

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

**ANNUAL ORGANIZATIONAL MEETING  
MIDDLE SCHOOL CAFETERIA  
8:00 PM, Thursday July 3, 2014**

**AGENDA**

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

**II. APPOINTMENTS**

- A. Appointment of Temporary Chairperson for the purpose of electing officers.
- B. Election of President and Vice-President for 2014-2015/ Swearing in of Officers
- C. Schedule of Annual Appointments (**Enclosure**)

**III. DISTRICT DESIGNATIONS – 2014-2015**

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

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

- 1. TD Bank
- 2. The J.P. Morgan Chase Bank

District Funds Other Than Payroll

**BE IT FURTHER RESOLVED**, that District funds in said depositories are subject to withdrawal on checks signed by the Treasurer;

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

Payroll Account

**BE IT FURTHER RESOLVED**, that checks on the Payroll Account may be signed manually or by machine by the Treasurer signing alone; and

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

All Accounts

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

**BE IT FURTHER RESOLVED**, that the Accountant, and Account Clerk be allowed to utilize available electronic technology to make the following transactions:

Transfers between Lawrence Union Free School District accounts within and between approved depositories, NYSLRS-Office of the Comptroller; Capital One; Omni Group; JJ Stanis and Co. Inc.; Peninsula Public Library, IMS, K12 Enterprises, NEFCU (Nassau Educators Federal Credit Union) and Triad Group LLC., NeoPost, Utilities (LIPA, National Grid, NY Water) Verizon, and TANS.

**BE IT FURTHER RESOLVED**, that the Payroll Clerk be allowed to utilize available electronic technology to make the following transfers for the payment of withholding taxes to the Electronic Federal Tax Payment System (EFTPS) & NYS Prompt Tax.

- B. Designation of newspapers to receive legal notices for publication: Newsday, Long Island Business News and Nassau Herald

#### IV. AUTHORIZATIONS

- A. Certify Payroll

**BE IT RESOLVED**, that the Superintendent of Schools is hereby authorized to certify payroll for the 2014-2015 school year.

- B. Establish petty cash funds in the schools of the District: \$100 each Elementary School, Middle School, High School, and Business Office. Custodians of the funds shall be designated by the administrator of the building or office where said funds shall be established. Such designee shall be submitted by name to the Superintendent of Schools no later than September 3, 2014.

- C. Authorization to each of the following individuals to open and publicly read bids: Purchasing Agent, Accountant, and Superintendent as an alternate.

- D. Budget Transfers

**BE IT RESOLVED**, that the Superintendent of Schools is hereby authorized to make transfers up to a limit of \$25,000 within and between unit appropriations as prescribed by the regulations of the Commissioner of Education.

**BE IT RESOLVED**, that the Superintendent of Schools is hereby authorized to make all end-of-year transfers as deemed necessary.

**BE IT RESOLVED**, that all purchase orders above \$50,000 shall be presented to the Board of Education for approval.

- E. **BE IT RESOLVED**, that the Superintendent, Board President and the District Clerk be authorized to execute and sign contracts for health services between the Lawrence Union Free School District and other local districts for the 2014-2015 school year.

- F. **BE IT RESOLVED**, that the Superintendent of Schools is hereby authorized to approve staff conferences as allocated in the 2014-2015 budget.

- G. **BE IT RESOLVED**, that the District designates the District Clerk as the individual for submission of legal proceedings to the District insurance carrier upon notification.

## V. OFFICIAL UNDERTAKINGS (BONDS)

**BE IT RESOLVED** that the following be bonded in the amounts shown: Treasurer (\$1 Million), Accountant (\$2.2 Million), Claims Auditor (\$500,000), (2) Extra-Classroom Activity Treasurer (\$250,000).

## VI. OTHER NECESSARY RESOLUTIONS

- A. Establishment of Civil Service Substitute Rates (**Enclosure**)
- B. Appointments - Pursuant To Part 200 of the Commissioner's Regulations and IDEA 2014-2015 (**Enclosure**)
- C. Reimbursement for District Approved Travel at Rate Established by IRS

**RESOLVED**, the reimbursement of mileage expense rate for 2014-2015 will be at the rate set by the Internal Revenue Service.

- D. Selection and Notification of Impartial Hearing Officers

**BE IT RESOLVED**, that the District Clerk shall use the rotational list of Impartial Hearing Officers as presented and in the order they appear on the State Education Department Website. The next Impartial Hearing Officer appearing on the State Education Department rotational list of the Website shall be notified immediately of our request for an impartial hearing. Within 24 hours the Impartial Hearing Officer must indicate a willingness to serve as an impartial hearing officer for Lawrence School District matters or the next hearing officer will be notified.

- E. Resolution to Appoint Impartial Hearing Officers

To be in compliance with the State Education Department Laws regarding impartial hearings and the appointments of hearing officers, the Board of Education is mandated to appoint the Impartial Hearing Officer within 24 hours of the Hearing Officer accepting an assignment. Therefore;

**BE IT RESOLVED**, the Board of Education of the Lawrence Union Free Schools District hereby elects to authorize the President of the Board of Education, or in his/her absence the Vice President of the Board of Education, as its designated Board member for the purpose of approving the appointment of an Impartial Hearing Officer from the Rotational List provided by the State Education Department.

- F. Re-adoption of all Policies and Code of Ethics in effect during previous year: Implied in Education Law 1709, 2503

## VII. REPORTS AND PRESENTATIONS

- A. Superintendent's Update
- B. Final Presentation of Policies to be adopted
  1. Policy 5620 – Inventory Tracking
  2. Policy 4860 – Use of Films and Other Media

**VIII. BUSINESS/FINANCE ITEMS (Enclosures)**

- A. Treasurer's Report – May 2014
- B. Budget Transfers Over \$25,000 – (None)
- C. Bids

<b>Vendor</b>	<b>Purpose</b>	<b>Amount</b>	<b>Recommendation</b>
Various	Athletic Supplies	\$87,010.92	Approve
Sam Tell and Son Inc.	Food Service Equipment	\$69,283.91	Approve
Jade Music	Musical Supplies	\$15,566.95	Approve
Advantage Music	Rental of Musical Instruments	\$984 (for the rental of 17 instruments)	Approve
Gil Breines Music	Repair of Musical Instruments (STRINGS)	\$2079.05 (150 string instrument repairs)	Approve
Advantage Music	Repair of Musical Instruments (BRASS/WOODWIND)	\$1528 (61 brass/woodwind instrument repairs)	Approve
Advantage Music	Sheet Music	38.1% discount	Approve
Full Service Contracting	Small General Construction (Time and Materials)	Cost Per Man Hour/Mechanic: \$97.50 Cost Per Man Hour/Apprentice: \$85.00 Mark Up: 15%	Approve

- D. Encumbrances Over \$50,000
  - 1. CORE BTS, \$102,960.68, WiFi equipment, #2 and #5 Schools
  - 2. Cullen & Danowski, \$56,000, auditing services, 2014-2015
  - 3. Inc. Village of Cedarhurst, \$120,000, sewer rental, 2014-2015
  - 4. NYSIR, \$557,294, insurance coverage, 2014-2015
  - 5. Triad Brokerage Service, Workers Compensation Insurance, \$64,440, 2014-2015
  - 6. US Postal Service, \$50,000, postage, 2014-2015
  - 7. Whitsons, \$853,550, food service, 2014-2015
  - 8. Xerox, \$139,005.40, copy machines districtwide, 2014-2015
- E. Contracts
  - 1. Business Contracts
    - a. American Red Cross, Shelter Agreement
    - b. CBIZ, Fixed Asset Reporting and Valuation & Inventory Updating Services, 2014-2015
    - c. Commack Union Free School District, Health & Welfare Services, 2013-2014 school year
    - d. Cullen & Danowski, LLP, Audit of Financial Statements, 6/30/2015
    - e. Christine Friebel, Internal Auditor, 2014-2015
    - f. Garden City Public Schools, Health & Welfare Services, 2013-2014
    - g. Health Source Group, Professional Health Care Personnel, 2014-2015
    - h. HMB Consultants, Consultant for School Lunch Program, 2014-2015
    - i. iTutor.com Inc., 2014-2015

- j. J.J. Stanis and Company, Inc., Flexible Spending Account, Client Services Agreement, 2014-2015
  - k. J.J. Stanis and Company, Inc., Administration Services Agreement, Self-Funded Dental Administrative Services Agreement, 2014-2015
  - l. Dr. Donald Lawrence, School Physician 2014-2015 school year
  - m. Long Island University, S.C.A.L.E. Program, 2014-2015 school year
  - n. Neopost, Equipment Maintenance Agreement, Mail System, 8/9/2014-8/8/2015
  - o. Omni Group, Services Agreement Reinstatement for Continuation of 403(b)/457(b) Administration Services, 2014-2015
  - p. Rapid Armored Corporation, Armored Car Delivery Agreement, 2014-2015
  - q. Rockville Centre UFSD, Health & Welfare Services, 2013-2014 school year
  - r. Shoreline Networks, Inc., Network Administrator, 2014-2015
  - s. The Substitute Service, LLC., Certified Substitute Teachers, 2014-2015 school year
  - t. US Medical Staffing, Professional Health Care Personnel, 2014-2015
  - u. West Hempstead UFSD, Health & Welfare Services, 2013-2014 school year
2. Curriculum/PPS Contracts
- a. Becker, Andrea, psychologist for nonpublic schools 2014-2015
  - b. Brookville Center for Children's Services, Inc. tuition for 2014-2015 school year
  - c. Clancy-Schifilliti, Mella, social worker for nonpublic schools 2014-2015
  - d. Hagler, Monique, nurse for nonpublic schools 2014-2015
  - e. Hewlett-Woodmere UFSD Health and Welfare service contract 2013-2014 school year
  - f. Jerzolini, Rebecca, social worker for nonpublic schools 2014-2015
  - g. Jozsef, Doni, social worker for nonpublic schools 2014-2015
  - h. Kiffel, Fay, nurse for nonpublic schools 2014-2015
  - i. Klinkowitz, Yehuda, social worker for nonpublic schools 2014-2015
  - j. Kornreich Technology Center consultant services 2014-2015 school year
  - k. Krupka, Rayla, nurse for nonpublic schools 2014-2015
  - l. Lesser, Elana, psychologist for nonpublic schools 2014-2015
  - m. Malvern UFSD nonresident student tuition 2013-2014 school year
  - n. Mayer, Shoshana, psychologist for nonpublic schools 2014-2015
  - o. Michaud, Ryan, psychologist for nonpublic schools 2014-2015
  - p. Moskowitz, Adina, nurse for nonpublic schools 2014-2015
  - q. New York Therapy Placement Services, Inc. related therapy services 2014-2015 school year
  - r. Orner, Debra, nurse for nonpublic schools 2014-2015
  - s. QSAC, Inc. IDEA flow-through funds 2013-2014 school year
  - t. Reach for the Stars Tutoring, tutoring services 2014-2015 school year
  - u. Rozanski, Barbara, nurse for nonpublic schools 2014-2015

- v. Sinnreich, Ariella psychologist for nonpublic schools 2014-2015
- w. Sperber, Susan, nurse for nonpublic schools 2014-2015
- x. Tanzman, Leora, psychologist for nonpublic schools 2014-2015
- y. Wargon, Naomi, psychologist for nonpublic schools 2014-2015
- z. Weiss, Hannah, nurse for nonpublic schools 2014-2015
- aa. Zyllerberg, Meredith, social worker for nonpublic schools 2014-2015

F. Donation

The Board of Education hereby accepts a donation of \$2,500 from Debbie Regan Locations, LTD to be used for Music and Athletics.

G. Income Eligibility Guidelines for Free and Reduced Price Meals 2014-2015

Recommended motion: "The Lawrence Union Free School District Board of Education hereby adopts the Income Eligibility Guidelines for Free and Reduced Price Meals for the 2014-2015 school year, as established by the Federal Government."

H. Tax Anticipation Note Resolution

TAX ANTICIPATION NOTE RESOLUTION OF LAWRENCE UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED JULY 3, 2014, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,000,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2015.

**RESOLVED** BY THE BOARD OF EDUCATION OF LAWRENCE UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF NASSAU, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of Lawrence Union Free School District, in the County of Nassau, New York (herein called "District"), in the principal amount of not to exceed \$10,000,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of §24.00 and 39.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

- (a) The Notes shall be issued in anticipation of the collection of real estate taxes to be levied for school purposes for the fiscal year commencing July 1, 2014 and ending June 30, 2015, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.
- (b) The Notes shall mature within the period of one year from the date of their issuance.
- (c) The Notes are not issued in renewal of other notes.
- (d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such

payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to § 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute arbitrage certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

## IX. PERSONNEL

- A. Retirements
  - 1. Professional Staff (None)
  - 2. Civil Service Staff (**Enclosure**)
- B. Resignations
  - 1. Professional Staff (**Enclosure**)
  - 2. Civil Service Staff (None)
- C. Discontinuance of Employment
  - 1. Abolition of Positions
    - a. Professional (**Enclosure**)
    - b. Civil Service (None)
  - 2. Terminations By Reason of Abolition of Positions
    - a. Professional (**Enclosure**)
    - b. Civil Service (None)
  - 3. Discontinuance of Employment (None)
  - 4. Terminations
    - a. Professional (None)
    - b. Civil Service (**Enclosure**)
- D. Leave Of Absence
  - 1. Professional Staff (None)
  - 2. Civil Service (**Enclosure**)
- E. Tenure (**Enclosure**)
- F. Appointments
  - 1. Professional Staff (**Enclosure**)
    - a. Change of Employment Status (None)
    - b. Emergency Conditional Appointments (None)
    - c. Approved Substitute Teachers (**Enclosure**)
    - d. Home Tutors (None)
  - 2. Civil Service Staff (**Enclosure**)
    - a. Change of Employment Status (None)

- b. Emergency Conditional Appointments (None)
  - c. Approved Substitutes (**Enclosure**)
- G. Extra Compensation
  - 1. Professional Staff (None)
  - 2. Civil Service Staff
    - a. Summer School (**Enclosures**)

## X. ADMINISTRATION

- A. Adoption of Policies

**BE IT RESOLVED** that the Board of Education of the Lawrence Union Free School District hereby moves to adopt Policy 5620 and Policy 4860 as presented pursuant to our Policy 2410.

- B. Stipulation of Settlement (6)

**BE IT RESOLVED**, that the Lawrence Union Free School District Board of Education hereby moves to approve the terms and conditions as indicated in the (6) Stipulation of Settlement between the District and the parents of the youngsters classified by the District's CSE and as identified by the District case numbers listed below.

