDULE APPROVED:

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

SIGNATURE: \_\_\_\_\_

District Clerk

ENCLOSURE IV.F.2.c  
01/07/2019

LAWRENCE PUBLIC SCHOOLS

CIVIL SERVICE  
APPROVED SUBSTITUTES

SCHOOL MONITORS

Davis, Lola  
Melgarnunez, Cricia

TEACHER AIDES

Ramdhari, Deokali  
Ramirez, Melannie  
Rosales, Monica  
Salim, Ernestine  
Tarrant, Robin  
Torres, Crystal  
Vasquez, Claudia

CLEANERS

TYPIST-CLERK

Hickey, Marypat

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
District Clerk

EXTRA COMPENSATION SCHEDULE

HIGH SCHOOL	ACTIVITY	AMOUNT
Batts, Terrence	Music Building Coordinator	\$4,195.00
Cammarata, Jeannine	World Language Coordinator	\$4,195.00
Diamond, Jon	Co-Guidance Coordinator	\$3,582.49
Paz, Stephanie	Co-Guidance Coordinator	\$3,582.49
Biscardi, Jason	Literary Magazine	\$1,319.00
Kind, Karen	Multi-Cultural Club	\$1,824.00
Wolin, Lee	Chess Club	\$1,824.00 Delete
Walker, Hugh	Student Government Advisor	\$4,151.00
Walker, Hugh	Social Studies Club	\$1,824.00
Chiarelli, Nicholas	Indoor Assistant Track Coach	\$3,456.00
Cammarata, Jeaninne	Lunchroom Coordinator	\$2,996.00
Cooper, Sherrie	Lunchroom Coordinator	\$2,996.00
Riley, Thomas	Lunchroom Coordinator	\$2,996.00
Riley, Thomas	Broadway Showcase	\$2,630.00 Delete
Perrotta, Valerie	Cheerleading (Spring)	\$3,219.00
MIDDLE SCHOOL		
Brinton, Katerina	After School Alternative Center	\$ 47.00*
Cleva, Alicia	After School Alternative Center	\$ 47.00*
Donnelly, Cheri	After School Alternative Center	\$ 47.00*
McQuillan, Patrick	After School Alternative Center	\$ 47.00*
Mena, Marianella	After School Alternative Center	\$ 47.00*
	*per hour	
McQuillan, Pat	Physical Ed./Health Coordinator	\$ 4,195.00
Whitaker, Ronaldo	Band Director	\$14,306.76
Van Raalte, Dr. Polly	Book Club	\$ 1,824.00
Rubinfeld, Stephanie	Computer Club	\$ 1,355.00
Sales, Laila	Drama Club Show Choreographer (Winter)	\$ 905.00
Sales, Laila	Drama Club Show Choreographer (Spring)	\$ 905.00
Rogan, Susan	Choral Director Grade 6	\$ 3,895.00
D'onofrio-Watts, John	Choral Director Grades 7-8	\$ 9,088.00
D'onofrio-Watts, John	Drama Club Choral Director (Winter)	\$ 1,824.00
D'onofrio-Watts, John	Drama Club Choral Director (Spring)	\$ 1,824.00
Gallopin, Pamela	Drama Club Show Director (Winter)	\$ 5,541.00
Gallopin, Pamela	Drama Club Show Director (Spring)	\$ 5,541.00
Rogan, Susan	Drama Club Orchestra Dir. (Spring)	\$ 1,824.00
Agtuca, Alia	Drama Club Technician (Winter)	\$ 1,313.00
Agtuca, Alia	Drama Club Technician (Spring)	\$ 1,313.00
Whitaker, Ronaldo	Stage Jazz Band Director	\$ 1,824.00
Gallopin, Pamela	Orchestra Director Grades 7-8	\$ 9,088.80
Agtuca, Alia	Orchestra Director Grades 6	\$ 3,895.20
Kreiss, Rachel	Co-Council for Unity Advisor	\$ 1,727.00
Mena, Marianella	Co-Council for Unity Advisor	\$ 1,727.00
Risi, Barbra	Math Club	\$ 1,824.00
Rubinfeld, Stephanie	Media Club	\$ 3,454.00
Grand, Wendy	Peer Advisory	\$ 3,454.00
Tretter-Iuliano, Martina	Prelude Co-Advisor	\$ 2,685.50
Rubinfeld, Stephanie	Prelude Co-Advisor	\$ 2,685.50
Ubertini, Fran	Science Club	\$ 1,824.00
Sarceno, Joann	STEAM Club	\$ 1,824.00
Scarbrick, Colleen	Testing Coordinator	\$3,595.00

MIDDLE SCHOOL	ACTIVITY	AMOUNT
Van Raalte, Dr. Polly	7 <sup>th</sup> Grade National Jr. Honor Society	\$ 1,674.00
Aronovitz, Danielle	8 <sup>th</sup> Grade National Jr. Honor Society	\$ 1,674.00
Scarsbrick, Colleen	Student Activities Treasurer	\$ 2,621.00
Johnson, Arn	Recreational Sports	\$ 3,717.00
Mena, Marianella	Bus Duty (Substitute) pro-rated	\$1,654.00
Kampton, Glenda	Trumpet Advisor	\$2,988.00
Jerez, Judith	8 <sup>th</sup> Grade Co-Advisor	\$1,858.00
McDougal, Doreen	8 <sup>th</sup> Grade Co-Advisor	\$1,858.00
Jerez, Judith	GO Co-Advisor	\$1,947.00
McDougal, Doreen	GO Co-Advisor	\$1,947.00
Rubinfeld, Stephanie	Diversity Advisor	\$1,824.00
Sanchez, Dorothy	AM Bus Duty pro-rated from 11/16	\$1,654.00
Kreiss, Rachel	AM Bus Duty ended 11/15 pro-rate	\$1,654.00
LES	ACTIVITY	AMOUNT
Agtuca, Alia	5 <sup>th</sup> Grade Orchestra Director	\$5,701.64
Adler, Michele	Co-Advisor Cooking Grade 5	\$ 840.50
Brooks, Ilene	Co-Advisor Cooking Grade 5	\$ 840.50
Cromartie, Gilynn	Math Olympiad Grades 3 & 4	\$1,681.00
Ginsberg, Lonnie	5 <sup>th</sup> Grade Band Director	\$5,722.70
Ginsberg, Lonnie	Co-Drama Club Director	\$1,824.00
Cesario, Marie	Recreational Sports Club (Dec/Jan/Feb)	\$3,717.00 pro-rated
Hernandez, David	Recreational Sports Club (Mar/Apr/May)	\$3,717.00 pro-rated
Lagasse, Gerard	Physical Education Club	\$1,681.00
Lagasse, Gerard	Recreational Sports Club	\$3,717.00
Lorberbaum, Gail	Co-Scrabble Club Director	\$ 912.00
Mor, Sharon	Science Club Grades 3 & 4	\$1,681.00
Rogan, Susan	5 <sup>th</sup> Grade Chorus Director	\$5,701.64
Rogan, Susan	Co-Drama Club Director	\$1,824.00
Rubinfeld, Kathleen	Co-Scrabble Club Director	\$ 912.00
Schneider, Cathy	Math Olympiad Grade 5	\$1,824.00
Skarren, Jessica	Art Club	\$1,824.00
Talenti, Jennifer	Student Council	\$1,681.00
Graulich, Heather	Co-Advisor Kindness Club	\$ 912.00
Salzberg, Lisa	Co-Advisor Kindness Club	\$ 912.00
Adler, Michele	Co-Advisor Science Cooking Club	\$ 840.50
Brooks, Ilene	Co-Advisor Science Cooking Club	\$ 840.50
NUMBER TWO		
Loweree, Vicky	Chess Club Grade 1 Advisor	\$1,681.00
Loweree, Vicky	Chess Club Grade 2 Advisor	\$1,681.00
Moreno, Noelle	Mindfulness Advisor	\$1,824.00
Buttafuco, Amanda	AM Bus Duty (9/04-9/20/18)	\$1,109.00 pro-rated
Greenberg, Stephanie	AM Bus Duty	\$1,109.00 Delete Effective 10/31
Glenn, Aliesia	AM Bus Duty	\$1,109.00 Effective 11/01

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
District Clerk

# NASSAU COUNTY BOARD OF ELECTIONS

Enclosure V.B  
Regular Meeting  
January 7, 2019

## MEMORANDUM OF AGREEMENT

**ELECTION SERVICES AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF ELECTIONS AND THE \_\_\_\_\_ SCHOOL DISTRICT CONCERNING DISTRICT BUDGET AND/OR TRUSTEE VOTE AND/OR SPECIAL ELECTION/REFERENDUM TO BE HELD ON \_\_\_\_\_**

**THIS MEMORANDUM OF AGREEMENT**, is entered into between the Nassau County Board of Elections, with offices at 240 Old Country Road, Mineola, NY 11501 (hereinafter referred to as the “Board of Elections”) and the \_\_\_\_\_ SCHOOL DISTRICT, with offices at: \_\_\_\_\_ hereinafter referred to as the (“**DISTRICT**”).