13/14-07
13/14-08
13/14-09
13/14-12
13/14-13
13/14-14

- C. **BE IT RESOLVED** that the Lawrence Public Schools participate in the Nassau County Directors of School Facilities Purchasing Consortium.
- D. Universal Pre-K Community Based Organizations

As a result of the RFP for Universal Pre-K CBO, the following organizations have submitted and met the requirements set forth in the RFP:

- Bais Yaakov Ateres Miriam
- Yeshiva Ketana

As a result of the RFP for Universal Pre-K CBO issued on May 3, 2013, the following organizations will be renewed for the 2014-15 school year:

- Bnos Bais Yaakov
- Brandeis
- Five Towns Early Learning Center
- Hebrew Academy of Five Towns and Rockaway
- Hebrew Academy of Long Beach
- Jewish Community Center of Greater Five Towns
- Shulamith School for Girls
- Torah Academy for Girls
- Yeshiva Darchei Torah
- Yeshiva South Shore



Recommended motion: “**BE IT RESOLVED** that the Board of Education, upon the recommendation of the Superintendent of Schools, hereby accepts and approves the above listed organizations to perform these services for the District.”

E. Mechanical Engineering Appointment

Mechanical Engineering proposals were received in the Business Office on June 25, 2014 in response to a duly issued RFP, based on our analysis, and upon the recommendation of the Superintendent, it is recommended that the Board of Education of the Lawrence Union Free School District hereby appoint Eisenbach & Ruhnke Engineering, P.C. as the Mechanical Engineers for the Lawrence Public Schools.

F. Resolution to Increase Appropriations

Recommended motion: “**WHEREAS**, THE Lawrence Union Free School District has incurred unanticipated Transportation and Workers Compensation expenses; and

**WHEREAS**, the cost of these unanticipated expenses has created an over expenditure of appropriations in the 2013-2014 budget; and

**WHEREAS**, Education Law §1718 states that “No Board of Education shall incur a district liability in excess of the amount appropriated by a district meeting unless such Board is specially authorized by law to incur such liability.

**THEREFORE, BE IT RESOLVED**, that the 2013-2014 budget be amended as follows:

**INCREASE APPROPRIATIONS:**

Various codes within Special Education		\$500,000
E5540.60.9600.411	Transportation	\$300,000
E9040.800.00.0000	Workers Compensation	\$200,000

**BE IT FURTHER RESOLVED**, that the increase in appropriations be funded through the use of estimated anticipated increase in the amount of \$1,000,000 due to the increase in State Aid and other revenue.”

G. JUUL Agreement

The Board of Education hereby ratifies the confidential agreement for employee 1000536, which agreement grants a fourth year of probationary employment and which was previously executed by the Superintendent of Schools and employee 1000536 on June 30, 2014.

**XI. INFORMATIONAL ITEMS (Enclosures)**

- A. 1. Warrant # 22
- 2. Warrant # 23
- 3. Warrant # 12MR
- B. Budget Summary by Function (None)
- C. Revenue Status Report (None)
- D. Extra Classroom Activity Funds -
- E. CSE/CPSE Confidential Recommendations

**XII. OPPORTUNITY FOR PUBLIC COMMENT**

We request that you come to the microphone. 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.

**XIII. ADJOURNMENT**

Next Board Meeting:

To Be Determined

Meeting notices and calendar are posted on the District website. [Lawrence.org](http://Lawrence.org)

**SCHEDULE OF APPOINTMENTS EFFECTIVE JULY 1, 2014**

NAME	POSITION	
Mohinder Bharaj	District Clerk	Salaried
Chanchal Kumar	Treasurer	Salaried
Marie Elliott	Deputy Treasurer	None
Denise Longobardi	Claims Auditor	Salaried
Christine Friebel	Internal Auditor	As per contract
Cullen & Danowski	Independent Auditor	As per contract
Donald Lawrence	School Physician	As per contract
Minerva & D'Agostino	General/Labor Counsel	As per contract
Hawkins, Delafield & Wood	Bond Counsel	As Needed
New York Municipal Advisors Corp. (NYMAC)	Financial Advisory Service	As Needed
Marie Elliott	Purchasing Agent	Stipend
Heena Saini	Purchasing Agent/Alternate	None
Gary Schall	Payroll Certification Officer	None
Mohinder Bharaj	Records Management Officer	None
Mohinder Bharaj	Records Access Officer	None
Joseph Petrauskas	Pesticide Notification Officer	None
Joseph Petrauskas	SAVE Officer	None
Joseph Petrauskas	Asbestos LEA Designee	None
Joseph Petrauskas	NY Labor Law §220 Compliance Officer	None
Susan Perone	Extra Classroom & Central Treasurer	None

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

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

District Clerk

Lawrence Public Schools  
Substitute Rates 2014-2015

Enclosure VI.A  
July 3, 2014

<b>Nurse (RN)</b>	\$105 per day	
<b>Teachers Aides</b>	\$10.36 per hour	Rate set at Step 1 of 99/00 schedule
<b>LPN Teacher Aides</b>	\$20.85 per hour	Rate set at Step 1 of 99/00 schedule
<b>Bus Attendants</b>	\$9.94 per hour	Rate set at Step of the 01/02 salary schedule plus cost of living at 2.8%
<b>School Monitors</b>	\$9.16 per hour	Rate set at Step 1 of 99/00 schedule
<b>Typist Clerk</b>	\$13.96	Rate set at 1/1820 of Step E of 99/00 12-month schedule
<b>Stenographer</b>	\$14.48 per hour	Rate set at 1/1820 of Step E of 99/00 12-month schedule
<b>Security Aide</b>	\$11.18 per hour	Rate set at 1/2080 of Step E of 99/00 12-month schedule
<b>Cleaner</b>	\$11.18 per hour	Rate set at 1/2080 of Step E of 99/00 12-month schedule
<b>Motor Vehicle Operator</b>	\$11.18 per hour	Rate set at 1/2080 of Step E of 99/00 12-month schedule
<b>Account Clerk</b>	\$17.03 - \$19.72 per hour	Rate set at 1/1820 of Step E of 99/00 Account Clerk salary schedule and 1/1820 Senior Account Clerk salary schedule
<b>Duplicating Machine Operator</b>	\$15.35 per hour	Rate set at 1/1820 of Step 1 of 1/1/96 salary schedule
<b>Duplicating Machine Operator Aide</b>	\$15.35 per hour	Rate set at 1/1820 of Step 1 of 1/1/96 salary schedule

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

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

**APPOINTMENTS PURSUANT TO PART 200 OF THE  
COMMISSIONER'S REGULATIONS AND IDEA - 2004**

**MEMBERS OF THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION**

- Chairperson: Rachel Barshak
- Alternate Chairperson: Jane Albert, Ed.D.
- Alternate Chairperson: Katie DeVine, Ph.D.
- Alternate Chairperson: Christine Moore
- Alt. Chairperson: Shelley Citrin
- Child's Parent/Guardian
- Teachers:
  - All special education teachers
  - All general education teachers (if the student is, or may be, participating in the general education environment).
  - All related service providers
- Evaluator of Child (if initial meeting)

**It should be noted that a professional appointed by the County also serves on the committee.**

**PARENT MEMBERS TO THE DISTRICT COMMITTEES  
ON SPECIAL EDUCATION AND PRESCHOOL SPECIAL EDUCATION**

Adler, Laurie  
Arama, Esther  
Barbanel, Lori  
Barrett, Pearl  
Bernstein, Heidi  
Carroll, Maureen  
Doyle, Meg  
Farkas, Shoni

Malvese, Rosetta  
Mermelstein, Etti  
Reich, Tova  
Rottenberg, Robyn  
Sassoon, Rivka  
Shertz, Danielle  
Srulovich, Miriam

Sterba, Alyssa  
Twersky, Leah  
Vega, Alfredo  
Wallach, Miriam  
Wertman, Adina  
Wietschner, Cheryl

**APPOINTMENTS PURSUANT TO PART 200 OF THE  
COMMISSIONER'S REGULATIONS AND IDEA - 2004**

**2013-14 DISTRICT COMMITTEE ON SPECIAL EDUCATION MEMBERS**

- Chairperson: Jane Albert, Ed.D.
- Alternate Chairperson: Christine Moore
- Alternate Chairperson/HS Chairperson: Elizabeth Wechsler, Psy.D.
- Alternate Chairperson: Rachel Barshak
- District Psychologist/Alternate Chairperson: Shelley Citrin
- Child's Parent/Guardian
- Physician (at parent's or district's request)
- Student (whenever appropriate)
- Teachers:
  - All special education teachers
  - All general education teachers (if the student is, or may be, participating in the general education environment).
  - All related service providers

**PARENT MEMBERS TO THE DISTRICT COMMITTEES  
ON SPECIAL EDUCATION AND PRESCHOOL SPECIAL EDUCATION**

Adler, Laurie  
Arama, Esther  
Barbanel, Lori  
Barrett, Pearl  
Bernstein, Heidi  
Bokor, Danielle  
Carroll, Maureen  
Carroll, Patrick  
Doyle, Meg

Englander, Gail  
Farkas, Annette  
Goldslag, Eve  
Karkowsky, Aliza  
Koehler, Kathy  
Malvese, Rosetta  
Mermelstein, Etti  
Reich, Tova  
Rottenberg, Robyn  
Sassoon, Rivka

Shertz, Danielle  
Srulovich, Miriam  
Sterba, Alyssa  
Twersky, Leah  
Vega, Alfredo  
Wallach, Miriam  
Weiss, Robyn  
Wertman, Adina  
Wietschner, Cheryl

## 2014-15 SUBCOMMITTEE ON SPECIAL EDUCATION MEMBERS

The Lawrence Board Of Education hereby appoints the following people to the Committee On Special Education subcommittees in accordance with Part 200 of the Commissioner's Regulations and the amended IDEA:

### High School:

Elizabeth Wechsler, Psy.D.	Psychologist/Alt. Chairperson
Shannon Lavin	Psychologist/Alt. Chairperson
Corinne Rivera	Psychologist/Alt. Chairperson
Clare Cassara	Special Education Teacher
Jennifer Magliaro	Special Education Teacher
Nora Hall	Special Education Teacher
Peter Hurley	Special Education Teacher
Karin Kind	Special Education Teacher
Nicole Miller	Special Education Teacher
Isaac Mayo	Special Education Teacher
Pam Lev	Special Education Teacher
Mary Shannon	Special Education Teacher
Melanie Ratnoff	Special Education Teacher
Dianne Ronan	Special Education Teacher
Grace Senatore	Special Education Teacher
Helaine Wolkoff	Special Education Teacher
Leslie Aronin	Special Education Teacher
Denise Paradisi	Special Education Teacher
Lori Rosendale	Special Education Teacher
Cleveland Woods	Special Education Teacher

**Middle School:**

Christine Moore	Pupil Personnel Supervisor/Chairperson Of Subcommittee
Karen Mackler, Psy.D.	Psychologist/Alternate Chairperson
Lisa Cohen, Psy.D.	Psychologist/Alternate Chairperson
KellyAnn Berry	Special Education Teacher
Alicia Cleva	Special Education Teacher
Sherrie Cooper	Special Education Teacher
Helen Cukiewar	Special Education Teacher
Sharon Gordon	Special Education Teacher
Annamarie Mosia	Special Education Teacher
Donna Visconte	Special Education Teacher
Dorothy Sanchez	Special Education Teacher
Karen Velthaus	Special Education Teacher
Dana Tvester	Special Education Teacher
Michele Adler	Special Education Teacher
Donna Rosenfield	Special Education Teacher
Margaret Viscardi	Special Education Teacher
Tobi Putterman	Special Education Teacher
Jenine Abruzzo	Special Education Teacher
Lynda Halperin	Special Education Teacher
Ivy Cohen	Special Education Teacher

**Number Two Elementary School:**

Cindy Lee	Principal/Alternate Chairperson
Tony Procaccino, Psy.D.	Psychologist/Chairperson
Eugene Lubliner, Psy.D.	Psychologist/Chairperson
Sharon Brennan	Special Education Teacher
Paula Farrier	Special Education Teacher
Ann Marie Romito	Special Education Teacher
Ilene Brooks	Special Education Teacher
Margaret Gilbert	Special Education Teacher
Rachel Kreiss	Special Education Teacher



**Number Four Elementary School (Early Childhood):**

Ann Pedersen, Ed.D.	Principal/Alternate Chairperson
Katie Devine, Psy.D.	Psychologist/Chairperson
Cheryl Aron	Special Education Teacher
Janine O'Connor	Special Education Teacher
Breanne Medici	Special Education Teacher
Susan Amante	Special Education Teacher
Steffi Glasser	Special Education Teacher

**Number Five Elementary School:**

Rina Beach	Principal/Alternate Chairperson
Michael Amorgianos	Psychologist/Chairperson
Catherine Campos	Special Education Teacher
Lisa Salzberg	Special Education Teacher
Felicia Sarnelli	Special Education Teacher
Ellen Blaustein	Special Education Teacher
Kathleen Kearney	Special Education Teacher
Sharon Mor	Special Education Teacher
Valerie Perrotta	Special Education Teacher
Cheryl Aron	Special Education Teacher

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

Shelley Citrin	Psychologist/Chairperson
Eugene Lubliner, Psy.D.	Psychologist/Chairperson
Elizabeth Wechsler, Psy.D.	Alt. Chairperson
Elise Danzger	Alt. Chairperson
Christine Moore	Alt. Chairperson

**Speech/Language Therapists**

Renee Berman	Speech/Language Therapist
Stephanie Campbell	Speech/Language Therapist
Laurie Kenn	Speech/Language Therapist
Jen Gatto	Speech/Language Therapist
Lisa Klus	Speech/Language Therapist
Lori Sachs	Speech/Language Therapist
Maura Schaeffer	Speech/Language Therapist
Stephanie Addona	Speech/Language Therapist
Marcia Horowitz	Speech/Language Therapist
Stephanie Greenberg	Speech/Language Therapist

Lauren Rothman  
Noreen Jackson  
Tara Stier

Speech/Language Therapist  
Speech/Language Therapist  
Teacher of Deaf & Hearing Impaired

**Social Workers**

Fran Levenson  
Sharryn Friedlander  
Julia Swain  
Wendy Grand  
Margaret Brickman

Social Worker  
Social Worker  
Social Worker  
Social Worker  
Social Worker

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

Students 13 and over are invited to CSE meetings.

LAWRENCE PUBLIC SCHOOLS			
TREASURER'S REPORT			
MONTH OF MAY 2014			
<b>GENERAL FUND</b>			
BALANCE: MAY 1, 2014			\$ 1,352,910.31
<b>RECEIPTS:</b>			
NYS AID		\$ 62,148.54	
BOCES AID		\$ -	
PILOT		\$ -	
USE OF FACILITIES		\$ 1,948.50	
HEALTH/MEDCAID PREMIUMS		\$ 39,422.90	
TOWN OF HEMP/ TAXES		\$ 29,372,000.00	
CPSE ADMIN.		\$ -	
FEES REIMBURSE./OTHER REFUNDS		\$ 4,587.60	
OTHER RECEIPTS		\$ 81,801.21	
INTEREST		\$ 1,445.31	
<b>TOTAL RECEIPTS</b>			\$ 29,563,354.06
<b>TOTAL RECEIPTS PLUS BEGINNING BAL.</b>			\$ 30,916,264.37
<b>DISBURSEMENTS:</b>			
PAYROLL		\$ 3,987,439.42	
ACCTS. PAYABLE		\$ 3,733,775.16	
WORKERS COMP.		\$ 44,841.11	
PPL DISBURSE		\$ 948,716.00	
OTHER DISBURSE.		\$ 173,371.03	
<b>TOTAL DISBURSEMENTS</b>			\$ 8,888,142.72
<b>BALANCE: MAY 31, 2014</b>			\$ 22,028,121.65
<b>SCHOOL LUNCH FUND</b>			
BALANCE: MAY 1, 2014			\$ 308,162.49
RECEIPTS		\$ 182,968.45	
DISBURSEMENT		\$ (82,678.98)	
			\$ 100,289.47
<b>BALANCE: MAY 31, 2014</b>			\$ 408,451.96
<b>TRUST &amp; AGENCY FUND</b>			
BALANCE: MAY 1, 2014			\$ 236,315.91
RECEIPTS		\$ 15,589.20	
DISBURSEMENT		\$ (5,054.47)	
			\$ 10,534.73
<b>BALANCE: MAY 31, 2014</b>			\$ 246,850.64

LAWRENCE PUBLIC SCHOOLS					
TREASURER'S REPORT					
MONTH OF MAY 2014					
BANK RECONCILIATION					
MAY 31, 2014					
OPEN ITEMS					
	BALANCE PER BANK	LESS: OUTSTANDING	PLUS: DEPOSITS	BOOK BALANCE	
TD BANK					
GENERAL FUND	\$ 15,104,322.83	\$ -	\$ -	\$ 15,104,322.83	
SCHOOL LUNCH FUND	\$ 408,451.96	\$ -	\$ -	\$ 408,451.96	
COMPENSATING BALANCE	\$ 3,048,350.73	\$ -	\$ -	\$ 3,048,350.73	
TRUST & AGENCY	\$ 246,850.64	\$ -	\$ -	\$ 246,850.64	
JP MORGAN CHASE					
MONEY MARKET ACCT	\$ 3,881,687.18	\$ -	\$ -	\$ 3,881,687.18	
	\$ 22,689,663.34	\$ -	\$ -	\$ 22,689,663.34	
SCHOLARSHIP ACCT	\$ 57,203.53				
PAYROLL ACCT	\$ 3,614.66				
DISBURSEMENT ACCT	\$ 1,084.00				
				Respectfully submitted	
				Chanchal Kumar	
				Treasurer	

LAWRENCE PUBLIC SCHOOLS  
BUSINESS OFFICE

BOARD OF EDUCATION MEETING – JULY 3, 2014

BIDS FOR CONSIDERATION

PAGE/S	ITEM/S	RECOMMENDED ACTION
2	ATHLETIC SUPPLIES	APPROVE
1	FOOD SERVICE EQUIPMENT	APPROVE
1	MUSICAL SUPPLIES	APPROVE
1	RENTAL OF MUSICAL INSTRUMENTS	APPROVE
1	REPAIR OF MUSICAL INSTRUMENTS	APPROVE
1	SHEET MUSIC	APPROVE
1	SMALL GENERAL CONSTRUCTION (Time & Materials)	APPROVE

SCHEDULE APPROVED:

DATE: July 3, 2014

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

Lawrence Public Schools  
Purchasing Department

TO: Gary Schall, Superintendent of Schools  
FROM: Marie Elliott, Purchasing Agent  
RE: **ATHLETIC SUPPLIES BID**  
DATE: June 25, 2014

---

In accordance with Section 103 of Article 5A of the General Municipal Law, bids were requested for **Athletic Supplies**. On May 30, 2014, at 11:00 a.m., the bids were publicly opened and read aloud.

The bids were analyzed and reviewed by Pat Pizzarelli, Assistant Superintendent for Student and Community Affairs. Based upon our review, we recommend that this bid be awarded on an item basis to the lowest responsible bidders meeting our specifications. The total amount of the award is \$87,010.92

BIDS MAILED 26  
RESPONSES 10  
NO BID 1

The tabulation of the bid is as follows:

Bidder	Items Awarded	Recommended Award
BSN/Passons PO Box 49 Jenkintown PA 19046	5,17,45,46,47,61,72,84,118,122,124,135,148,149,150,151,152,153,165,181,182,183,184,185,186,187,192,198,201,213,214,215,216,217,224,225,228,229,231,232,233,234,236,245,253,276,277	\$5,502.12
MFAC (M-F Athletic) 11 Amflex Drive Cranston RI 02920	121,125,127,128,129,130,133,138,139,140,141	\$2,565.95

Port Jefferson Sports 538 Jefferson Shopping Plaza Port Jefferson NY 11776	1,3,4,6,7,8,9,10,11,13,16,18,18,25,26,27,28,30, 31,34,38,43,44,48,49,55,56,57,60,62,63,64,65, 66,67,68,69,85,87,88,89,91,93,94,95,97,98,99, 100,101,102,103,104,106,107,110,111,112,113, 114,115,117,120,146,147,154,155,156,157,158, 159,160,162,164,166,167,168,169,170,173,177, 178,195,196,197,200,203,204,205,207,208,211, 212,218,219,223,225,237,239,240,242,243,244, 250,251,252,262,265,272,273,274,275	\$46,578.47
Gilman Gear 30 Gilman Road Gilman CT 06336	40,41,42	\$2,770.00
Aluminum Athletics 1000 Enterprise Drive Royersford PA 19468	59,105,116,123,134,136,142,143,144,145	\$2,189.00
Riddell/All American 669 Sugar Lane Elyria OH 44035	22,24,29,35,39,86,108,109,161,163,189	\$8,248.35
Massapequa Soccer 1000 Park Blvd. Massapequa Park NY 11762	37,52,70,74,75,76,77,78,79,80,81,82,83,90,132, 174	\$5,254.35
Olympic Den 676 Dogwood Avenue Franklin Square NY 11010	2,14,15,51,58,172,202,206,246,255,257,259, 260,266,268	\$6,049.04
Endzone Sports 3935 Merrick Road Seaford NY 11783	20,21,36,50,137,171,193,194,220,227,230,241, 261,270	\$7,550.58
Cannon Sports PO Box 11179 Burbank CA 91510	53,71,73,92,131,188,190,191,248,249	\$303.06

NO BID: 54,126

NO AWARD: 12,96,119

Lawrence Public Schools  
Purchasing Department

TO: Gary Schall, Superintendent of Schools  
FROM: Marie Elliott, Purchasing Agent  
RE: **FOOD SERVICE EQUIPMENT BID**  
DATE: July 1, 2014

---

In accordance with Section 103 of Article 5A of the General Municipal Law, bids were requested for Food Service Equipment. On July 1, 2014 at 9:00 a.m., the bids were publicly opened and read aloud.

The bids were analyzed and reviewed by Jim Bigley, Food Service Consultant and the Business Office. Based on our review we recommend that this bid be awarded to **SAM TELL AND SON INC.** as the most responsible bidder meeting our specifications.

BIDS MAILED 3  
RESPONSES 3

The tabulation is as follows:

<b>BIDDERS</b>	<b>AMOUNT</b>
<b>Sam Tell and Son Inc. 300 Smith Street Farmingdale, NY 11735</b>	<b>\$69,283.91</b>
Douglas Equipment 301 North Street Bluefield, WV 24701	\$69,533.00
Nassau Food Service 211 Denton Avenue Garden City, NY 11040	\$72,351.00



Lawrence Public Schools  
Purchasing Department

TO: Gary Schall, Superintendent of Schools  
FROM: Marie Elliott, Purchasing Agent  
RE: **MUSICAL SUPPLIES BID**  
DATE: June 25, 2014

---

In accordance with Section 103 of Article 5A of the General Municipal Law, bids were requested for Musical Supplies. On June 23, 2014, at 11:00 a.m., the bids were publicly opened and read aloud.

The bids were analyzed and reviewed by Pam Gallopini, District Music Coordinator. Based on her review we recommend that this bid be awarded to JADE MUSIC as the most responsible bidder meeting our specifications.

BIDS MAILED 5  
RESPONSES 1

The tabulation of the bid is as follows:

<b>BIDDER</b>	<b>ITEMS</b>	<b>TOTAL</b>
Jade Music Ltd. 1026 Melissa Lane No. Bellmore NY 11729	1-18, 20-49, 53, 55-57, 59-62, 65-121, 124, 126, 136, 137, 139-141, 149	\$15,566.95
No Bid	19, 50-52, 54, 58, 63, 64, 122, 123, 125, 127-135, 138, 142-148, 150	

Lawrence Public Schools  
Purchasing Department

TO: Gary Schall, Superintendent of Schools  
FROM: Marie Elliott, Purchasing Agent  
RE: **RENTAL OF MUSICAL INSTRUMENTS**  
DATE: June 25, 2014

---

In accordance with Section 103 of Article 5A of the General Municipal Law, bids were requested for RENTAL OF MUSICAL INSTRUMENTS. On June 23, 2014, at 11:00 a.m., the bids were publicly opened and read aloud.

The bids were analyzed and reviewed by Pam Gallopini, District Music Coordinator. Based on her review we recommend that this bid be awarded to ADVANTAGE MUSIC as the most responsible bidder meeting our specifications.

BIDS MAILED 5  
RESPONSES 3

The tabulation is as follows:

BIDDER	ITEMS	TOTAL
<b>ADVANTAGE MUSIC</b> 429 Hawkins Avenue Lake Ronkonkoma NY 11779	1-17	\$984.00

**(For rental of seventeen individual instruments)**

Lawrence Public Schools  
Purchasing Department

TO: Gary Schall, Superintendent of Schools  
FROM: Marie Elliott, Purchasing Agent  
RE: **REPAIR OF MUSICAL INSTRUMENTS**  
DATE: June 25, 2014

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In accordance with Section 103 of Article 5A of the General Municipal Law, bids were requested for REPAIR OF MUSICAL INSTRUMENTS. On June 23, 2014, at 11:00 a.m., the bids were publicly opened and read aloud.

The bids were analyzed and reviewed by Pam Gallopini, District Music Coordinator. Based on her review we recommend that this bid be awarded to **ADVANTAGE MUSIC** and **GIL BREINES MUSIC** as the most responsible bidders meeting our specifications.

BIDS MAILED 6  
RESPONSES 2

The tabulation is as follows:

<b>BIDDER</b>	<b>ITEMS</b>	<b>COST OF REPAIR</b> (For the repair of one of each item)
<b>Gil Breines Music</b> 1860 Deer Park Ave Deer Park NY 11729	<b>String Instruments</b>	<b>\$2079.05</b> (150 instrument repairs)
<b>Advantage Music</b> 429 Hawkins Avenue Lake Ronkonkoma NY 11779	<b>Brass/Woodwind Instruments</b>	<b>\$1528</b> (61 instrument repairs)

Lawrence Public Schools  
Purchasing Department

TO: Gary Schall, Superintendent of Schools  
FROM: Marie Elliott, Purchasing Agent  
RE: **SHEET MUSIC BID**  
DATE: June 25, 2014

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In accordance with Section 103 of Article 5A of the General Municipal Law, bids were requested for Sheet Music. On June 23, 2014, at 11:00 a.m., the bids were publicly opened and read aloud.

The bids were analyzed and reviewed by Pam Gallopini, District Music Coordinator. Based on her review we recommend that this bid be awarded to **ADVANTAGE MUSIC** as the most responsible bidder meeting our specifications in the amount of 38.1% discount on all Sheet Music.

BIDS MAILED 7  
RESPONSES 3

The tabulation is as follows:

<b>BIDDERS</b>	<b>DISCOUNT</b>
<b>Advantage Music</b> 429 Hawkins Avenue Lake Ronkonkoma NY 11779	<b>38.1%</b>
<b>Catalano Music</b> 1007 Jericho Turnpike New Hyde Park NY 11040	<b>31.5%</b>
<b>Music &amp; Arts</b> 125 So. Wellwood Avenue Lindenhurst NY 11757	<b>35%</b> (from select publishers)

**LAWRENCE PUBLIC SCHOOLS  
PURCHASING OFFICE**

**TO:** Mr. Gary Schall, Superintendent of Schools  
**FROM:** Marie Elliott, Purchasing Agent  
**RE: TIME AND MATERIAL BID/SMALL GENERAL CONSTRUCTION**

In accordance with Section 103 of Article 5A of the General Municipal Law, bids were requested for SMALL GENERAL CONSTRUCTION. On June 27, 2014, at 11:00 A.M., the bid/s was/were publicly opened and read aloud.

The bid/s was/were analyzed by Joe Petrauskas of Facilities, and the Purchasing Office. Based upon our review and acting in the best interest of the taxpayers and District, we recommend that this bid be awarded to **FULL SERVICE CONTRACTING** as the lowest responsible bidder meeting our specifications. The estimated amount of this award is in the range of \$10,000 to \$100,000 per year.

BIDS MAILED            10  
RESPONSE/S            1

The tabulation is as follows:

BIDDER/S	BID AMOUNT
FULL SERVICE CONTRACTING	COST PER HR/MECHANIC    \$97.50
510 EAGLE AVENUE	COST PER HR/APPRENTICE  \$85.00
W. HEMPSTEAD NY 11552	MARK-UP PERCENTAGE     15%

While it is the practice of the District not to accept a sole bid, this bid advertised in Newsday and sent to ten vendors.

**Lawrence Union Free School District**

**Purchase** 7/3/2014

195 Broadway  
Lawrence, NY 11559

**Order No.** PO-21500007  
**Order Date** 07/01/14  
**Fiscal Year** 2015  
**Requisition**  
**Page** 1

**Buy From: V-55430**

CORE BTS, INC.  
3 Tallow Wood Drive  
Clifton Park, NY 12065

**Ship To:**

Facilities/Technology  
Carolyn Dowling  
195 Broadway  
Lawrence, NY 11559  
United States

**Terms**

**Buyer** Marie Elliott  
**Attention**

**Ship Method**

**Expected Date**

ACCOUNTING: (516) 295-7050 | PURCHASING: (516) 295-7061

SOURCE OF PRICE | BID QUOTE NYS CONTRACT COUNTY CONTRACT OTHER

CAPITAL INVENTORY ITEM | YES NO

PO NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND CORRESPONDANCE

Send invoices under separate cover to: Accounting Office  
Lawrence Union Free School District  
PO Box 477 - Lawrence, New York 11559

N.Y. State Right-to-Know & OSHA Hazard Communication Standard (29CFR 1910-1200)

require manufacturers, importers & Suppliers to label containers of toxic

substances or hazardous chemicals with the chemical name & hazard warning. Manufacturers, importers, distributors and suppliers also must provide Material Safety Data Sheets (MSDSs) for these substances. Appropriate labels and MSDSs

should be provided for all shipments.