**WHEREAS**, the **DISTRICT** will be conducting and administrating an election on \_\_\_\_\_, and is seeking the assistance of the Board of Elections, in providing election services consisting of the provision and usage of voting machines, all equipment and supplies necessary to conduct voting operations (hereafter collectively referred to as “voting systems”); as well as training and assistance concerning voting machine operations;

**WHEREAS**, pursuant to Section 3-224 of the New York State Election Law, the Board of Elections may permit **DISTRICT** within the county to use its voting machines and other equipment, for the conduct of elections, upon such terms and conditions as shall be fixed by the Board of Elections and agreed to by both the Board of Elections and the **DISTRICT**; and

**WHEREAS**, pursuant to Education Law §2035(1), the **DISTRICT** is authorized, if the County Board of Elections shall consent thereto, to use voting machines belonging to the County Board of Elections.

**NOW THEREFORE**, the parties named above hereby enter into this Agreement applicable to the **DISTRICT BUDGET AND/OR TRUSTEE VOTE AND/OR SPECIAL ELECTION/REFERENDUM being held \_\_\_\_\_, and any subsequent revote(s) related thereto** (hereinafter referred to as the “Election”):

### I. BOARD OF ELECTIONS

#### 1. The Board of Elections shall

- a. Provide optical scan voting systems to the **DISTRICT** in a number deemed adequate upon mutual agreement between the parties as per the Annexed Schedule “A”.
- b. Provide training free of charge to the **DISTRICT** and one (1) other employee. The Board of Elections shall provide the Clerks with a list of certified election inspectors who have worked

for Nassau County. In the event, the **DISTRICT** opts to use individuals not certified by the Board of Elections and either conduct training class, notifying the Board of Elections of the date, time and location of the class should the **DISTRICT** decide to have the Board of Election observe the training, OR request the Board of Elections conduct the training of the individuals at a cost of twenty-five dollars (\$25.00) per person per session which shall be charged to and paid by the **DISTRICT**.

- c. Subject to the **DISTRICT** review and approval, define the ballot in terms of format and language. Said ballot will be provided in a PDF form for the **DISTRICT**'s review and approval.
- d. Program all voting machines after receiving PDF approval for the definition of said ballot for which there will be a charge of fifty-dollars (\$50.00) for the creation of each ballot.
- e. Provide the services of Board of Election staff that shall create ballot definition and corresponding PDFs for delivery to the **DISTRICT**, conduct pre-election testing of the voting machines and provide technical assistance as needed. The Board of Elections will not be conducting a post-election audit (since the Board of Elections is acting solely as the vendor and not as the administrator of the subject election) UNLESS required to do a recanvass in a VILLAGE election upon written request from the Village Clerk pursuant to N.Y. Election Law 15-126(3) in a village election OR required to do so pursuant to an Order of a court of competent jurisdiction.
- f. Said Board of Elections staff shall respond promptly to **DISTRICT** poll site(s) should there be a problem with a particular voting machine which the **DISTRICT** Inspectors are unable to resolve.

## II. **DISTRICT**

### 1. The **DISTRICT** and/or its representative shall

- a. Provide the Board of Elections with the ballot layout and content no later than 10 days prior to the **DISTRICT'S** election.
- b. Work with the Board of Elections to determine the number of machines needed for the election no later than 10 days prior to the **DISTRICT'S** election
- c. Provide the Board of Elections of its review and written approval of the ballot definition PDF no later than no later than 10 days prior to the **DISTRICT'S** election.
- d. Forward said approved ballot definition in PDF format to the printer as identified by the **DISTRICT** for the purpose of test ballot printing and ballot printing. **DISTRICT** shall be responsible for all printing costs.
- e. **DISTRICT** may use either a printer certified by New York State or a printer of its own choosing provided it is able to demonstrate the printer's ability to properly print and create a ballot that can be read the voting machines programmed by the Board of Elections.



[paragraph f intentionally omitted]

- g. Arrange for delivery to and from the polling site to and from the Board of Elections where the machines are stored using the Board certified trucking company. The **DISTRICT** shall only use trucking companies certified by the Board of Elections. The voting systems will be available for pick-up at the Board of Elections no earlier than three (3) business days prior to the election and it is agreed that the voting systems must be returned to the Board of Elections within forty-eight (48) hours of the conclusion of the election. The **DISTRICT** shall provide sufficient advance notice of the name of the trucking company, the date and time of the scheduled delivery from and to the Board of Elections. The **DISTRICT** shall be solely responsible for all such trucking costs, including but not limited to, the cost of transportation, mileage and fuel costs. The **DISTRICT** shall promptly pay in full upon receipt of invoice from the Board of Elections or the trucking company for such costs.
- h. **DISTRICT** will inspect the voting machines and related equipment upon delivery from the Board of elections. **DISTRICT** shall notify the Board of Elections in writing upon delivery, of any defects or other objections to such voting machines and related equipment. If Board of Elections receives no such written notice within that period, **DISTRICT** will be conclusively presumed to have accepted the voting machines and related equipment in good condition and repair.
- i. Upon request to the Board of Elections, the **DISTRICT** may inspect the voting systems two (2) prior to the scheduled delivery of the voting systems to the polling places at a time and date agreed to by the Board of Elections.
- j. **DISTRICT** shall use the voting systems in a careful manner. **DISTRICT** agrees to comply with any and all reasonable instructions given by the Board of Elections and the Manufacturer's manual as to the use and operation of said voting machines, as well as any laws, ordinances, or regulations relating to the possession, use, and maintenance of the voting machines and equipment, and shall limit its use only for the purposes of holding the election described herein.
- k. **DISTRICT** acknowledges that the voting systems are technical and that **DISTRICT** shall make no alterations, nor attempt to make alterations to the equipment without obtaining prior written permission of the Board of Elections.
- l. Liability for injury, disability, and death of workers and other persons caused by the operation, handling, or transportation of the Voting machines or systems during the rental period shall be assumed by the **DISTRICT** and said **DISTRICT** shall indemnify the Board of Elections and the County of Nassau against all such liability.
- m. **DISTRICT** agrees to hold and save the Board of Elections and the County of Nassau harmless from any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, resulting from the use or operation of the voting machines and related equipment during the term of this lease.

## II. FEES

Please see attached fee chart (Schedule B) which details the costs associated with utilizing the Board of Elections as a vendor.