Send MSDSs to Lawrence Public Schools - PO Box 477 - Lawrence, NY 11559  
ATT: District Health and Safety Officer

No.	Description	Vendor Item No.	Quantity Ordered	U/M	Unit Price	Amount
E2630	WiFi Installation #2 and #5 Schools NYS Alcatel-Lucent PT64249	NYS Cisco PT64525	1		102,960.6	102,960.68
<b>Order Total:</b>						<b>102,960.68</b>

**TERMS AND CONDITIONS**

1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions stated herein.
2. Any delivery of goods or services by a vendor will constitute acceptance of this purchase order as written, and payment will be made on this basis only.
3. If order cannot be filled as requested, please notify addressee above at once. Items not delivered within thirty(30) days of PO's date are subject to cancellation by District. Vendor agrees to hold District harmless for any expenses/charges incurred for cancelled orders.
4. Submit separate invoices for each order.
5. Deliver between 8:00am and 4:00 PM (SUMMER HOURS 7:30AM - 3:00 PM)
6. District is not liable for any charges associated with this order which are not shown on this document. Additional charges must be approved in advance, in writing, by the District.
7. School Districts are exempt for all state and local taxes.
8. NEW YORK STATE ACCEPTS THIS PURCHASE ORDER AS A TAX EXEMPT CERTIFICATE.
9. Title to goods will not pass to Purchaser until goods are received.

**Account Distribution**  
A-E2630-00-0000-200

**Amount**  
102,960.68

ADMINISTRATIVE APPROVAL

PURCHASING AGENT



**Lawrence Union Free School District**

**Purchase Order**

195 Broadway  
Lawrence, NY 11559

**Order No. PO-21500001**  
Order Date 07/01/14  
Fiscal Year 2015  
Requisition  
Page 1

**Buy From: V-52120**

CULLEN & DANOWSKI  
1650 ROUTE 112  
PT. JEFFERSON STATION, NY 11776-3060

**Ship To:**

Lawrence Union Free School District  
Purchasing Department  
195 Broadway  
Lawrence, NY 11559  
United States

**Terms**

Buyer Marie Elliott  
Attention

Ship Method  
Expected Date

ACCOUNTING: (516) 295-7050 | PURCHASING: (516) 295-7061

SOURCE OF PRICE | BID QUOTE NYS CONTRACT COUNTY CONTRACT OTHER

CAPITAL INVENTORY ITEM | YES NO

PO NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND CORRESPONDANCE

Send invoices under separate cover to: Accounting Office  
Lawrence Union Free School District  
PO Box 477 - Lawrence, New York 11559

N.Y. State Right-to-Know & OSHA Hazard Communication Standard (29CFR 1910-1200)

require manufacturers, importers & Suppliers to label containers or toxic

substances or hazardous chemicals with the chemical name & hazard warning. Manufacturers, importers, distributors and suppliers also must provide Material Safety Data Sheets (MSDSs) for these substances. Appropriate labels and MSDSs

should be provided for all shipments.

Send MSDSs to Lawrence Public Schools - PO Box 477 - Lawrence, NY 11559  
ATT: District Health and Safety Officer

No.	Description	Vendor Item No.	Quantity Ordered	U/M	Unit Price	Amount
E1320	AUDITING SERVICES 2014-2015		1		56,000.00	56,000.00
<b>Order Total:</b>						<b>56,000.00</b>

**TERMS AND CONDITIONS**

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- NEW YORK STATE ACCEPTS THIS PURCHASE ORDER AS A TAX EXEMPT CERTIFICATE.
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<b>Account Distribution</b>	<b>Amount</b>
A-E1320-40-0000-400	56,000.00

ADMINISTRATIVE APPROVAL

*M Elliott*  
PURCHASING AGENT

# Lawrence Union Free School District

195 Broadway  
Lawrence, NY 11559

# Purchase Order

**Order No.** PO-21500003  
**Order Date** 07/01/14  
**Fiscal Year** 2015  
**Requisition**  
**Page** 1

**Buy From: V-00030448**

INC. VILLAGE OF CEDARHURST  
200 CEDARHURST AVENUE  
CEDARHURST, NY 11516

**Ship To:**

Lawrence Union Free School District  
Purchasing Department  
195 Broadway  
Lawrence, NY 11559  
United States

**Terms**

**Buyer** Marie Elliott  
**Attention**

**Ship Method**

**Expected Date**

ACCOUNTING: (516) 295-7050 | PURCHASING: (516) 295-7061

SOURCE OF PRICE | BID QUOTE NYS CONTRACT COUNTY CONTRACT  
OTHER

CAPITAL INVENTORY ITEM | YES NO

PO NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND  
CORRESPONDANCE

Send invoices under separate cover to: Accounting Office  
Lawrence Union Free School District  
PO Box 477 - Lawrence, New York 11559

N.Y. State Right-to-Know & OSHA Hazard Communication Standard (29CFR  
1910-1200)  
require manufacturers, importers & Suppliers to label containers or toxic

substances or hazardous chemicals with the chemical name & hazard warning.  
Manufacturers, importers, distributors and suppliers also must provide Material  
Safety Data Sheets (MSDSs) for these substances. Appropriate labels and  
MSDSs  
should be provided for all shipments.

Send MSDSs to Lawrence Public Schools - PO Box 477 - Lawrence, NY 11559  
ATT: District Health and Safety Officer

No.	Description	Vendor Item No.	Quantity Ordered	U/M	Unit Price	Amount
E1950	Sewer Rental		1		135,000.0	135,000.00
E1950	Sewer Rental		1		-15,000.0	-15,000.00
<b>Order Total:</b>						<b>120,000.00</b>

**TERMS AND CONDITIONS**

1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions stated herein.
2. Any delivery of goods or services by a vendor will constitute acceptance of this purchase order as written, and payment will be made on this basis only.
3. If order cannot be filled as requested, please notify addressee above at once. Items not delivered within thirty(30) days of P.O.'s date are subject to cancellation by District. Vendor agrees to hold District harmless for any expenses/charges incurred for cancelled orders.
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8. NEW YORK STATE ACCEPTS THIS PURCHASE ORDER AS A TAX EXEMPT CERTIFICATE.
9. Title to goods will not pass to Purchaser until goods are received.

**Account Distribution**  
A-E1950-00-0000-400

**Amount**  
120,000.00

ADMINISTRATIVE APPROVAL

  
PURCHASING AGENT



**Lawrence Union Free School District**

195 Broadway  
Lawrence, NY 11559

**Purchase** PO-21500002

Order No. PO-21500002  
Order Date 07/01/14  
Fiscal Year 2015  
Requisition  
Page 1

**Buy From: V-00037531**

NYSIR

**Ship To:**

Lawrence Union Free School District  
Purchasing Department  
195 Broadway  
Lawrence, NY 11559  
United States

Terms

Buyer Marie Elliott  
Attention

Ship Method  
Expected Date

ACCOUNTING: (516) 295-7050 | PURCHASING: (516) 295-7061

SOURCE OF PRICE | BID QUOTE NYS CONTRACT COUNTY CONTRACT OTHER

CAPITAL INVENTORY ITEM | YES NO

PO NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND CORRESPONDANCE

Send invoices under separate cover to: Accounting Office  
Lawrence Union Free School District  
PO Box 477 - Lawrence, New York 11559

N.Y. State Right-to-Know & OSHA Hazard Communication Standard (29CFR 1910-1200)

require manufacturers, importers & Suppliers to label containers or toxic

substances or hazardous chemicals with the chemical name & hazard warning. Manufacturers, importers, distributors and suppliers also must provide Material Safety Data Sheets (MSDSs) for these substances. Appropriate labels and MSDSs

should be provided for all shipments.

Send MSDSs to Lawrence Public Schools - PO Box 477 - Lawrence, NY 11559  
ATT: District Health and Safety Officer

No.	Description	Vendor Item No.	Quantity Ordered	U/M	Unit Price	Amount
E1910	General Liability		1		152,292.0	152,292.00
E1910	Commercial Inland Marine		1		4,246.00	4,246.00
E1910	Boiler & Machinery		1		10,281.00	10,281.00
E1910	Commercial Property		1		232,778.0	232,778.00
E1910	Commercial Automobile		1		13,647.00	13,647.00
E1910	School Board Liability		1		38,388.00	38,388.00
E1910	Excess Catastrophe Liability		1		52,771.00	52,771.00
E1910	Excess Catastrophe Liability		1		52,771.00	52,771.00
E1910	Motor Vehicle Enforcement Fee		1		120.00	120.00
<b>Order Total:</b>						<b>557,294.00</b>

**TERMS AND CONDITIONS**

1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions stated herein.
2. Any delivery of goods or services by a vendor will constitute acceptance of this purchase order as written, and payment will be made on this basis only.
3. If order cannot be filled as requested, please notify addressee above at once. Items not delivered within thirty(30) days of P.O.'s date are subject to cancellation by District. Vendor agrees to hold District harmless for any expenses/charges incurred for cancelled orders.
4. Submit separate invoices for each order.
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7. School Districts are exempt for all state and local taxes.
8. NEW YORK STATE ACCEPTS THIS PURCHASE ORDER AS A TAX EXEMPT CERTIFICATE.
9. Title to goods will not pass to Purchaser until goods are received.

**Lawrence Union Free School District**

195 Broadway  
Lawrence, NY 11559


**Purchase Order**

**Order No.** PO-21500002  
Order Date 07/01/14  
Fiscal Year 2015  
Requisition  
Page 2

Account Distribution	Amount
A-E1910-00-0098-400	427,824.00
A-E1910-00-9198-400	105,542.00
A-E1910-00-9298-400	10,281.00
A-E1910-00-9398-400	13,647.00

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ADMINISTRATIVE APPROVAL



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PURCHASING AGENT

**Lawrence Union Free School District**

**Purchase Order**

195 Broadway  
Lawrence, NY 11559

**Order No. PO-21500009**  
Order Date 07/01/14  
Fiscal Year 2015  
Requisition  
Page 1

**Buy From: V-52738**

TRIAD BROKERAGE SERVICE

**Ship To:**

Lawrence Union Free School District  
Purchasing Department  
195 Broadway  
Lawrence, NY 11559  
United States

**Terms**

Buyer Marie Elliott  
Attention

**Ship Method**

Expected Date

ACCOUNTING: (516) 295-7050 | PURCHASING: (516) 295-7061

SOURCE OF PRICE | BID QUOTE NYS CONTRACT COUNTY CONTRACT OTHER

CAPITAL INVENTORY ITEM | YES NO

PO NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND CORRESPONDANCE

Send invoices under separate cover to: Accounting Office  
Lawrence Union Free School District  
PO Box 477 - Lawrence, New York 11559

N.Y. State Right-to-Know & OSHA Hazard Communication Standard (29CFR 1910-1200)

require manufacturers, importers & Suppliers to label containers or toxic

substances or hazardous chemicals with the chemical name & hazard warning. Manufacturers, importers, distributors and suppliers also must provide Material Safety Data Sheets (MSDSs) for these substances. Appropriate labels and MSDSs

should be provided for all shipments.

Send MSDSs to Lawrence Public Schools - PO Box 477 - Lawrence, NY 11559  
ATT: District Health and Safety Officer

No.	Description	Vendor Item No.	Quantity Ordered	U/M	Unit Price	Amount
E9040	WC Insurance Safety National Casualty Corporation		1		64,440.00	64,440.00
<b>Order Total:</b>						<b>64,440.00</b>

**TERMS AND CONDITIONS**

- Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions stated herein.
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- NEW YORK STATE ACCEPTS THIS PURCHASE ORDER AS A TAX EXEMPT CERTIFICATE.
- Title to goods will not pass to Purchaser until goods are received.

Account Distribution  
A-E9040-00-0000-800

Amount  
64,440.00

ADMINISTRATIVE APPROVAL

PURCHASING AGENT



**Lawrence Union Free School District**

**Purchas** 7/3/2014

195 Broadway  
Lawrence, NY 11559

**Order No. PO-21500005**  
Order Date 07/01/14  
Fiscal Year 2015  
Requisition  
Page 1

**Buy From: V-56308**

UNITED STATES POSTAL SERVICE  
TMS ACCOUNT #251316  
AGREEMENT #400134608

**Ship To:**

Lawrence Union Free School District  
Purchasing Department  
195 Broadway  
Lawrence, NY 11559  
United States

**Terms**

Buyer Marie Elliott  
Attention

Ship Method  
Expected Date

ACCOUNTING: (516) 295-7050 | PURCHASING: (516) 295-7061

SOURCE OF PRICE | BID QUOTE NYS CONTRACT COUNTY CONTRACT  
OTHER

CAPITAL INVENTORY ITEM | YES NO

PO NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND  
CORRESPONDANCE

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Lawrence Union Free School District  
PO Box 477 - Lawrence, New York 11559

N.Y. State Right-to-Know & OSHA Hazard Communication Standard (29CFR  
1910-1200)

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MSDSs

should be provided for all shipments.

Send MSDSs to Lawrence Public Schools - PO Box 477 - Lawrence, NY 11559  
ATT: District Health and Safety Officer

No.	Description	Vendor Item No.	Quantity Ordered	U/M	Unit Price	Amount
E1670	Postage		1		50,000.00	50,000.00
<b>Order Total:</b>						<b>50,000.00</b>

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Account Distribution

A-E1670-00-0016-473

Amount

50,000.00

ADMINISTRATIVE APPROVAL

PURCHASING AGENT



**Lawrence Union Free School District**

**Purchase Order** 7/3/2014

195 Broadway  
Lawrence, NY 11559

**Order No. PO-21500004**  
Order Date 07/01/14  
Fiscal Year 2015  
Requisition  
Page 1

**Buy From: V-56466**

WHITSONS SCHOOL NUTRITION CORP.  
1800 MOTOR PKWY  
ISLANDIA, NY 11749

**Ship To:**

Lawrence Union Free School District  
Purchasing Department  
195 Broadway  
Lawrence, NY 11559  
United States

**Terms**

Buyer Marie Elliott  
Attention

Ship Method  
Expected Date

ACCOUNTING: (516) 295-7050 | PURCHASING: (516) 295-7061

SOURCE OF PRICE | BID QUOTE NYS CONTRACT COUNTY CONTRACT  
OTHER

CAPITAL INVENTORY ITEM | YES NO

PO NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND  
CORRESPONDANCE

Send invoices under separate cover to: Accounting Office  
Lawrence Union Free School District  
PO Box 477 - Lawrence, New York 11559

N.Y. State Right-to-Know & OSHA Hazard Communication Standard (29CFR  
1910-1200)

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Manufacturers, importers, distributors and suppliers also must provide Material  
Safety Data Sheets (MSDSs) for these substances. Appropriate labels and  
MSDSs

should be provided for all shipments.