## III. GENERAL

1. It is understood and agreed that the Board of Elections does not and will not conduct the subject **DISTRICT** Elections. The elections are administered locally by the **DISTRICT**.
2. It is understood and agreed that the Board of Elections is not responsible for any errors, including but not limited to, spelling, dollar amounts or other information provided by the **DISTRICT** for creation of their ballot. Nor is the Board of Elections required to verify any information provided by the District for ballot creation. The Board of Elections shall merely create a ballot based on written instructions and information provided by the **DISTRICT** for the creation of their ballot. The **DISTRICT** assumes all responsibility for the content of the ballot and for the verification of the content information provided by the **DISTRICT** for the creation of the ballot and the **DISTRICT** agrees that the Board of Elections shall not be responsible for the content or verification or proofreading of the information provided by the **DISTRICT**.
3. The **DISTRICT** shall be responsible and liable for the care and custody of the voting machines, other equipment and supplies, while they are in its possession; and as such the **DISTRICT** shall take all steps necessary to ensure the security of voting equipment to be used in their election in the same manner as they do voting systems delivered to schools used as poll sites in municipal elections, and further, agrees to pay for (or reimburse) for any repair or replacement costs incurred as a result of damage to the voting machines, other equipment and/or supplies while having possession thereof.
4. The Board of Elections and/or County of Nassau shall NOT be liable for any voting machine and/or equipment failure during the Election; nor shall it be liable for any costs incurred by the **DISTRICT** as a result of such failures.
5. Board of Elections is not responsible for the operation of the machines or the failure to operate the machines in a proper and accurate manner. The **DISTRICT** agrees to defend, indemnify, and hold harmless the Board of Elections against any and all claims made by any party regarding the accuracy, operation or use of the voting machines and systems in recording or failing to record votes or for any purpose whatsoever.
6. In the event the voting machines and systems leased hereunder is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intention or not, aforementioned **DISTRICT** the Board of Elections for the replacement or repair of such equipment. The repair costs shall be determined by the equipment service vendor. The aforementioned **DISTRICT** payment for the repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to the Board of Election by **DISTRICT** within thirty (30) days of written request by the Board of Elections.

7. The **DISTRICT** assumes full liability for safekeeping of the voting machines, equipment and all inventory and supplies furnished by the Board of Elections. The Board of Elections will notify the **DISTRICT** in writing of any missing and unaccounted for machines or associated items and **DISTRICT** shall have up to thirty (30) days to research and rectify any discrepancies before payment is made and **DISTRICT** agrees to pay for any destroyed, damaged, or missing machines or associated items.
8. If the voting machine and equipment does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, **DISTRICT'S** only remedy, if any, shall be against the supplier or manufacturer of the voting machine and not against the Board of Elections or the County of Nassau.
9. Unless **DISTRICT** gives the Board of Elections written notice specifying any defect in or other valid objection to the voting machines and equipment within eight (8) hours after receiving the equipment, it shall be conclusively presumed that the equipment was in good operating condition when received, that **DISTRICT** accepted and approved the equipment. **DISTRICT** further agrees that Board of Elections shall in no event be liable for any damages arising directly or indirectly from the operation, failure, or defective condition of the equipment for any reason.
10. The expense of all repairs made during the during the rental period, including labor, material, parts and other items shall be paid by the **DISTRICT**
11. It is acknowledged that regarding all aspects of the Election, the aforementioned **DISTRICT** Inspectors shall be the agents and/or employees of the **DISTRICT**; and NOT the Board of Elections or County of Nassau. **DISTRICT** assigned poll workers, shall be solely responsible for the operation of the voting machines and any resulting liability incurred as a result thereof.
12. The **DISTRICT** represents and warrants that it will obtain general liability insurance with coverage of at least \$1,000,000 per occurrence, \$1,000,000 general, and \$1,000,000 products/complete; and shall name the Nassau County Board of Elections and the County of Nassau as additional insured on the said policies, and provide proof thereof upon execution of this agreement.
13. To the extent time limits are not already provided for in this Memorandum, the **DISTRICT** shall comply with all of its pre-Election obligations within 15 days of the Election or any subsequent revote; and further acknowledges that no changes shall be permissible beyond that date.

14. This Agreement may not be assigned, or otherwise transferred, without prior written consent of the Board of Elections. Ownership of voting machines and related equipment and supplies shall at all times remain the sole property of the Board of Elections and **DISTRICT** shall have no right, title, or interest other than its use under the strict conditions of this Agreement.
15. THE BOARD OF ELECTIONS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE VOTING EQUIPMENT LEASED, AND ASSUMES NO RESPONSIBILITY FOR ITS CONDITION, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OR USE OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS FOR ANY PARTICULAR USE.
16. DISTRICT SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST THE BOARD OF ELECTIONS OR THE COUNTY OF NASSAU
17. All remedies of the Board of Elections hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed a waiver of any other remedy. If any provision of this agreement is deemed invalid, it shall not affect the validity of remaining terms.
18. This instrument constitutes the entire agreement between the parties; and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.
19. This Memorandum shall be subject to the approval of the **DISTRICT GOVERNING BODY OR REPRESENTATIVE** as well as the Nassau County Board of Elections. If a RESOLUTION is required by the governing body of the **DISTRICT** for the execution of this agreement, a copy of that Resolution shall be annexed hereto by the **DISTRICT** at the time of execution of this agreement.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Memorandum on the date(s) set forth below.

NASSAU COUNTY BOARD OF ELECTIONS

By

\_\_\_\_\_  
Louis G. Savinetti, Commissioner

Dated: \_\_\_\_\_

\_\_\_\_\_  
David J. Gugerty, Commissioner

Dated: \_\_\_\_\_

**DISTRICT GOVERNING BODY OR REPRESENTATIVE**

By:

\_\_\_\_\_  
**DISTRICT GOVERNING BODY OR REPRESENTATIVE, & TITLE**

Dated: \_\_\_\_\_

**SCHEDULE A**

**RECOMMENDATIONS FOR DETERMINING THE TOTAL NUMBER OF DS200 SCANNERS & AUTOMARK BALLOT MARKING DEVICES FOR USE AT ELECTIONS**

The Nassau County Board of Elections currently recommends that Villages, School Districts, and Special Districts rent one (1) DS200 for every two thousand five hundred (2,500) voters per polling place/location that they believe will be casting ballots in their election. This number is recommended due to the capacity of the ballot tote bins currently used by the Nassau County Board of Elections as well as the speed with which ballots are scanned, tabulated, and cast by the DS200. The Board of Elections recommends that the Village, School District, or Special District review voter turnout by polling place/location and by year to properly anticipate and estimate what the voter turnout will be for the election in question to determine the total number of machines necessary to be rented. Additionally, the Board recommends that, whenever possible and where machines are not specific to particular voter districts within a polling place, multiple machines be made available at each polling place/location to prevent the need to utilize the emergency ballot bin for casting votes in the event of a ballot jam or machine breakdown.

The Nassau County Board of Elections currently recommends that Villages, School Districts, and Special Districts rent one (1) AutoMark ballot marking device for every polling place/location that is utilized in their election.

The recommendations above do not preclude Villages, School Districts, or Special Districts from renting more or less DS200 scanners or AutoMark ballot marking devices, and the Board of Elections will make as many machines available to each Village, School, or Special District as possible, barring the Board's inability to do so due to its requirements in administering elections under the Constitution of the United States of America, the New York State Constitution and the Election Law of the State of New York.

TOTAL NUMBER OF DS200 SCANNERS TO BE RENTED: \_\_\_\_\_

TOTAL NUMBER OF AUTOMARK BALLOT MARKING DEVICES TO BE RENTED: \_\_\_\_\_

**SCHEDULE B**

**FEEES ASSOCIATED WITH BOARD OF ELECTIONS SERVICES AND USE OF ELECTRONIC VOTING MACHINES**

<b>ITEM</b>	<b>COST</b>	<b>ACCESSORIES/NOTES</b>
<b>DS200 Scanner &amp; Tabulator</b>	<b>\$300</b>	<b>PER MACHINE (2 memory sticks, programming &amp; testing included)*</b>
<b>AutoMark Ballot Marking Device</b>	<b>\$150</b>	<b>PER MACHINE (1 compact flash card, programming &amp; testing included)*</b>
<b>PDF Ballot Files</b>	<b>\$50</b>	<b>1 machine ballot &amp; 1 absentee ballot</b>
<b>Inspector Training</b>	<b>\$25</b>	<b>Per inspector per class not certified by the Board of Elections who will be interacting with the machine</b>
<b>DS200 Keys</b>	<b>N/A</b>	<b>1 set per DS200*</b>
<b>AutoMark Keys</b>	<b>N/A</b>	<b>1 set per polling place*</b>

**\*If any materials are not returned to the Board of Elections, you will be charged the full cost of replacing the missing items**

**RIDER TO LEASE**

LANDLORD: LAWRENCE UNION FREE SCHOOL DISTRICT  
TENANT: SHULAMITH SCHOOL FOR GIRLS  
DATED: December 31, 2018  
PREMISES: Elementary School 05, 305 Cedarhurst Avenue  
Cedarhurst, New York 11516

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37. **RENTAL:**

(a) The rental during the term of this Lease shall be and is hereby agreed to be FIVE HUNDRED SEVENTY-FIVE THOUSAND (\$575,000.00) DOLLARS per annum, to be paid in full prior to July 31<sup>st</sup>, together with increases and items of additional rent hereinafter set forth, which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, without any set—off or deduction whatsoever. During the first year of the lease term (“Initial Term”), rent shall be paid as follows: Five Hundred Seventy Five Thousand (\$575,000.00) Dollars by July 31, 2019.

(b) Subject to and in accordance with the provisions of this paragraph numbered “37,” and provided that at the time in question the Tenant under this Lease is the Named Tenant, Tenant shall have the right ("Tenant's Renewal Right") to extend the Initial Term with respect to the Demised Premises for a period of one (1) year (the "Renewal Term"). Tenant's Renewal Right shall apply and be exercisable only if: (i) no material monetary Tenant default has occurred and is continuing at the time of exercise of Tenant's option under this Article or on the expiration date of the Initial Term, and (ii) the Named Tenant shall be in actual occupancy of the



Demised Premises at the time of exercise of its option under this paragraph “numbered 37” and on the expiration date of Initial Term.

(c) Subject to the provisions of this paragraph numbered “37,” the Renewal Term shall commence on the date immediately following the expiration of the Initial Term (the "Renewal Term Commencement Date.") and shall expire on the day preceding the first anniversary of the Renewal Term Commencement Date (the "Renewal Term Expiration Date"), unless the Renewal Term shall sooner end pursuant to any of the terms, covenants or conditions of this Lease or pursuant to law. Tenant must give Landlord written notice (a "Renewal Notice") of Tenant's intention to exercise Tenant's Renewal Right to extend the Term for the period of the Renewal Term no later than June 15, 2020 (the "Renewal Term Notice Date"), as to which date time is of the essence. Upon the giving of the Renewal Term Notice, subject to the provisions of paragraph numbered “67” and the other provisions of this paragraph numbered “37,” the Term of the Lease shall be extended without execution or delivery of any other or further document, with the same force and effect as if the Renewal Term had originally been included in the Initial Term. All of the terms, covenants and conditions of the Lease shall continue in full force and effect during the Renewal Term, except as herein specifically set forth.

(d) The Renewal Term shall be upon all of the terms and conditions set forth in this Lease, except that rent for the Renewal Term shall be payable as follows: SIX HUNDRED THOUSAND (\$600,000.00) DOLLARS on or before July 1, 2020.

(e) Subject to and in accordance with the provisions of this paragraph numbered “37,” and provided that at the time in question the Tenant under this Lease is the Named Tenant, Tenant shall have the right ("Tenant's Renewal Right") to extend the Renewal Term with respect to the Demised Premises for a period of one (1) year (the "Second Renewal Term"). Tenant's Second Renewal Right shall apply and be exercisable only if: (i) no material monetary Tenant default has occurred and is continuing at the time of exercise of Tenant's option under this Article or on the expiration date of the Renewal Term, and (ii) the Named Tenant shall be in actual occupancy of the Demised Premises at the time of exercise of its option under this paragraph “numbered 37” and on the expiration date of Renewal Term.

(f) Subject to the provisions of this paragraph numbered “37,” the Second Renewal Term shall commence on the date immediately following the expiration of the Renewal Term (the "Second Renewal Term Commencement Date.") and shall expire on the day preceding the first anniversary of the Second Renewal Term Commencement Date (the "Second Renewal Term Expiration Date"), unless the Second Renewal Term shall sooner end pursuant to any of the terms, covenants or conditions of this Lease or pursuant to law. Tenant must give Landlord written notice (a "Second Renewal Notice") of Tenant's intention to exercise Tenant's Second Renewal Right to extend the Term for the period of the Second Renewal Term no later than June 15, 2021 (the "Second Renewal Term Notice Date"), as to which date time is of the essence. Upon the giving of the Second Renewal Term Notice, subject to the provisions of paragraph numbered “67” and the other provisions of this paragraph numbered “37,” the Term of the Lease shall be extended without execution or delivery of any other or further document, with the same force and effect as if the Second Renewal Term had originally been included in the Initial Term.

All of the terms, covenants and conditions of the Lease shall continue in full force and effect during the Second Renewal Term, except as herein specifically set forth.

(g) The Second Renewal Term shall be upon all of the terms and conditions set forth in this Lease, except that rent for the Second Renewal Term shall be payable as follows: SIX HUNDRED THOUSAND (\$600,000.00) DOLLARS on or before July 1, 2021.

(h) Anything herein to the contrary notwithstanding, the premises herein demised are demised for the whole term with the whole amount of rent herein reserved due and payable at the time of making of this Lease, and that the provisions herein contained for the payment of said rent in annual installments are for the convenience of Tenant only, and that, upon default in payment of the rent in annual installments as herein allowed, and then the whole of the rent hereby reserved for the whole of said term and then remaining unpaid shall at once become due and payable without any notice or demand.

(i) The parties agree that the Tenant shall not be and is not entitled to any credit or reduction of rent based upon any renovation and/or alteration and/or remediation whatsoever allegedly performed by Tenant at the Demised Premises prior to the execution of this Lease.

38. **INTENTIONALLY OMITTED**

39. **INTENTIONALLY OMITTED**

40. **LICENSES - PERMITS:** Tenant agrees that it will not do anything in or about the premises that will impair or adversely affect any of the permits or licenses issued by the various governmental agencies and departments, whether they may be local, state, federal or county, having jurisdiction over the operation and conduct of the premises. Landlord and Tenant acknowledge that the existing Certificate of Occupancy has been issued by the New York State Education Department (NYSED) and is sufficient for Tenant's use. In the event the existing Certificate of Occupancy expires during the term of the Lease, Landlord agrees to use its best efforts to obtain a new Certificate of Occupancy from NYSED or any other governmental agency requiring such certificate. Except to the extent Landlord must use its best efforts to obtain a new Certificate of Occupancy, if necessary, it is expressly understood and agreed that Landlord is not and shall not be under any liability or responsibility whatsoever to obtain any variances or variations, special permits and/or special exceptions or any discretionary land use or permit approval or authorization from the provisions of any law, statute or ordinance of any governmental authority having jurisdiction of said premises with respect to Tenant's use thereof; nor shall the Landlord be under any liability or responsibility in respect of any licenses or permits for the conduct by Tenant of its business in said Demised Premises. Tenant shall maintain, renew and obtain any licenses or permit necessary for the conduct of Tenant's business in the Demised Premises. Tenant agrees to hold the Landlord harmless for any failure to comply with the use provisions of the Lease. Moreover, the failure to obtain all required approvals, permits, licenses to operate the Demised Premises for the purposes set forth on page one (1) of the printed form within three (3) months of the expiration of the Certificate of Occupancy shall constitute a default under this Lease unless Tenant is continuing to use diligent efforts to obtain

such Certificate of Occupancy. Landlord shall cooperate with Tenant in connection with obtaining such Certificate of Occupancy and/or renewing the existing Certificate of Occupancy.

41. **NEW YORK BOARD OF FIRE UNDERWRITERS:** Tenant shall promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters for the prevention of fires at Tenant's own expense for any work performed by Tenant.

42. **WAIVER:** The waiver by Landlord of any breach of any covenant, condition or stipulation contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation of this Lease, nor shall it affect or prejudice any of Landlord's rights and remedies hereunder.

43. **CONDITION OF PREMISES:** Tenant represents that the subject premises have been fully inspected and thoroughly examined by or on behalf of Tenant and that Tenant is fully acquainted and familiar with the physical condition thereof. Landlord has not made and does not make any representation or warranty whatsoever as to the physical condition, expenses, operation or any other matter or thing affecting or related to said Demised Premises, except as is herein specifically provided.

Tenant agrees that it is the responsible party to repair any damage which it causes to the systems (plumbing, hearing, electrical, air conditioning, et. al.), as well as to any and all

structures or improvements, once it is in possession of the subject premises but Tenant shall otherwise have no affirmative duty to maintain the same to any standards.

44. **UTILITIES AND UTILITY SYSTEMS:** Tenant shall be solely responsible for and shall fully pay for any and all utilities used on or by the Demised Premises, and shall maintain, repair and replace the air conditioning, heating and utility systems so as to keep said systems in working order, including, but not limited to, water, oil, gas, electric, air conditioning and heating services and systems.