Send MSDSs to Lawrence Public Schools - PO Box 477 - Lawrence, NY 11559  
ATT: District Health and Safety Officer

No.	Description	Vendor Item No.	Quantity Ordered	U/M	Unit Price	Amount
E2860	Equipment		1		15,000.00	15,000.00
E2860	Direct Food Costs		1		314,765.0	314,765.00
E2860	Admin Fee		1		70,174.00	70,174.00
E2860	Salaries & Benefits		1		398,611.0	398,611.00
E2860	Other Direct Costs		1		40,000.00	40,000.00
E2860	Papergoods & Supplies		1		15,000.00	15,000.00
<b>Order Total:</b>						<b>853,550.00</b>

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# Lawrence Union Free School District

195 Broadway  
Lawrence, NY 11559

# Purchase Order

<b>Order No.</b>	<b>PO-21500004</b>
Order Date	07/01/14
Fiscal Year	2015
Requisition	
Page	2

Account Distribution	Amount
C-E2860-01-0000-260	15,000.00
C-E2860-01-0000-400	314,765.00
C-E2860-01-0000-422	70,174.00
C-E2860-01-0000-451	438,611.00
C-E2860-01-0000-500	15,000.00

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ADMINISTRATIVE APPROVAL

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PURCHASING AGENT

**Lawrence Union Free School District**195 Broadway  
Lawrence, NY 11559**Purchase** 7/3/2014

<b>Order No.</b>	<b>PO-21500006</b>
Order Date	07/01/14
Fiscal Year	2015
Requisition	
Page	1

**Buy From: V-00032000**XEROX CORPORATION  
PO BOX 660502  
DALLAS, TX 75265-0502**Ship To:**Lawrence Union Free School District  
Purchasing Department  
195 Broadway  
Lawrence, NY 11559  
United States**Terms**Buyer Marie Elliott  
Attention**Ship Method**

Expected Date

ACCOUNTING: (516) 295-7050 | PURCHASING: (516) 295-7061

SOURCE OF PRICE | BID QUOTE NYS CONTRACT COUNTY CONTRACT  
OTHER

CAPITAL INVENTORY ITEM | YES NO

PO NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND  
CORRESPONDANCESend invoices under separate cover to: Accounting Office  
Lawrence Union Free School District  
PO Box 477 - Lawrence, New York 11559N.Y. State Right-to-Know & OSHA Hazard Communication Standard (29CFR  
1910-1200)

require manufacturers, importers &amp; Suppliers to label containers or toxic

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Manufacturers, importers, distributors and suppliers also must provide Material  
Safety Data Sheets (MSDSs) for these substances. Appropriate labels and  
MSDSs

should be provided for all shipments.

Send MSDSs to Lawrence Public Schools - PO Box 477 - Lawrence, NY 11559  
ATT: District Health and Safety Officer

No.	Description	Vendor Item No.	Quantity Ordered	U/M	Unit Price	Amount
E1010	BD OF ED		1		3,400.00	3,400.00
E1310	BUSINESS ADMINISTRATION		1		4,850.00	4,850.00
E1670	Print Shop		1		35,000.00	35,000.00
E1680	Technology		1		2,500.00	2,500.00
E2020	#2 School		1		11,054.00	11,054.00
E2020	#4 School		1		8,088.00	8,088.00
E2020	#5 School		1		9,748.00	9,748.00
E2020	MS		1		16,654.00	16,654.00
E2020	HS		1		38,156.40	38,156.40
E2250	Special Education-PPS		1		5,835.00	5,835.00
E5510	DISTRICT TRANSPORTATION		1		3,720.00	3,720.00

Order Total: 139,005.40**TERMS AND CONDITIONS**

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# Lawrence Union Free School District

195 Broadway  
Lawrence, NY 11559


# Purchase Order

**Order No.** PO-21500006  
Order Date 07/01/14  
Fiscal Year 2015  
Requisition  
Page 2

Account Distribution	Amount
A-E1010-30-0000-432	3,400.00
A-E1310-00-0000-432	4,850.00
A-E1670-00-0000-432	35,000.00
A-E1680-00-0000-432	2,500.00
A-E2020-12-0000-432	11,054.00
A-E2020-14-0000-432	8,088.00
A-E2020-15-0000-432	9,748.00
A-E2020-21-0000-432	16,654.00
A-E2020-22-0000-432	38,156.40
A-E2250-00-0000-432	5,835.00
A-E5510-00-0000-432	3,720.00

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ADMINISTRATIVE APPROVAL



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PURCHASING AGENT



**American Red Cross  
Shelter Agreement**

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: \_\_\_\_\_ Facility: Lawrence Union Free School District

**Parties and Facility**

Owner:

Legal name: Lawrence Union Free School District  
Chapter: \_\_\_\_\_  
24-Hour Point of Contact:  
Name and title: \_\_\_\_\_  
Work phone: \_\_\_\_\_ Cell phone/pager: \_\_\_\_\_  
Address for Legal Notices:  
195 Broadway  
Lawrence, NY 11559

Red Cross:

Legal name: The American National Red Cross  
Chapter: Long Island  
24-Hour Point of Contact:  
Name and title: Emergency Communications Center, Greater New York  
Work phone: 877-733-2767, option 1  
Address for Legal Notices:  
American Red Cross  
Long Island Chapter  
195 Willis Avenue  
Mineola, NY 11501

*Copies of legal notices must also be sent to:*

The American National Red Cross, Office of the General Counsel,  
2025 E Street, NW, Washington DC 20006

and

The American National Red Cross, Disaster Operations,  
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

2 School, One Donahue Avenue, Inwood, NY 11096  
4 School, Wanser Avenue, Inwood, NY 11096  
5 School, 305 Cedarhurst Avenue, Cedarhurst, NY 11516  
6 School, 523 Church Avenue, Woodmere, NY 11598

**Terms and Conditions**

1. Use of Facility: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Facility/Shelter Opening/Closing Form, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. Food Services: Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Reimbursement: The Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner (legal name)	THE AMERICAN NATIONAL RED CROSS (legal name)
By (signature)	By (signature) Elizabeth Barker
Name (printed)	Name (printed) Director of Emergency Services
Title	Title +
Date	Date

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## TERMS AND CONDITIONS

The terms and conditions of this engagement with CBIZ Valuation Group, LLC ("CBIZ") are subject to and governed by the following Terms and Conditions and other terms, assumptions and conditions contained in the engagement letter.

### GENERAL

This Agreement forms the entire agreement between the parties relating to the services, and replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. This agreement shall be binding on all transferees, successors and assigns of both CBIZ and you. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Each party acknowledges that this was a negotiated contract, and as a result, no part of this contract shall be construed against either party based on drafting of the contract. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

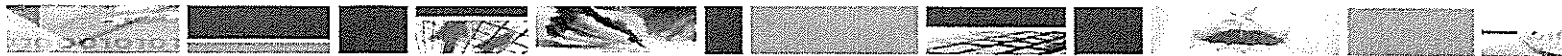
No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

You acknowledge and agree that you will be solely responsible for any and all applicable sales tax due in connection with the services provided under this Agreement.

It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs CBIZ to the contrary, upon completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in CBIZ newsletters and publications and discussions with third parties regarding work opportunities.

### LIMITATION ON DAMAGES

You agree that CBIZ, any entity related to it and their respective personnel, current or former, shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ. Unless otherwise prohibited by law, in no event shall CBIZ, any entity related to it or their respective personnel, current or former, be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.





#### **LIMITATION ON DISTRIBUTION AND USE**

The report, the final estimate of value, and the prospective financial analyses (collectively, as used in this paragraph, the "CBIZ Work Product") included therein are intended solely for the information of the person or persons to whom they are addressed and solely for the purposes stated; they should not be relied upon for any other purpose, and no party other than the Company may rely on them for any purpose whatsoever. Neither the valuation report, its contents nor any reference to the appraiser or CBIZ may be referred to or quoted in any registration statement, prospectus, offering memorandum, sales brochure, other appraisal, loan or other agreement or document given to third parties. In addition, except as set forth in the report, our analysis and report are not intended for general circulation or publication, nor are they to be reproduced or distributed to third parties.

Notwithstanding the foregoing, if the Company desires to distribute or use the CBIZ Work Product in any way not expressly contemplated by these Terms and Conditions or the Agreement, including, without limitation and by way of example, reference to CBIZ by name or inclusion of any portion of the CBIZ Work Product in any regulatory filing, CBIZ, at our sole discretion, may permit Company to do so for a fee commensurate to the additional risk associated with such distribution or use.

As required by new U.S. Treasury rules, we inform you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this letter, including attachments, is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Service.

#### **NOT A FAIRNESS OPINION**

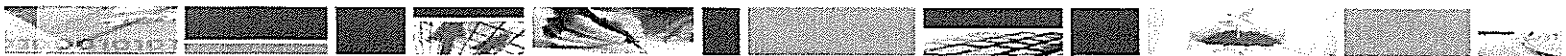
Neither our opinion nor our report are to be construed as an opinion of the fairness of an actual or proposed transaction, a solvency opinion, or an investment recommendation, but, instead, are the expression of our determination of the fair value between a hypothetical willing buyer and a hypothetical willing seller in an assumed transaction on an assumed valuation date where both the buyer and the seller have reasonable knowledge of the relevant facts.

#### **OPERATIONAL ASSUMPTIONS**

Unless stated otherwise, our analysis (i) assumes that, as of the valuation date, the Company and its assets will continue to operate as configured as a going concern, (ii) is based on the past, present and future projected financial condition of the Company and its assets as of the valuation date, and (iii) assumes that the Company has no undisclosed real or contingent assets or liabilities, other than in the ordinary course of business, that would have a material effect on our analysis.

#### **COMPETENT MANAGEMENT ASSUMED**

It should be specifically noted that the valuation assumes the property will be competently managed and maintained over the expected period of ownership. This appraisal engagement does not entail an evaluation of management's effectiveness, nor are we





responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.

#### **NO OBLIGATION TO PROVIDE SERVICES AFTER COMPLETION**

Valuation assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. If the need for subsequent services related to a valuation assignment occurs, including updates, conferences, testimony, preparation for testimony, document production, interrogatory response preparation, or reprint and copy services whether by request of the Company or by subpoena or other legal process initiated by a party other than the Company, Company agrees to compensate CBIZ for its time at its standard hourly rates then in effect, plus all expenses incurred in the performance of said services. CBIZ reserves the right to make adjustments to the analysis, opinion and conclusion set forth in the report as we deem necessary by consideration of additional or more reliable data that may become available.

#### **NO OPINION IS RENDERED AS TO LEGAL FEE OR PROPERTY TITLE**

No opinion is rendered as to legal fee or property title. No opinion is intended in matters that require legal, engineering or other professional advice that has been or will be obtained from professional sources.

#### **LIENS AND ENCUMBRANCES**

We will give no consideration to liens or encumbrances except as specifically stated. We will assume that all required licenses and permits are in full force and effect, and we make no independent on-site tests to identify the presence of any potential environmental risks. We assume no responsibility for the acceptability of the valuation approaches used in our report as legal evidence in any particular court or jurisdiction.

#### **INFORMATION PROVIDED BY OTHERS**

Information furnished by others is presumed to be reliable; no responsibility, whether legal or otherwise, is assumed for its accuracy and cannot be guaranteed as being certain. All financial data, operating histories and other data relating to income and expenses attributed to the business have been provided by management or its representatives and have been accepted without further verification except as specifically stated in the report.

#### **PROSPECTIVE FINANCIAL INFORMATION**

Valuation reports may contain prospective financial information, estimates or opinions that represent reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as forecasts, prospective financial statements or opinions, predictions or as assurances that a particular level of income or profit will be achieved, that events will occur or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis will vary from those described in our report, and the variations may be material.



Any use of management's projections or forecasts in our analysis will not constitute an examination, review or compilation of prospective financial statements in accordance with standards established by the American Institute of Certified Public Accountants (AICPA). We will not express an opinion or any other form of assurance on the reasonableness of the underlying assumptions or whether any of the prospective financial statements, if used, are presented in conformity with AICPA presentation guidelines.

#### **DISPUTE RESOLUTION AND JURY TRIAL WAIVER**

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, any claim based on this engagement must be filed within twenty four (24) months after performance of our service.

Unless otherwise prohibited by law or applicable professional standard, each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising out of this agreement or any dealings between the parties hereto relating to the subject matter hereof.

The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ or any of its subsidiaries and any of their respective personnel, current or former.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of Ohio, specifically and exclusively in the Cuyahoga County Court of Common Pleas or the Federal District Court for the Northern District of Ohio, over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

#### **INDEPENDENT CONTRACTOR**

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.





**PROFESSIONAL FEES:**

The fees for the professional services outlined in this proposal are provided below and are inclusive of travel and out-of-pocket expenses unless otherwise noted. CVG will submit one invoice upon generation of reports. You may indicate the acceptance of our proposed services and related fees by initialing the desired service executing the signature block and returning a copy of the agreement to the attention of the undersigned via fax at (262) 677-2130 or e-mail to [kjaeger@cbiz.com](mailto:kjaeger@cbiz.com).

**Update Service Options - (Please check one)**

- Limited On-Site Update Service \$7,700 \_\_\_\_\_
- Electronic Update Service \$1,550       ✓

*Please note that all change requests made after the issuance of final reports are subject to CVG's standard labor rates.*

**Optional Services**

- Barcode Tags \$200 per roll of 1,000 \_\_\_\_\_
- Data Entry Services \$75 per hour \_\_\_\_\_

We authorize CBIZ to distribute electronic copies of the District's reports to our independent auditor. \_\_\_\_\_ (initial here)

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

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**I have read the terms of this agreement and hereby authorize this assignment.**

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

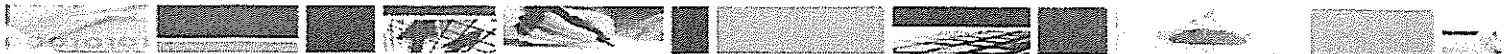
Client: Lawrence UFSD

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

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

CBIZ Representative: Kory Dogs 6/4/14 *[Signature]* Title: Managing Director

*The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 60 days from the date of this proposal.*





**COMMACK UNION FREE SCHOOL DISTRICT**  
**Commack, New York**

**CONTRACT FOR HEALTH AND WELFARE SERVICES**

We, the undersigned Board of Education of **COMMACK UNION FREE SCHOOL DISTRICT**, Towns of Huntington and Smithtown, County of Suffolk, New York, hereby contracts with the Board of Education of **Lawrence UFSD**, Town(s) of , County of , New York, for the purpose of providing health services for approximately 1 child(ren) residing in your school district and attending non-public schools in **COMMACK UNION FREE SCHOOL DISTRICT**, for the School Year 2013-14.