Tenant shall be solely responsible for and shall fully pay for the cost of the installation and maintenance of any meters necessitated hereunder and shall be solely responsible for and fully pay any and all security deposits, costs, expenses, charges and bills rendered for such usage thereunder. On default of making such payments, Landlord may make same and collect same from Tenant as additional rent.

Both the Landlord and representatives of the various utility companies shall have the absolute right to enter upon the subject premises for the purpose of inspecting the utility systems and meters.

45. **REAL ESTATE TAXES AND ASSESSMENTS:**

(a) Landlord and Tenant acknowledge that the Demised Premises is currently exempt from real estate taxes and assessments owing to Landlord's status as a government instrumentality. In the event Tenant must separately apply for tax-exemptions, Landlord agrees

to cooperate with Tenant and use its best efforts to obtain such exemptions from the applicable government agency. If, however, Tenant is unable to secure tax-exempt status, Tenant shall pay as "additional rent" ONE HUNDRED (100%) PERCENT of any real estate taxes which may be assessed against and payable from the Demised Premises.

(b) In the event that there may be any assessments levied against the Demised Premises during the term hereof, the full amount shall also be deemed "additional rent" and shall be payable by Tenant in the same manner as taxes, provided, however, that if any such assessment is payable in installments, Tenant shall only be required to pay Tenant's share of such installments as fall due within the term thereof.

(c) Tenant shall pay any such "additional rent" within THIRTY (30) DAYS after receipt by Tenant of a bill from Landlord for such "additional rent" accompanied by copies of the tax bills and Landlord's computation of the amount due.

(d) In the event that any "additional rent" for taxes or assessments shall become due from Tenant, Landlord shall bill Tenant for same as above provided and such amount shall be paid as provided above. In addition, however, thereafter commencing with the first month after the increase has been established, Tenant shall pay as "additional rent" together with the monthly rent, an amount equal to one-twelfth of such increase so as to provide a fund for Landlord with which to pay the next tax payment becoming due thereafter. Landlord shall render statements to Tenant covering such advanced tax payments, and as the taxes change in amount, shall make

appropriate adjustments. These advanced tax payments shall be handled by Landlord in the same manner as lending institutions handle tax escrow accounts.

(e) If the method of real estate taxation now in force in the State of New York shall be changed so that taxes are no longer levied in whole or in part against the Demised Premises, but are transferred in effect, to income of the Landlord or to some other means assessable against the Landlord, then Tenant agrees to pay in the same proportions as the real estate taxes above mentioned. If such taxes are transferred to the income of Landlord, Tenant's share shall be computed and paid as if this property were the sole property owned by Landlord.

46. **WATER AND SEWER TAX:** Tenant agrees and shall be solely responsible for and pay all sewer and water tax bills or utility charges which may be applicable to the Demised Premises, as “Additional Rent”.

(a) Tenant shall pay such “Additional Rent” within THIRTY (30) DAYS after receipt by Tenant of a bill from Landlord for such “Additional Rent” accompanied by copies of the sewer and water tax bills and Landlord’s computation of the amount due.

(b) In the event that any “Additional Rent” for sewer and water taxes shall become due from Tenant, Landlord shall bill Tenant for same as above provided and such amount shall be paid as provided above. Tenant is not responsible to pay any interest and/or penalties assessed against the Landlord due to the Landlord’s non-payment of the sewer and



water taxes when due. For any partial year of the lease term, Landlord agrees that the sewer and water taxes will be pro-rated accordingly.

47. **HOLDOVER:** Upon the expiration or termination of the term of this Lease, in the event Landlord shall accept rent payment for a period beyond such termination or expiration, the acceptance of such rent shall not be deemed to create any tenancy or continued right to occupy the Demised Premises, other than a month-to-month tenancy; and the use and occupancy therefore shall be ONE HUNDRED TWENTY-FIVE (125%) PERCENT of the last annual rent in effect, pro-rated on a monthly basis.

48. **FIRE AND LIABILITY INSURANCE:**

(a) Notwithstanding any terms, conditions or provisions, in any other writing between the parties, Tenant hereby agrees to effectuate the naming of Landlord as an additional insured on Tenant's insurance policies.

(b) The policy naming Landlord as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secure" or better, New York State admitted insurer;
- Landlord shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with Landlord.
- State that Tenant's coverage shall be primary and non-contributory coverage for the Landlord, its Board, employees and volunteers.

(c) Tenant agrees to indemnify Landlord for any applicable deductibles and self-insured retentions.

(d) Required Insurance:

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate on a per location basis; \$300,000 damage to rented premises each occurrence limit.

- **Excess Insurance**

\$2,000,000 each occurrence and aggregate on a “follow-form” basis.

- **Property Insurance**

Coverage for Tenant’s business personal property, improvements and betterments and extra expense. The deductible shall not exceed \$2,500.00. The policy shall contain a waiver of subrogation in favor of Landlord.

(e) All policies of insurance shall have attached thereto endorsements that:

1. The insurance as to the interest of Landlord shall not be invalidated by any act or neglect of Tenant; and

2. The insurance carrier waives all rights of subrogation against Landlord with respect to losses insured under any such policy of policies; and

3. Any mortgagee shall be named as additional insured, provided that Tenant receives notice of the name and address of the mortgagee from the Landlord.

(f) Tenant acknowledges that failure to obtain such insurance on behalf of Landlord constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to Landlord. Tenant is to provide Landlord with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

(g) At Landlord's request, the contractor shall provide a copy of the declaration page of the liability policy with a list of endorsements. If so requested, the contractor will provide a copy of the policy endorsements

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

49. **LEGAL ACTIONS AND SUMMARY PROCEEDINGS:** If Tenant fails to comply with each of said terms, covenants and conditions of this Lease (following reasonable prior notice and an opportunity to cure) or does anything whatsoever to require Landlord to take legal action, repair, or re-rent said premises, then Tenant herein agrees to pay all of Landlord's costs and expenses therefore plus reasonable attorney's fees. Should the claim of Landlord be for money damages, the attorneys' fees for which Tenant shall be responsible shall be that fixed by the Court as reasonable attorneys' fees for the action or proceeding involved. Said fees, costs and disbursements shall be deemed additional rent hereunder due immediately.

50. **LATE CHARGES:** In the event that any payment due to Landlord under or pursuant to this Lease shall not be received by Landlord within FIVE (5) days after same shall become due, Landlord shall be entitled to, as additional rent, the sum of TWO (\$0.02) CENTS per month on each dollar or part thereof which said additional charge shall be for the purpose of defraying Landlord's expense incidental to the handling of such delinquent sum(s). Tenant shall be in default of this Lease, if it fails to make payment within FIVE (5) days of the due date for any payment to Landlord required under this Lease.

In no contingency or event whatsoever shall the interest rate computed or charged hereunder exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such interest rate computed, charged or collected hereunder shall exceed the highest rate permissible by law, then and in that event, the interest rate hereinabove referred to shall be deemed to have been reduced to such highest permissible rate and any excess thereof shall either be returned to the Tenant or, at the Landlord's option, credited to such other indebtedness of the Tenant to the Landlord which may then exist. In the event that any one or more of the provisions contained in this Lease shall be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall be in any way be affected or impaired thereby.

51. **ALTERATIONS:** a. In addition to provisions of this Lease, and notwithstanding anything contained herein to the contrary, Tenant shall not make any alterations to the Demised Premises that require municipal or governmental review or approval, without first securing the

prior written consent of Landlord. Landlord will not unreasonably withhold its consent for the Tenant to make alterations to the interior of its premises.

b. Any alterations to the Demised Premises shall comply with the requirements and have the approval of all municipal entities and agencies, including, but not limited to the Incorporated Village of Cedarhurst, the Town of Hempstead, the County of Nassau and the New York State Education Department and shall also be in compliance with the Americans With Disabilities Act.

c. All Tenant Alterations shall remain in the Demised Premises at the expiration or earlier termination of the term of the lease, and shall become the property of Landlord, without any compensation to Tenant.

d. Upon completion of any Alterations (or repairs), Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work.

e. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Tenant. Any lien not released by record of payment or posting of bond within thirty (30) days of filing may be remedied by Landlord, at its option, by such means as it shall deem proper. All sums paid and expenses incurred by Landlord in connection with this remedy shall be considered additional rent and shall be payable

by Tenant on demand with interest at fifteen percent (15%) per annum from the date incurred until the date paid.

f. Notwithstanding anything to the contrary herein, Landlord shall be responsible for all structural repairs (excluding air conditioning, heating and utility systems), unless such repairs are required because of acts or omissions of Tenant, its employees, contractors or invitees. Structural repairs shall include exterior walls, bearing walls, roof and foundation only.

52. **SIGNS:** Tenant shall have the right, without Landlord's consent, to install signs and posts bearing the name of the school on the interior and exterior of the Demised Premises so long as same is in good taste and complies with all municipal and governmental regulations.

53. **RESPONSIBILITIES FOR REPAIRS AND MAINTENANCE:** Tenant shall make and be responsible for all non-structural repairs and maintenance to the Leased Premises. Tenant shall quit and surrender the Leased Premises at the end of the lease term in good condition with ordinary wear and tear, casualty and permitted alterations excepted. If Tenant shall fail to perform maintenance, repairs or replacements as set forth herein, Landlord shall have the right, but not the obligation, after thirty (30) days prior written notice to Tenant, to perform the maintenance and repairs at Tenant's expense, and Tenant agrees to immediately reimburse Landlord for all payments, costs, or expenses in connection therewith.

54. **DAMAGE TO LEASED PREMISES:** In the event of damage by fire or other action of the elements to the Demised Premises, or any part thereof without the fault of Tenant or

of its agents and/or employees, and if the damage is so extensive as to amount practically to the total destruction of the Demised Premises, and if Landlord shall within a reasonable time decide not to rebuild, the Lease Agreement and Rider shall cease and come to an end, and the rent shall be apportioned to the time of the damage. If Landlord does not repair such damage within 90 days, then Tenant shall have the right to terminate this Lease and the rent shall be appropriately prorated. In all other situations where the Demised Premises is damaged by fire without the fault of the Tenant or of its agents and/or employees, Landlord shall repair the damage with reasonable dispatch after written notice of damage, or if the damage has rendered the Demised Premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitute reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Landlord's control.

55. **CUSTODIAL SERVICES:** Tenant shall, at its own cost and expense, provide any and all custodial services and refuse removal for the Leased Premises and shall keep the premises clean and in order at all times to the satisfaction of Landlord.

56. **FIRE AND BURGLAR ALARMS:** Tenant shall be responsible for routine maintenance of the fire and burglar alarm systems and for repair of any damage to such systems caused by Tenant, its employees, contractors or invitees. Landlord shall be responsible for any other required repair or replacement of the fire and burglar alarm systems. Tenant is required to set the alarm at times when the building is vacant or not in use.

57. **GRAFFITI:** Tenant shall be responsible for the prompt and expeditious removal of all graffiti at the Demised Premises.

58. **ENVIRONMENTAL LAWS:** Tenant, at its sole cost and expense, shall comply with all Environmental Laws, including but not limited to Environmental Laws concerning the removal and disposal of antifreeze, oil and other petrochemicals from the Demised Premises, and to the extent that it is required, to file any reports, notices or other communications or obtain any permits required by Environmental Law, Tenant shall supply Landlord with copies thereof.

(a) If Tenant receives any notice of an Environmental condition or violation of any Environmental Law affecting the premises (an “Environmental Complaint”), independently or from any person or entity, including, but not limited to, the New York State Education Department, the New York State Department of Environmental Conservation (“DEC”), the Nassau County Department of Health (“NCDH”) and/or the United States Environmental Protection Agency (“EPA”), or any other governmental or municipal agency, then Tenant shall give immediate oral and written notice of same to Landlord.

(b) Landlord shall have the right, but not the obligation, to exercise any of its rights as provided in this Lease to enter onto the premises or to take such actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with any hazardous materials, release, threatened release or environmental complaint, upon its obtaining knowledge of such matters independently or pursuant to receipt of any notice from any person or entity, including, the DEC and the EPA.



(c) Tenant shall indemnify and hold harmless Landlord and its directors, officers, shareholders, employees, successors, assigns, agents, contactors, sub-contractors, experts, licenses, affiliates, lessees, mortgagees, trustees, partners, principals and invitees (collectively, the indemnified parties), from and against any and all damages resulting from Tenant's affirmative violations of any Environmental Law.

(d) The provisions of this Paragraph 58 shall survive the expiration date or sooner termination of this Lease for one (1) year.

(e) Notwithstanding anything to the contrary contained herein, Tenant shall have no responsibility for any existing condition or violation.

59. **SUBORDINATION TO MORTGAGES, ESTOPPEL CERTIFICATES:**

This Lease shall be subject to and subordinate to any and all mortgages which may now affect the Demised Premises.

Tenant shall, without charge, at any time from time to time hereafter, within ten (10) business days after written request from the Landlord, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser or proposed mortgagee or proposed purchaser, or any other person specified in such request;

(a) as to whether this Lease has been supplemented or amended and if so, the substance and manner of such supplement or amendment;

(b) as to the validity and force and effect of this Lease in accordance with its tenor as then constituted;

(c) as to the existence of any default or event of default;

(d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party;

(e) as to the term commencement date and stated expiration dates; and

(f) as to any other matters as may be reasonably requested. Any such certificate may be relied upon by the party requesting it and any other person to whom the same may be exhibited or delivered and the contents of such certificate shall be binding on the party executing same. Tenant shall, in addition, within five (5) business days of the term commencement date, execute and deliver to Landlord a Tenant Estoppel Letter certifying and stating to those matters above referred to.

60. **COVENANT AGAINST LIENS:** Tenant shall neither create nor permit to be created or exist any lien(s) or encumbrances affecting the premises and shall discharge, promptly upon notice, any lien or encumbrance arising out of any act or omission of the Tenant. Except for

work and repairs to be performed by the Landlord, Landlord shall not in any way be liable for any work performed or to be performed at the premises for the Tenant or for any materials furnished or to be furnished at any time at the premises for or on behalf of the Tenant. Any mechanic's lien or other lien which shall not have been removed no later than thirty (30) days after written thereof shall have been provided to Tenant, shall constitute a material default of the Tenant's obligations under this Lease.

61. **PERMISSIVE CLAUSES**: Wherever it is provided herein that a party may perform an act or do anything, it shall be construed that the party may, but shall not be obligated to, so perform or so do.

62. **NO ORAL CHANGE**: This Agreement may not be changed or terminated orally. Any modification to this Agreement must be in writing signed by the parties.

63. **INVALIDITY OF PARTICULAR PROVISION**: If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of the Agreement shall be valid and be enforced to the full extent permitted by law.

64. **INDEMNITY**: Tenant agrees to and does hereby indemnify and save the Landlord harmless against any and all claims, demands, damages, costs and expenses, including

reasonable attorneys' fees for the defense thereof, arising from the conduct or management of the business conducted by Tenant in the Demised Premises, or from any breach or default on the part of Tenant, in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this lease, or from act or negligence of Tenant, its patrons, agents, contractors, servants, and employees in or about the Demised Premises. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord. Counsel chosen by the insurance companies shall be deemed satisfactory by all parties.

65. **BROKER:** Each party represents that it has not dealt with any broker in connection with this sale other than Greiner-Maltz, having its principal place of business at 185 Express Street, Plainview, New York ("Broker") and Landlord shall pay Broker any commission earned pursuant to a separate agreement between Landlord and Broker. Each party agrees to indemnify and save the other harmless from any and all liability, expense, loss, cost and damages that may arise by reason of any other brokerage claims or demands by reason of such party's acts and each party makes this covenant as an express inducement to the other, intending that the other party shall rely thereon in entering into this Lease.

66. **SNOW REMOVAL:** The Tenant shall be responsible for the removal of snow from the sidewalk in from of the premises which are the subject of this Lease. The term "snow" shall include any and additional debris which may constitute an obstruction, impediment or hazard on the sidewalk or in from of the entrance(s) to the leased premises.