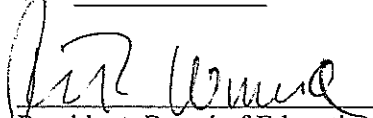
The Board of Education of **COMMACK UNION FREE SCHOOL DISTRICT** hereby contracts to furnish the necessary health services under the provisions of Section 912, Article 23 of the Education Law for the sum of **\$994.16 per pupil** per year enrolled in the aforementioned school for the school year 2013-14. Said services consist of the following:

Physician Services	School Social Works
School Nursing Service	School Speech Evaluation Services
School Psychological Service	Vision and Hearing Test

Examinations for participants in athletics  
Notification of parents regarding defects and follow-up  
Furnishing of medication equipment deemed necessary by  
the school physician and school nurse  
Furnishing of First Aid Supplies and Health Records Forms  
Administrative/Secretarial/Clerical Support Services for  
all the above health services


No teaching services, as such, shall be included under this contact.

Date \_\_\_\_\_



President, Board of Education  
Commack Union Free School District

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



District Clerk, Board of Education  
Commack Union Free School District

\_\_\_\_\_  
District Clerk, Board of Education

Acting

Please returned signed copy to:  
Commack Union Free School District  
Business Office  
P.O. Box 150  
Commack, NY 11725

ENCLOSURE

VIII.E.1.d.

7/3/2014

VINCENT D. CULLEN, CPA  
(1950 - 2013)

JAMES E. DANOWSKI, CPA  
PETER F. RODRIGUEZ, CPA  
JILL S. SANDERS, CPA  
DONALD J. HOFFMANN, CPA  
CHRISTOPHER V. REINO, CPA  
ALAN YU, CPA

CULLEN & DANOWSKI, LLP  
CERTIFIED PUBLIC ACCOUNTANTS

July 1, 2014

Board of Education and Management  
Lawrence Union Free School District  
195 Broadway  
Lawrence, New York 11559

Dear Members of the Board and Management:

We are pleased to confirm our understanding of the services we are to provide the Lawrence Union Free School District (District) for the year ended June 30, 2015. We will audit the following, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2015:

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

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

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
- Schedule of Funding Progress of the OPEB Plan
- Schedule of Proportionate Share of the Net Pension Liability
- Schedule of Contributions to Pension Plan

The following other supplementary information accompanying the financial statements is required by the New York State Education Department and will not be subjected to the auditing procedures applied in our

**Lawrence Union Free School District**  
For the Year Ended June 30, 2015

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audit of financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

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

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

- Schedule of Expenditures of Federal Awards

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

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

We will also audit the Lawrence Union Free School District's Extraclassroom Activity Funds which are reported on the cash basis of accounting.

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*.

**Lawrence Union Free School District**  
For the Year Ended June 30, 2015

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The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The *OMB Circular A-133* report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of *OMB Circular A-133*. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of *OMB Circular A-133*, and will include tests of the accounting records, a determination of major programs in accordance with *OMB Circular A-133*, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

**Management Responsibilities**

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of *OMB Circular A-133*. As part of the audit, if necessary, we will assist in the preparation of your financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements, including GASB 34 conversion entries, and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (1) establishing and maintaining effective internal controls, including controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve

**Lawrence Union Free School District**  
For the Year Ended June 30, 2015

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compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions and contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by *OMB Circular A-133*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review upon commencement of our interim audit work.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with *OMB Circular A-133*. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with *OMB Circular A-133*; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with *OMB Circular A-133*; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the other supplementary information in conformity with the U.S. generally accepted accounting principles. We have not been engaged to report on the other supplementary information, which accompanies the financial statements but is not RSI. Our responsibility for the other

supplementary information included in documents containing the District's audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such information contained in these documents is properly stated. The other supplementary information will not be audited and we will not express an opinion or provide any assurance on it.

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

#### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of certain assets, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with

laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

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

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by *OMB Circular A-133*, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *OMB Circular A-133*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and *OMB Circular A-133*.

#### **Audit Procedures – Compliance**

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

*OMB Circular A-133* requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to *OMB Circular A-133*.

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

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and the District-prepared corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. We will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

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

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

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



**Lawrence Union Free School District**  
For the Year Ended June 30, 2015

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Peter F. Rodriguez, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services of \$56,000 is based upon our projection of the time that we will spend on the engagement at our government audit hourly rates. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

A copy of our most recent external peer review report dated May 16, 2012, accompanies this letter.

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

Very truly yours,

Cullen & Danowski, LLP  
For the Firm:

  
Partner

**RESPONSE**

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

By: Board of Education

By: District Management

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

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

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

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

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

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

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

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

R.A. MERCER & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

63 SO. MAIN STREET  
CATTARAUGUS, NY 14719  
(716) 257-9511

RAYMOND A. MERCER, CPA 1931-1583

ROBERT W. IRWIN, CPA

CATHIE J. BRIDGES, CPA  
KENNETH FRANK, CPA  
ROGER J. LIS, JR., CPA  
JULIE L. JAGODA - BOOTH, CPA  
DENISE D. VELOSKI, CPA  
KATHERYN A. LARRACUENTE, CPA

Fax (716) 257-9513  
www.ramercercpa.com

System Review Report

May 16, 2012

To the Partners of  
Cullen & Danowski, LLP  
and the Peer Review Committee of the  
New York State Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP in effect for the year ended December 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP in effect for the year ended December 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Cullen & Danowski, LLP has received a peer review rating of *pass*.

R.A. Mercer & Co, P.C.

*R.A. Mercer & Co, P.C.*

CATTARAUGUS  
716-257-9511

ORCHARD PARK  
716-675-4270

SARDINIA  
716-496-5028

SPRINGVILLE  
716-592-0038

**AGREEMENT**

THIS AGREEMENT, made as of the 1st day of July 2014, by and between the Lawrence Union Free School District ("District"), P.O. Box 477, Lawrence, New York 11559, and the Internal Auditor - Christine FriebeL.

WHEREAS, the Board desires to retain Consultant for the services indicated herein and Consultant desires to serve the District upon the terms and conditions set forth herein; and

WHEREAS, Consultant represents that she is duly qualified under the Laws of the State of New York and the rules and regulations of the Commissioner of Education to provide the services set forth herein; and

WHEREAS the parties have mutually agreed upon the following terms and conditions relative to Consultant's services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable consideration, it is agreed as follows:

1. TERM & TERMINATION:

The term of this Agreement shall be deemed to have commenced on July 1, 2014 and shall terminate on June 30, 2015, unless sooner terminated as set forth herein. Consultant shall perform services only to the extent authorized by the District and the New York State Department of Education (NYSED). This Agreement may be terminated by the District on ten (10) days' prior written notice to Consultant. In the event of termination as provided for herein, Consultant shall be entitled only to prorated compensation for services rendered through the effective date of termination.

2. DUTIES:

The nature of Consultant's duties and responsibilities are more particularly described in Attachment "A" hereto, which is a part hereof. Consultant agrees to perform all the services described therein, and such other services and duties as shall, from time to time, be determined by the District.

3. TIME REQUIREMENTS:

During the term of this Agreement, Consultant shall devote his time, attention and energies to her services under this Agreement and shall not be engaged in any other work or employment incompatible with the full and proper conduct of his duties herein. In fulfillment of his obligations under this Agreement, Consultant shall work during the District's regular business hours in the performance of his duties under this Agreement. In addition, Consultant shall attend evening meetings with the Board of Education, or other evening meetings required in this position, as part of his duties under this Agreement.

4. FEES:

During the term of this agreement the District shall pay Consultant \$38,958 at the rate of \$64.93 per hour, not to exceed 600 hours of service provided to the District. The District shall pay for seminars and conferences as directed by the NYSED; subject to District approval and relevant to the Consultant's duties. Mileage shall be paid to Consultant when mileage to approved seminars or conferences exceeds the normal commute for the Consultant (at current IRS mileage rate). This shall constitute the entire compensation package to Consultant and there shall be no other payments or benefits. Any additional time spent by Consultant in fulfillment of his duties under this Agreement, including attendance at evening meetings with the Board of Education or other evening meetings required in this position, shall be provided at no additional cost to the District.

5. RELATIONSHIP BETWEEN THE PARTIES:

Consultant is retained by the District only for purposes and to the extent set forth in this Agreement, and its relationship to the District shall, during the period of service hereunder, be that of an independent contractor. The Consultant shall be free to dispose of that portion of his time, energy and skill outside of regular business hours and/or as the Consultant is not obligated to devote hereunder to the District in such a manner as he sees fit, provided it does not interfere with his obligations to the District or reduce the time, energy and skill required to be devoted to the District under this Agreement. Consultant shall not be considered as having employee status nor entitled to participate in any of the District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance or other similar employment benefit program, nor shall Consultant be entitled to any of the rights or benefits available to District employees under State law or any collective bargaining agreement, with the exception of the benefit set forth in paragraph 6 below.

6. DEFENSE AND INDEMNIFICATION:

The District shall defend and indemnify Consultant Christine Friebe against any action or proceeding, other than a criminal prosecution or a proceeding brought by the District against Consultant Christine Friebe including proceedings before the Commissioner of Education, arising out of the performance of Consultant Christine Friebe's duties under this Agreement, provided that:

- a) Consultant the District in writing of the commencement of such action or proceeding against him within five (5) days after the service of process upon him/her; and
- b) The District shall have the right to designate and appoint legal counsel to represent Consultant in such action or proceeding against him/her; and
- c) Nothing contained herein is intended to or shall have the effect of modifying, varying or changing any rights arising under District policy or the Laws of the State of New York, including but not limited to Education Law Sections 3023, 3028, 3811, 3813 and Article 18 of the Public Officers Law.

7. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties and this Agreement shall not be changed, modified or discharged, unless consented to in writing by both parties.

8. MISCELLANEOUS:

This agreement will be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Dated:

By: \_\_\_\_\_

President Board of Education  
Lawrence Union Free School District

Dated:

By: Christine Friebel

Christine Friebel  
Internal Auditor

Attachment "A"

**LAWRENCE UNION FREE SCHOOL DISTRICT  
INTERNAL AUDITOR**

**Primary Responsibility of the Internal Auditor as outlined by NYS Education Department**

The Internal Auditor is to assist the Board in ensuring that the District's risks are identified and that the appropriate internal controls are in place to address those risks.

**Specific Responsibilities as outlined by the NYS Education Department**

The Internal Auditor must develop a risk assessment of District operations including, but not limited to, a review of District financial policies, procedures and practices, and the testing and evaluation of District internal controls.

An annual review and update of above stated risk assessment;

Periodic testing and evaluation of one or more areas of the District's operations;

Preparation of reports, at least annually or more frequently as the Board of Education may direct, which analyze significant risk assessment findings, recommend changes for strengthening controls and reducing identified risks, and specify timeframes for implementation of those recommendations.

The Internal Auditor should report directly to the Board on the results of internal audit work and to the Board, the Board Clerk or the Superintendent as determined by the Board, on administrative issues.

**Qualifications as outlined by the NYS Education Department**

The Internal Auditor position requires experience in conducting audits in accordance with professional auditing standards.

The Internal Auditor has or can obtain experience with District financial operations; pertinent laws, rules and regulations on the Federal, State and local levels; purchasing and investment policies; accounting systems and procedures; and other areas that are deemed necessary.

The Board of Education needs to ensure that the Internal Auditor receive training that will assist them in meeting these criteria.

The Internal Auditor should follow professional standards established by either the Government Accountability Office or the Institute of Internal Auditors.

The Internal Auditor must be independent of business operations; have the requisite knowledge and skills to complete the work; and meet the other general standards, fieldwork standards, and reporting standards for audits, or the other attributes and performance standards for audits, as appropriate, and cannot be a close or immediate family member of an employee, officer, or contractor providing significant or material services to the District.

There is no requirement that the Internal Auditor maintain any professional certifications such as

a CPA or CIA.

The law does not require that the Internal Auditor be a resident of the District.

**HEALTH AND WELFARE SERVICES AGREEMENT**

This Agreement is entered into this 12<sup>th</sup> day of February, 2013 by and between the Board of Education of the Lawrence UFSD (hereinafter "Lawrence UFSD"), having its principal place of business for the purpose of this Agreement at PO Box 477, Lawrence, New York, and the Board of Education of the GARDEN CITY Union Free School District (hereinafter "GARDEN CITY"), having its principal place of business for the purpose of this Agreement at 56 Cathedral Avenue, Garden City New York.

W I T N E S S E T H

WHEREAS, Lawrence UFSD is authorized pursuant to Section 912 of the Education Law, to enter into a contract with GARDEN CITY for the purpose of having GARDEN CITY provide health and welfare services to children residing in Lawrence UFSD and attending a non-public school located in GARDEN CITY,

WHEREAS, certain students who are residents of the Lawrence UFSD attending non-public schools located in GARDEN CITY,

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, 2012 through June 30, 2013 inclusive.
2. GARDEN CITY warrants that the health and welfare services will be provided by licensed health care providers. GARDEN CITY 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. GARDEN CITY 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. GARDEN CITY 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. GARDEN CITY 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 GARDEN CITY shall be consistent with the services available to students attending public schools within the GARDEN CITY; 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 UFSD agrees to pay GARDEN CITY the sum of \$838.23 per eligible pupil for the 2012–2013 school years.
- 6. Lawrence UFSD shall pay GARDEN CITY within thirty (30) days of Lawrence UFSD's receipt of a detailed written invoice from GARDEN CITY. 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, GARDEN CITY shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by Lawrence UFSD 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, GARDEN CITY shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by Lawrence UFSD shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 9. GARDEN CITY 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 UFSD or GARDEN CITY'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:  

Superintendent of Schools Garden City UFSD 56 Cathedral Avenue Garden City NY 11530	Superintendent of Schools Lawrence UFSD PO Box 477 Lawrence, NY 11559
--	--
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 provision(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 Superintendent of Schools of the Lawrence UFSD (district of residence).