67. **NOTICE:** Except as otherwise provided, no notice, request, consent, approval, waiver or other communication under this Agreement shall be effective unless same is in writing and is mailed by Certified or Registered Mail, Postage Prepaid, return receipt requested, or by (b) by commercial overnight carrier that guarantees next day delivery and provides proof of delivery:

(a) If to Landlord, then addressed as follows:

To: Superintendent of Schools  
Lawrence Union Free School District  
2 Reilly Road  
Cedarhurst, New York 11516

And to: Albert A. D'Agostino, Esq.  
Minerva & D'Agostino, P.C.  
107 South Central Avenue  
Valley Stream, New York 11580

(b) If to Tenant, then addressed as follows:

To: Shulamith School for Girls  
305 Cedarhurst Avenue  
Cedarhurst, New York 11516  
c/o Dov Hertz, Director

And to: David Blaivas, Esq.  
Blaivas & Associates, P.C.  
1430 Broadway, Suite 1603  
New York, New York 10018

(c) Such notice shall be deemed given on the date of delivery or of documented attempted delivery.

68. **RIGHT OF LANDLORD TO ENTER LEASED PREMISES:** Tenant agrees that the Landlord and its agents and other representatives shall have the absolute and unfettered right to

enter into and upon the Demised Premises, or any part thereof, at all reasonable hours after providing reasonable notice for the purposes of examining the same and in order to ensure Tenant's full compliance with the Lease Agreement and Rider.

69. **CAPTIONS AND HEADINGS:** The captions and headings throughout this Agreement are for convenience or reference only and the words contained therein shall in no way be held or deemed to define, limit, describe explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of the scope or intent of this Agreement, nor in any way affect this Agreement.

70. **SUCCESSORS AND ASSIGNS:** Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the parties and their respective successors, executors, administrators, personal representatives, heirs and assigns. Notwithstanding the foregoing, nothing contained in this paragraph shall be deemed to be in modification of the provisions of Paragraph "11" of the printed Lease, wherein Tenant, for itself, its heirs, its distributes, its executors, its administrators, its legal representatives, its successors and its assigns expressly covenants that it is not permitted to and shall not assign, mortgage or encumber this Agreement, nor underlet, or suffer or permit the Demised Premises or any part thereof to be used by others without the prior written consent of Landlord in each instance.

71. **LIMIT OF LIABILITY:** In any action by Tenant against Landlord, the parties hereto agree that Landlord's liability shall be limited to Landlord's interest in the property of which the Demised Premises are a part. The existence of this limitation shall not, however, entitle Tenant

in any such action to file a lis pendens against the Demised Premises, the premises of which the Demised Premises are a part, or Landlord's interest in said premises.

72. **GLASS:** Tenant shall be responsible for any glass and plate glass that is owned by Landlord located at the premises within the area of the building which is the subject of this Lease and Tenant shall have the right to obtain its own insurance in connection with the obligations relative to the repair and replacement of the broken glass located in the Demised Premises as set forth in this paragraph.

73. **RIDER TO SUPERSEDE INCONSISTENCIES IN PRINTED FORM:** If there be a conflict between the printed form and this Rider, the Rider shall prevail.

74. **CONSTRUCTION OF LANGUAGE:** The parties acknowledge that this Lease has been negotiated by both parties and the parties agree that for purposes of construction neither party is deemed to be the draftsman thereof.

75. **LEASE NOT EFFECTIVE IN THE ABSENCE OF FULL EXECUTION AND DELIVERY:** This Lease shall not be effective for any purpose unless and until the Landlord has executed and delivered to Tenant a fully executed counterpart hereof.

76. **AUTHORITY TO EXECUTE:** The parties represent, each for himself or itself, and to each other, that each signatory has their own power and authority to execute this Lease as a binding agreement, that any and all requisite corporate resolutions have been adopted at

meeting(s) duly noticed, and there are not other consents or approvals of any other person or entity required in order to effectuate such resolution. Each party further represents that each is represented by an attorney of his/her/their own choosing, that each party has read this Lease and that the terms and conditions herein contained have been fully explained to each party. Each party further represents and acknowledges that each party fully understands all of the terms and conditions herein set forth and their rights and obligations hereunder.

77. **EDUCATION LAW § 403-a:** This Lease Agreement and Rider are subject to approval and adoption of a resolution by the Board of Education of the Lawrence Union Free School District approving the Lease and Rider and to the provisions of New York Education Law § 403-a.

78. **QUIET ENJOYMENT:** Upon payment by Tenant of the rent herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the term of this Lease Agreement and Rider.

79. **TERMS:** Any singular word or term herein shall also be read as in the plural and any plural word or term herein shall also be read in the singular, whenever the sense of this Lease may or shall require it.

80. **INTENTIONALLY OMITTED**



80. **CONSTRUCTION**: The Landlord and Tenant acknowledge and specifically agree that this Lease (inclusive of the Rider annexed and made a part thereof) is a document which has been negotiated by both parties and the parties agree that for purpose of construction neither party is deemed to be the draftsman thereof and, further, that in the event of any ambiguity, no presumption or inference shall be drawn or shall result therefrom as to any party against whom such ambiguity shall be construed or inferred.

81. **CHOICE OF LAW**: This Lease shall be governed and construed in accordance with the laws of New York, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Lease, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York, excluding that State's choice-of-law principles.

82. **VENUE**: Any dispute arising under or in connection with this Lease or related to any matter which is the subject of this Lease shall be subject to the exclusive jurisdiction of the state courts located in Nassau County, New York. It is understood and acknowledged that the right to commence an action in any religious court or tribunal, including, but not limited to a Beth Din proceeding, against either party, its, members, trustees, successors or assigns, is hereby expressly waived.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on the day and year first above written.

WITNESSETH:

LAWRENCE UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_  
Murray Forman, President

SHULAMITH SCHOOL FOR GIRLS

By: \_\_\_\_\_  
Dov Hertz, Director



Owner's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorney's fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Owner to prosecution for a criminal offense or constitute a default under any lease or mortgage under which Owner may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Owner to any liability or responsibility to any person or for property damage. Tenant shall not keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties, or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article and if by reason of such failure the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgement, to absorb and prevent vibration, noise and annoyance.

affecting

**Subordination:** 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

**Property Loss, Damage Reimbursement Indemnity:**

8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to Owner's own acts, Owner shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any sub-tenant, and any agent, contractor, employee, invitee or licensee of any sub-tenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

**Destruction, Fire and Other Casualty:**

9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner (or sooner reoccupied in part by Tenant then rent shall be apportioned as provided in subsection (b) above), subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant, given within 90 days after such fire or casualty, or 30 days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall

not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and moveable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d), and (e) above, against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefiting from the waiver shall pay such premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

**Eminent Domain:**

10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease and assigns to Owner, Tenant's entire interest in any such award. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixture and equipment at the end of the term and provided further such claim does not reduce Owner's award.

**Assignment, Mortgage, Etc.:**

11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representative, successor and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate Tenant or the majority partnership interest of a partnership Tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

**Electric Current:**

12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

**Access to Premises:**

13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Owner may elect to perform. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein provided they are concealed within the walls, floor, or ceiling. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the



Rider to be added if necessary.

same to prospective tenants. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder.

**Vault, Vault Space, Area:** 14. No Vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

**Occupancy:** 15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Tenant agrees to accept the same subject to violations, whether or not of record.

**Bankruptcy:** 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Owner by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above. including

**Default:** 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under §235 of Title 11 of the U.S. Code (bankruptcy code); or if Tenant shall fail to move into or take possession of the premises within thirty (30) days after the commencement of the term of this lease, then, in any one or more of such events, upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within such fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Owner may serve a written five (5) days' notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives

the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

**Remedies of Owner and Waiver of Redemption:**

18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

**Fees and Expenses:**

19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, after notice if required and upon expiration of any applicable grace period if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder. If Owner, in connection with the foregoing or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding, and prevails in any such action or proceeding then Tenant will reimburse Owner for such sums so paid or obligations incurred with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefor. If Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner, as damages.

**Building Alterations and Management:**

20. Owner shall have the right at any time without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenants making any repairs in the building or any such alterations, additions and improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of such controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

**No Representations by Owner:**

21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement

permitted alterations

its current as-is

hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

**End of Term:** 22. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this Lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

**Quiet Enjoyment:** 23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 31 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

**Failure to Give Possession:** 24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease except the obligation to pay the fixed annual rent set forth in the preamble to this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

**No Waiver:** 25. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

**Waiver of Trial by Jury:** 26. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession including a summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding including a counterclaim under Article 4 except for statutory mandatory counterclaims.

**Inability to Perform:** 27. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment, fixtures, or other materials if Owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever including, but not limited to, government preemption or restrictions or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions which have been or are affected, either directly or indirectly, by war or other emergency.

**Bills and Notices:** 28. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the

building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

**Services Provided by Owners:** 29. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall provide: (a) necessary elevator facilities on business days from 8 a.m. to 6 p.m. and have one elevator subject to call at all other times; (b) heat to the demised premises when and as required by law, on business days from 8 a.m. to 6 p.m.; (c) water for ordinary lavatory purposes, but if Tenant uses or consumes water for any other purposes or in unusual quantities (of which fact Owner shall be the sole judge), Owner may install a water meter at Tenant's expense which Tenant shall thereafter maintain at Tenant's expense in good working order and repair to register such water consumption and Tenant shall pay for water consumed as shown on said meter as additional rent as and when bills are rendered; (d) cleaning service for the demised premises on business days at Owner's expense provided that the same are kept in order by Tenant. If, however, said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner reasonably satisfactory to Owner and no one other than persons approved by Owner shall be permitted to enter said premises or the building of which they are a part for such purpose. Tenant shall pay Owner the cost of removal of any of Tenant's refuse and rubbish from the building; (e) If the demised premises are serviced by Owner's air conditioning/cooling and ventilating system, air conditioning/cooling will be furnished to tenant from May 15th through September 30th on business days (Mondays through Fridays, holidays excepted) from 8:00 a.m. to 6:00 p.m., and ventilation will be furnished on business days during the aforesaid hours except when air conditioning/cooling is being furnished as aforesaid. If Tenant requires air conditioning/cooling or ventilation for more extended hours or on Saturdays, Sundays or on holidays, as defined under Owner's contract with Operating Engineers Local 94-94A, Owner will furnish the same at Tenant's expense. RIDER to be added in respect to rates and conditions for such additional service; (f) Owner reserves the right to stop services of the heating, elevators, plumbing, air-conditioning, electric, power systems or cleaning or other services, if any, when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Owner for as long as may be reasonably required by reason thereof. If the building of which the demised premises are a part supplies manually operated elevator service, Owner at any time may substitute automatic control elevator service and proceed diligently with alterations necessary therefor without in any wise affecting this lease or the obligation of Tenant hereunder.

**Captions:** 30. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provisions thereof.

**Definitions:** 31. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, bootblack or other stand, barber shop, or for other similar purposes or for manufacturing. The term "Owner" means a landlord or lessor, and as used in this lease means only the owner, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days as observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

**Adjacent Excavation-Shoring:** 32. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

**Rules and Regulations:** 33. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Owner within fifteen (15) days after the giving of notice thereof. Nothing


~~in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.~~

~~a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.~~

**Security:** 34. Tenant has deposited with Owner the sum of \$ \_\_\_\_\_ as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to

**Estoppel Certificate:** 35. Tenant, at any time, and from time to time, upon at least 10 days' prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this Lease, and, if so, specifying each such default.

**Successors and Assigns:** 36. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

 Space to be filled in or deleted. See Rider annexed hereto and made a part hereof. In the event of any inconsistency between the Rider and the printed form contract, the provision of the Rider shall control and shall supercede the printed form.

**In Witness Whereof**, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner: .....

Witness for Tenant: .....

**ACKNOWLEDGEMENTS**

**CORPORATE OWNER**  
STATE OF NEW YORK, ss.:  
County of \_\_\_\_\_  
  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he resides in \_\_\_\_\_; that he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument, as OWNER; that he knows the seal of said corporation; the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

**CORPORATE TENANT**  
STATE OF NEW YORK, ss.:  
County of \_\_\_\_\_  
  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he resides in \_\_\_\_\_; that he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument, as TENANT; that he knows the seal of said corporation; the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

**INDIVIDUAL OWNER**  
STATE OF NEW YORK, ss.:  
County of \_\_\_\_\_  
  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_ to be known and known to me to be the individual described in and who, as OWNER, executed the foregoing instrument and acknowledged to me that \_\_\_\_\_ he executed the same.

**INDIVIDUAL TENANT**  
STATE OF NEW YORK, ss.:  
County of \_\_\_\_\_  
  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_ to be known and known to me to be the individual described in and who, as TENANT, executed the foregoing instrument and acknowledged to me that \_\_\_\_\_ he executed the same.

**GUARANTY**

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Owner making the within lease with Tenant, the undersigned guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the covenants, conditions and agreements, therein provided to be performed and observed by Tenant, including the "Rules and Regulations" as therein provided, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assertion by Owner against Tenant of any of the rights or remedies reserved to Owner pursuant to the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease and during any period when Tenant is occupying the premises as a "statutory tenant." As a further inducement to Owner to make this lease and in consideration thereof, Owner and the undersigned covenant and agree that in any action or proceeding brought by either Owner or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the terms of this lease or of this guarantee that Owner and the undersigned shall and do hereby waive trial by jury.

Dated: ..... 19 .....

Guarantor

Witness

.....  
Guarantor's Residence

.....  
Business Address

.....  
Firm Name

STATE OF NEW YORK ) ss.:

COUNTY OF )

On this day of , 19 , before me personally came ..... to me known and known to me to be the individual described in, and who executed the foregoing Guaranty and acknowledged to me that he executed the same.

.....  
Notary



**IMPORTANT - PLEASE READ**



**RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 33.**

- The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress or egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sideguards. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish.
- The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose clerks, agents, employees or visitors, shall have caused it.
- No carpet, rug or other article shall be hung or shaken out of any window of the building and no Tenant shall sweep or throw or permit to be swept or thrown from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building and Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors, and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any bicycles, vehicles, animals, fish, or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
- No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Owner.
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the demised premises or the building or on the inside of the demised premise if the same is visible from the outside of the premises without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Owner may remove same without any liability, and may charge the expense incurred by such removal to Tenant or Tenants violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Tenant by Owner at the expense of such Tenant, and shall be of a size, color and style acceptable to Owner.
- No Tenant shall mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
- No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his Tenancy, restore to Owner all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys, so furnished, such Tenant shall pay to Owner the cost thereof.
- Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours

and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the lease or which these Rules and Regulations are a part.

9. Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall cooperate to prevent the same.

10. Owner reserves the right to exclude from the building all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom any Tenant requests same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Owner for all acts of such persons. Tenant shall not have a claim against Owner by reason of Owner excluding from the building any person who does not present such pass.

11. Owner shall have the right to prohibit any advertising by any Tenant which in Owner's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.

12. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the demised premises.

13. If the building contains central air conditioning and ventilation, Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by Owner with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours, Tenant shall give notice in writing to the building superintendent prior to 3:00 p.m. in the case of services required on week days, and prior to 3:00 p.m. on the day prior in case of after hours service required on weekends or on holidays. Tenant shall cooperate with Owner in obtaining maximum effectiveness of the cooling system by lowering and closing venetian blinds and/or drapes or curtains when the sun's rays fall directly on the windows of the demised premises.

14. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Owner's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto and shall be done during such hours as Owner may designate.

15. Refuse and Trash. (1) Compliance by Tenant. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles reasonably approved by Owner. Such separate receptacles may, at Owner's option, be removed from the demised premises in accordance with a collection schedule prescribed by law. Tenant shall remove, or cause to be removed by a contractor acceptable to Owner, at Owner's sole discretion, such items as Owner may expressly designate. (2) Owner's Rights in Event of Noncompliance. Owner has the option to refuse to collect or accept from Tenant waste products, garbage, refuse or trash (a) that is not separated and sorted as required by law or (b) which consists of such items as Owner may expressly designate for Tenant's removal, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Owner. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 15, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Owner.

Address

Premises

TO

STANDARD FORM OF

Office Lease



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19

Dated

Rent Per Year

Rent Per Month

Term From To

Drawn by .....

Checked by .....

Entered by .....

Approved by .....