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

Lawrence UFSD

Garden City Union Free School District

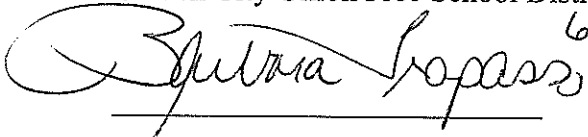
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Superintendent of Schools

Lawrence UFSD

Garden City Union Free School District

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

 6.10.14  
\_\_\_\_\_  
President, Board of Education

# HEALTH SOURCE GROUP

76 North Broadway  
Suite 3003  
Hicksville, New York - 11801

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

## General Terms and Conditions for Facility Services

These GENERAL TERMS AND CONDITIONS FOR FACILITY SERVICES (hereinafter referred to as this "Agreement") is dated 7/1/2014 to 6/30/2015, and is between Health Source Group (HSG) and Lawrence Public Schools ("Client") with address 195 Broadway, Lawrence, NY.

Whereas, HSG is engaged in the business of recruitment and employment of professional health care personnel (hereinafter referred to as "HSG Professionals");

NOW, THEREFORE, for valuable consideration, HSG and client agree as follows:

1. **PROVISION OF SERVICES BY HSG.** HSG shall provide Client with the services of HSG Professionals in the categories and numbers and upon the terms agreed upon by HSG and Client. The name of each HSG Professional selected by Client, along with his or her assignment and specialty, shall be presented to HSG. HSG will perform due diligence to ensure professionals selected by Client are compliant as required by JCAHO, New York State and Client specific guidelines. Client shall promptly provide to HSG any information reasonably requested by HSG to enable HSG to comply with such requirements. Proof of NYS Education Department Finger Print Clearance will be provided.

2. **PROCEDURE FOR REQUESTING HSG PROFESSIONALS.**

2.1 **Client Request for HSG Professionals.** Upon the execution of this Agreement, Client shall furnish HSG with detailed specifications of the HSG Professional required, according to the HSG Professionals' respective specialties, number of HSG Professionals required and any other conditions and HSG shall endeavor to provide the HSG Professionals as requested.

2.2 **Processing of HSG Professionals.** After a HSG Professional is selected by Client and HSG has agreed to render services to Client by written notification, HSG shall arrange for each available HSG Professional to begin service with Client as per Client request. HSG shall provide the name of such HSG Professional, his or her assignment and specialty to Client. Client agrees to provide to each HSG Professional adequate orientation promptly following each HSG Professional's arrival at the workplace. HSG shall obtain worker's compensation, unemployment and malpractice insurance coverage for each HSG Professional.

3. **WORKING TERMS**

3.1 **Procedures; Facilities.** Each HSG Professional shall be required to perform his or her duties within the framework of normal working procedures of, and according to, the reasonable working schedules determined by Client. Client shall provide the HSG Professionals the same facilities as are available to Client's staff employees.

3.2 **Continuing Education.** Client agrees to provide to each HSG Professional, as is necessary or appropriate for Client's facility, upon arrival of each HSG Professional, and any Client mandatory education classes.

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4. **PAYMENT TERMS.** HSG's current billing rates for HSG Professionals are set forth on Exhibit A to this Agreement, and are fixed for a period of twelve (12) months from the date of this Agreement. Client agrees to pay such rates for any HSG Professional who renders services to Client, within Sixty (60) days after the date of each invoice. Client shall deliver by fax or courier to HSG on the first Tuesday succeeding each regular weekly payroll period the attendance report for each HSG Professional for such payroll period. Each invoice for work performed in any billing period shall be payable by Client in full, in accordance with the terms of payment provided for herein, without credit or offset whatsoever. All invoices shall be due within forty five (45) days.

5. **INDEMNITY.** Client shall indemnify, hold harmless, and defend HSG and its' directors, officers, employees, and agents from all liabilities, losses, damages, claims or causes of action, and expenses connected therewith (including reasonable attorney's fees), caused directly or indirectly, by or as a result of the performances of Client's or HSG Professionals' duties hereunder, but as to HSG Professionals, in connection with alleged acts or omissions occurring in the workplace or while the HSG Professionals are under the direction or control of Client, HSG shall indemnify, hold harmless and defend Client and its' directors, officers, employees, and agents from all liabilities, losses, damages, claims or causes of action, and expenses connected therewith (including reasonable attorney's fees), caused directly or indirectly, by or as a result of the performance of HSG's or HSG Professionals' duties hereunder, but as to HSG Professionals, in connection with alleged acts or omissions occurring away from the workplace or while the HSG Professionals are under the direction or control of HSG.

6. **LIMITATION OF LIABILITY.** Client shall not be entitled to any compensation or damages from HSG if: HSG is unable to provide an HSG Professional as specified in the Agreement after using its' best efforts to do so.

## 7. **TERM AND TERMINATION AGREEMENT.**

7.1 **Term:** The term of this Agreement shall commence on July 1, 2014 to June 30 2015.

7.2 **Termination of Agreement.** Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall be terminated in the event that: (a) a party shall become the subject of a proceeding under the United States Bankruptcy Code; make an assignment for the benefit of its creditors; assign its rights or obligations hereunder without the written consent (other than specifically provided for herein) of the other party; have a substantial portion of its assets subjected to a creditor's lien which is not removed within (30) days after such party has notice of such lien or become imminent; or (b) Client fails to pay any invoice when due, and fails to cure such default within seven (7) days after written notice thereof. Client acknowledges that upon default by Client, HSG shall have no further obligation to furnish HSG Professionals to Client.

## 8. **MISCELLANEOUS**

8.1 **Assignability.** Neither HSG nor Client may assign any of it's rights, or delegate any of it's duties hereunder, to any other party by operation of law or otherwise, without the written consent of the other party, and any attempted assignment or delegation in violation of this Section shall be void.

8.2 **Parties' Authority.** Each party hereto represents and warrants that it is authorized to execute, deliver and perform this Agreement, and that all necessary corporate action has been taken and consents have been obtained.

8.3 **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and wholly performed in that jurisdiction.

8.4 **Attorney's Fees and Costs.** In the event of any litigation or arbitration commenced by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

8.5 **Arbitration.** Any dispute, controversy or claim arising out of or relating to this Agreement or a breach thereof shall be submitted to arbitration in New York, NY, in accordance with the rules and regulations of the American Arbitration Association then in effect. The decision of the arbitrators and the award of any damages shall be binding and conclusive on the parties.

8.6 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given.

8.7 **Integration: No Waiver.** This Agreement, together with all agreements, documents, and other instruments attached or to be attached hereto, set forth the entire understanding between the parties hereto with regard to the subject matter of this Agreement. No waiver shall be deemed to be made by any party hereto, and this Agreement shall not be changed or modified in any respect, except by a writing signed by the parties hereto.

8.8 **Insurance Clause:** The Agency shall maintain valid policies of insurance from insurance policies rated AM Best Secured including general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering the negligent acts or omissions which may give rise to liability for services provider under this Agreement. The Agency shall provide a certificate of insurance prior to assigning any of its employees to work in the District.

## 9. **CONFIDENTIALITY OF STUDENT RECORDS**

All staff of the Agency who receive a student's personally identifiable information contained in education records by any means, including oral, written or electronic means are prohibited from disclosing such information unless, the disclosure is subject to an exception under FERPA and/or HIPAA regulations. FERPA defines "education records" as those that are: 1) directly related to a student; and 2) maintained by an education agency or institution or by a party acting for the agency or institution. Additionally, under the HIPAA Privacy Rule staff of the Agency are required to protect individuals' health records and other identifiable health information and thus, no disclosures may be made of such information without patient authorization.

## 10. **COMPLIANCE WITH SAFE SCHOOLS AGAINST VIOLENCE ACT**

The Agency shall perform background checks and fingerprinting on all staff directly providing services to students and comply with all provisions of the Safe Schools Against Violence Act, "Save". The Agency shall provide the District with appropriate proof of clearance for employment by the New York State Education Department.

## 11. **EXCLUDED/DEBARRED PARTIES**

The Agency represents and warrants that it, nor its employees or contractors, is not excluded from 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 Agency, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, the Agency will notify the School District in writing within three (3) days after such event. Upon the occurrence of such event,

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whether or not such notice is given to the Agency, the School District reserves the right to immediately cease contracting with the Agency.

If the Agency is an Employment Agency, it represents and warrants that its employees and contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C § 1320.a-7b(f) or in any other government payment program.

The Agency 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 Lists 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 that an excluded party is discovered the Agency will notify the School District in writing within three (3) days after such event.

Upon occurrence of such event, whether or not such notice is given to the Agency, the School District reserves the right to immediately, cease contracting with the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written.

HEALTH SOURCE GROUP

By: Patricia Hennessy  
Printed  
Name: Patricia Hennessy  
Title: Staffing Manager  
Date: 6/5/14

LAWRENCE PUBLIC SCHOOLS

By: \_\_\_\_\_  
Printed  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## EXHIBIT A

### HOURLY RATES

#### **Per-Diem Rates:**

C.N.A.:	\$ 23.00 PER HOUR
LPN:	\$ 34.00 PER HOUR
RN:	\$ 49.00 PER HOUR

#### **Long Term Rate:**

C.N.A.:	\$ 22.00 PER HOUR
LPN:	\$ 33.50 PER HOUR
RN:	\$ 46.50 PER HOUR

\* No charge if student does not go to school due to illness or hospital stay.

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN THE LAWRENCE UNION FREE SCHOOL  
DISTRICT AND HMB CONSULTANTS**

This is the record of an agreement ("this Agreement") between the Lawrence Union Free School District ("District") located at 195 Broadway, Lawrence, NY 11559, and HMB Consultants ("Consultant"), a Company located at 3 Douglas Lane, Voorheesville, New York 12186.

1. **Purpose of the Agreement**

(a) HMB Consultants represents that it will provide consultants who have the training, skills, experience, knowledge and competency to perform consulting services related to the school lunch program at the District.

(b) HMB Consultants represents that neither it nor its employees have any relationship with the District that would, directly or indirectly, impair or otherwise restrict its ability to provide consulting services under this Agreement for the District.

2. **Term**

This Agreement shall be effective July 1, 2014 and shall remain in effect through June 30, 2015. However, nothing herein shall be in any way deemed a limitation on the District's right to terminate this Agreement, at any time, consistent with applicable laws and District policies and procedures.

3. **Services**

HMB Consultants shall provide to the District but is not limited to the following:

1. Consultant will furnish consulting services and advice as specifically requested by the Lawrence Union Free School District's Administration. The services and advice will relate to work directed by Client in the area of Child Nutrition Programs and will specifically include the following:

- (a) The contents in the Proposal for Food Service Consultation for the 2014-15 School Year.

• **Menu Requirements** – Evaluate for variety, quality, and conformity to the required items, at both the Elementary and Secondary Schools. All aspects of the Offer vs. Serve program will be reviewed as they relate to the new federal guidelines and the various fresh fruits and vegetables. Additional monitoring of compliance with the Healthy, Hunger-Free Kids Act guidelines at all levels will be paramount.

- **Meal Participation** – Devise a spreadsheet that analyzes both breakfast and lunch participation per individual building and district-wide comparing the current month to the same month of the previous year. This will be broken down by free, reduced and paid meals and will include totals. This is an excellent tool to define what buildings need attention to boost participation.

- **Labor Staffing** – Ensure that all staffing positions are maintained as per the most recent bid specifications, and that all wage increases have been received.

- **Nutrition/Wellness Meetings** – Obtain from the District a list of proposed dates for meetings with the Wellness Committee and/or meetings with students, faculty and parents. Attend at least one such meeting to update the participants on the new regulations and meal participation on a year-to-date basis.

- **Quality Assurance and Self-Review** – HMB Consultants will conduct an in-depth analysis of the food service program. This will include an observation of each building and an evaluation of the quality and portion size of the food in comparison to the requirements in the bid specifications, especially given all of the new regulations and program enhancements. HMB will also determine how efficient each building is being operated, will look to see if the students are being served quality food on a timely basis, if all the fresh fruits and vegetables are being offered with no canned items, and if the new regulations within the new bid specifications are being implemented correctly.

This evaluation of Quality Assurance will be performed through meetings with students, faculty, and on-site observations in all buildings. The annual self-review of each building is required by NYSED prior to February 1<sup>st</sup> of each year. HMB will complete this for the Lawrence UFSD.

- **Accountability** – HMB Consultants will ensure that the financial information being billed monthly is accurate and results in total conformity to the specifications. An audit trail from the POS terminal to the claim forms will be performed twice annually to evaluate the accuracy of the accounting of the Food Service Management Company.

- **Merchandising and Marketing** – Evaluate the marketing and merchandising techniques being used by the FSMC. Ensure that what was stated in the proposal is in fact being implemented and carried out within the program.

- **Profit and Loss Statement Analysis** – HMB Consultants feel it is paramount that a detailed analysis of the Food Service Management Company's Profit and Loss Statement be performed to ensure that only allowable costs are being charged to the Lawrence Union Free School Districts Child Nutrition Program. Additional monitoring of the direct costs as the year progresses will allow the District to potentially make further decisions on promotions, special offerings, etc.

#### 4. **Compensation:**

(a) HMB Consultants will provide the on-site evaluation at the rate of \$825.00 per day and not to exceed more than \$10,000.00

The above fee includes all expenses incurred by HMB Consultants including travel, lodging and meals. These fees do not include costs that will be incurred by the Lawrence Union Free School District such as equipment or other related expenses recommended by HMB.

Both the Lawrence Union Free School District and HMB Consultants have the right to request a change in the proposed review dates if the enclosed schedule is not suitable as written.

Lawrence Union Free School District may request additional evaluation or additional review days, as it deems necessary.

Fees are payable as billed upon satisfactory completion of work performed.

(b) HMB Consultants agrees that compensation for all services shall be limited to the terms and conditions provided for in this Agreement and that it shall not request, solicit or accept any additional compensation of any kind from individual students and/or their families for services provided pursuant to this Agreement.

## 5. Termination

- (a) For Cause. A party may terminate this Agreement effective immediately by providing written notice of termination for cause. "For cause" shall mean:
  - (i) Any material breach of this Agreement; or
  - (ii) Any act exposing the other party to liability to others for personal injury or property damage; or
  - (iii) Any act of fraud, theft or dishonesty in the course of performing services under this Agreement.
  
- (b) Without Cause.
  - (i) The District shall have the right to terminate this Agreement, without cause, by providing HMB Consultants with two (2) weeks written notice of its intent to terminate the Agreement. All rights and obligations under this Agreement shall immediately cease upon termination of the Agreement unless otherwise provided herein.
  - (ii) HMB Consultants has the right to terminate this Agreement, without cause, by providing the District with thirty (30) days written notice of its intent to terminate the Agreement. All rights and obligations under this Agreement shall immediately cease upon termination of the Agreement unless otherwise provided herein.
  - (iii) The parties shall deal with each other in good faith during the notice of termination period and continue to perform all obligations under this Agreement until the expiration of the notice period. No monies shall be due to HMB Consultants for work performed following the receipt of a termination notice except as specifically authorized in writing by the District.

6. **Independent Contractor Indemnification**

- (a) The relationship of the parties is that of independent contractor and any and all services performed by HMB Consultants under this Agreement shall be performed in such capacity. Neither party shall hold itself out as, nor claim to be, an officer or employee of the other party, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other party, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. Neither party shall have, or hold itself out as having, the authority or power to bind or create liability for the other by its intentional or negligent acts or omissions.
- (b) HMB Consultants shall defend with competent counsel, indemnify, and hold harmless the District, including its trustees, directors, officers, employees, and representatives, with respect to all claims, liabilities, actions, losses and/or damages arising in any manner from the performance of services under this Agreement.
- (c) Subsection 6(b) shall survive any expiration or termination of this Agreement.
- (d) Nothing in this Agreement shall restrict HMB Consultants from providing these services, or otherwise engaging in business with, any other person and/or entity, provided it satisfactorily fulfills its obligations under this Agreement.
- (e) It is agreed by HMB Consultants and the District that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the District on behalf of any consultant provided by HMB Consultants. Said payments are to be made by HMB Consultants in compliance with all federal, state, and local laws. HMB Consultants agrees to pay all self-employment and other applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over HMB Consultants or its relationship with the District. HMB Consultants further agrees to indemnify and hold the District harmless against any claim, cost, penalty, or expense (including reasonable attorneys' fees) related to either party's nonpayment or underpayment of any such taxes or payments, as well as penalties and interest thereon.
- (f) The District acknowledges that it shall have no ability to control the manner, means, details or methods by which HMB Consultants performs its services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.
- (g) HMB Consultants shall coordinate with the Accountant, an agreeable schedule for performing services under this Agreement.

- (h) The District shall provide HMB Consultants desk space and a phone line if necessary. HMB Consultants acknowledges that it is responsible for obtaining any other necessary equipment or supplies including but not limited to computer equipment necessary to adequately fulfill its obligations under this Agreement.
- (i) HMB Consultants shall provide the District a Certificate of Insurance indicating that coverage of \$1,000,000.00 in General Liability is in effect during the entire time of this project.

7. **Notices**

All notices and communications under this Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, or certified mail, return receipt requested. Overnight delivery and mailed notices and communications shall be sent to the other party at its respective address as set forth above, or at such other address as the parties may designate by written notice from time to time.

8. **Assignment**

This Agreement and its respective duties and obligations hereunder may not be assigned, delegated, subcontracted, or transferred without the prior written consent of the other party.

9. **Entire Agreement: Amendment**

This Agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings, or representations, whether oral or written, by either party except as otherwise set forth herein. This Agreement may only be amended by a further written document signed by the parties. It may not be amended orally.

10. **Waiver**

The failure of any party to insist on the strict performance of any provision in this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provision or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

11. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its choice of law principles. In the event of any controversy between the parties relating to this Agreement, the controversy shall be resolved in a court of appropriate subject matter jurisdiction located in Nassau County, New York, unless the parties shall otherwise agree in writing. The parties consent to the personal jurisdiction of such court over them.

12. **Ratification**

This Agreement shall not become effective unless and until ratified by the Board of Education.

13. **Construction**

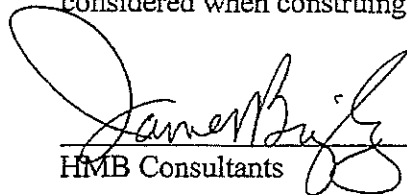
The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of who drafted it.

14. **Severability**

Should any provision of this Agreement be finally determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of the Agreement, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement, in which case the Agreement shall be terminated.

15. **Headings**

The headings set forth herein have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

  
\_\_\_\_\_  
HMB Consultants

6/16/14  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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## Lawrence Union Free School District

### Consultant Services Contract

This agreement is entered into this 1st day of July, 2014, by and between Lawrence Union Free School District and iTutor.com Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 100 Jericho Quadrangle, Suite 337, Jericho, New York 11753.

#### A. Term

The term of this Agreement shall be from July 1st, 2014 through June 30<sup>th</sup> 2015.

#### B. Services and Responsibilities

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include but not be limited to the following:

-Home Bound Instruction

(All services \$45 per individual session and \$90 per group session)

2. CONSULTANT shall perform all services under this AGREEMENT in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.

3. 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.

4. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

5. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

#### C. Compensation

1. The DISTRICT shall pay CONSULTANT in accordance with the district's fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT.

2. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within (30) days of the DISTRICT'S receipt of such invoice.



3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with 24 hours notice of the cancellation.

D. Independent Contractor

1. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

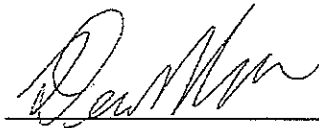
E. Execution

This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

iTutor Inc.

Lawrence UFSD

  
\_\_\_\_\_

\_\_\_\_\_

By: Denise Mardo  
Education Director

By:

FLEXIBLE SPENDING ACCOUNT ("FSA") CLIENT SERVICES AGREEMENT

THIS FSA CLIENT SERVICES AGREEMENT dated January, 2014 between Lawrence UFSD ("CLIENT") with offices in Lawrence, NY and J.J. Stanis and Company, Inc. ("STANIS"), with offices located at 100 Jericho Quadrangle, Suite 101, Jericho, NY 11753.

1. OBLIGATIONS AND SERVICES.

- A) CLIENT (on behalf of the named plan administrators) ("Plan Administrators") of the Plan(s) (as defined below) hereby retains STANIS to provide, and STANIS hereby agrees to provide Flexible Spending Account ("FSA") administrative services (the "Services") with respect to the CLIENT's plans as governed by the relevant provisions of the Internal Revenue Code (the "Plan[s]"). Such Services shall include FSA claim determination and/or payment, FSA account record-keeping and tasks related to the administration of CLIENT's FSA Plan. The fee for STANIS' performance of such services shall be \$4.00 per employee per month for the performance of administrative services.
- B) Prior to the commencement of Services, CLIENT shall furnish to STANIS all necessary information and data for each Plan, and shall continue to provide STANIS with such information and data that is necessary for the provision by STANIS of the Services. STANIS reserves the right to request additional information from CLIENT and/or the Plan Administrators of the Plans(s) at any time. STANIS shall be entitled to rely on any information provided by the CLIENT and/or the Plan Administrator(s) of the Plan(s) as accurate, valid and complete. CLIENT shall perform all refinement, purification and reformatting of the CLIENT data in order for the Services to be performed by STANIS.
- C) STANIS shall be compensated on a time and expense basis at STANIS' standard rates in effect at such time in the event STANIS is required to perform any such refinement, purification or reformatting. Upon receipt from STANIS, CLIENT will promptly review all records, reports and documents produced by STANIS for accuracy, validity and conformity with CLIENT's records. CLIENT will promptly notify STANIS of any error or omission discovered by CLIENT or any discrepancy between the information provided by STANIS and CLIENT's records and will not rely on any record, report or document containing any such error, omission or discrepancy until such error, omission or discrepancy, as the case may be, has been corrected. In the event of an error in STANIS' records or any reports or statements prepared by STANIS and caused by STANIS, STANIS shall correct such records, reports or statements, provided that CLIENT advises STANIS of such error within ninety (90) days of the receipt of such record, report or statement.
- D) CLIENT will make available to STANIS sufficient good and available funds within the deadline established by STANIS via direct debit of funds to cover all payment obligations to Plan participants.
- E) CLIENT ACKNOWLEDGES THAT THE PERFORMANCE OF SERVICES BY STANIS IS NOT INTENDED TO MAKE STANIS THE "PLAN ADMINISTRATOR," "PLAN SPONSOR," OR OTHER "FIDUCIARY" UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED OR OTHERWISE OF ANY PLAN AND CLIENT WILL NOT IDENTIFY OR REFER TO STANIS AS SUCH. STANIS HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S). The parties further acknowledge and agree that STANIS will not be deemed to be providing legal or tax advice to CLIENT as a result of the ministerial duties undertaken by STANIS as contemplated herein.
- F) CLIENT shall not use STANIS' or its affiliates' names or marks without STANIS' prior written consent.
- G) If the Services to be provided hereunder require the use by CLIENT of communication lines to connect to STANIS facilities, CLIENT will be responsible for such communication lines. CLIENT will pay all installation, use, service and repair charges for the communication lines. STANIS will not be responsible for the reliability or availability of the communication lines used by CLIENT to access the Services.
- H) If CLIENT requests additional services not specified in this Agreement, and STANIS agrees to provide such services, (i) such services will be subject to the applicable terms of this Agreement, and (ii) unless otherwise agreed in writing, CLIENT will pay STANIS' then prevailing fees for any such Services.
- I) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, STANIS EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES.
- J) This provision applies in the event that Services are provided via the Internet. The security of transmissions over the Internet cannot be guaranteed. STANIS is not responsible for (i) CLIENT's access to the Internet, (ii) interception or interruption of communications through the Internet, or (iii) changes to or losses of data through the Internet. In order to protect CLIENT's data, STANIS may suspend CLIENT's use of the Services via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected.

2) FEES, TAXES AND PAYMENTS.

- A) CLIENT shall pay STANIS for the Services at the rates set forth in the Sales Order form for the first six months after the date this Agreement is accepted. STANIS may increase prices at any time thereafter upon at least 30 days prior written notice to CLIENT. Notwithstanding the foregoing, the fees set forth on the Sales Order Form are based upon current requirements, specifications, volumes and quantities as communicated by CLIENT to STANIS and are subject to revision if CLIENT's actual requirements, specifications, volumes or quantities vary materially from those communicated to STANIS.
- B) ALL AMOUNTS EARNED ON FUNDS REMITTED TO STANIS IN CONNECTION WITH THE SERVICES PENDING DISBURSEMENT TO PLAN PARTICIPANTS SHALL BE RETAINED BY STANIS AS COMPENSATION. STANIS MAY COMMINGLE CLIENTS FUNDS WITH SIMILAR FUNDS FROM OTHER CLIENTS AND WITH SIMILAR STANIS AND STANIS-ADMINISTERED FUNDS.
- C) CLIENT will pay all invoices in full within thirty (30) days after receipt of invoice by direct debit of fees. If CLIENT fails to pay any amount due hereunder, CLIENT, on demand, shall pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. CLIENT shall reimburse STANIS for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due STANIS hereunder.
- D) CLIENT will pay to STANIS all applicable sales, use or similar taxes levied or based on this Agreement, exclusive of taxes based on STANIS' net income. In addition, the fees do not include, and CLIENT shall be responsible to pay, all production-related disbursements to be paid to third parties in connection with the services, including, without limitation, postage and courier services, plus a reasonable administrative fee in connection with such disbursements.

3. LIABILITY AND INDEMNIFICATION.

- A) STANIS is not required, under the terms of this Agreement, to review any action of CLIENT or any Plan Administrator(s) of the Plan(s). Furthermore, STANIS will not incur any liability by taking, permitting or omitting any actions on the basis of any action by CLIENT or a Plan Administrator of a Plan or for carrying out the directions of CLIENT or a Plan Administrator of a Plan. CLIENT will be exclusively responsible for the consequences of any instructions CLIENT or a Plan Administrator gives to STANIS.
- B) STANIS shall not have any obligation to verify or determine the accuracy, validity or completeness of information provided by CLIENT or a Plan Administrator of a Plan and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information or information provided in an unacceptable format or media.
- C) CLIENT agrees to defend, indemnify and hold harmless STANIS, its affiliates and their directors, officers, employees, legal representatives, agents, successors, and assigns from and against all claims, losses, liabilities, damages, demands, causes of action, costs and expenses (including reasonable attorneys' fees and costs of litigation) " "lively "Losses") as a result of entering into and performing services under this Agreement or any other cause arising out of this Agreement or the Plan(s), except those Losses resulted from the negligence, willful misconduct or breach of this Agreement by STANIS in the performance of the Services. STANIS agrees to defend, indemnify and hold harmless the CLIENT, its affiliates, directors, officers, employees, agents, successors and assigns from and against all claims, losses, liabilities, damages, demands, causes of action, costs and expenses as a result of entering into this Agreement except those losses resulting from the negligence, willful misconduct or breach of this Agreement by the CLIENT in its performance hereunder.
- D) Notwithstanding anything to the contrary, STANIS' liability under this Agreement for damages under any circumstances for claims of any type or character arising from or related to the Services will be limited in each instance to the amount of actual damages incurred by CLIENT, provided however, that, in no event will STANIS' aggregate liability hereunder during the entire term of this Agreement exceed twenty four (24) times the average monthly fee paid by CLIENT to STANIS for the Services. IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES IN CONNECTION WITH THE SERVICES, EVEN EF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- E) Each of STANIS and CLIENT will use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services. Nothing in this Agreement is intended to adversely affect either party's obligation to mitigate damages.
- F) STANIS shall not be liable for any delay or failure to perform under this Agreement resulting, directly or indirectly, from strike, fire, war, insurrection, riot, power failure or a circumstance beyond STANIS' reasonable control. In case of errors or lost data caused by power failure, mechanical difficulties with information storage and retrieval systems, or other events not attributable to its own negligence or willful misconduct, STANIS's sole obligation will be to use its reasonable efforts to reconstruct any records maintained by STANIS and to amend any reports prepared by it which may have been affected by such event, at its own expense.
- G) The parties acknowledge that the fees for the Services to be provided hereunder reflect the allocation of risk as set forth in this Section 3. This Section 3 sets forth the full extent of STANIS' liability hereunder for any claim against STANIS, and sets forth CLIENT's sole remedies.

#### 4. TERM AND TERMINATION.

- A) The initial term of this Agreement commences on the July 1, 2006 and ends on June 30, 2007. Thereafter either party may terminate this Agreement on 90 days prior written notice. Unless earlier terminated in accordance with its terms, this Agreement shall automatically renew for successive one year periods.
- B) If either party (i) fails to perform any material obligation hereunder and such failure continues or a period of thirty (30) days after such party's receipt of written notice thereof from the non-breaching party (specifying in reasonable detail the nature of such failure), (ii) omits an act of bankruptcy or becomes the subject of any Bankruptcy Act proceeding or becomes insolvent, or if any substantial part of its property becomes subject to any levy/seizure, assignment, application or sale for or by any creditor or governmental agency, or (iii) has any material adverse change in its financial condition, then, in any such event, the other party may, upon further written notice thereof, terminate this Agreement.
- C) Notwithstanding anything contained herein, if (i) CLIENT fails to pay any amounts due to STANIS hereunder within 10 days after the due date thereof, (ii) CLIENT fails to fund any amounts as and when required under Section 1C hereunder, or (iii) CLIENT fails to maintain its Plan(s) in compliance with ERISA or other applicable laws or regulations, then STANIS may by further written notice to CLIENT terminate this agreement. Except as hereinafter provided, the termination of this Agreement shall not affect obligations arising prior to the termination of this Agreement or CLIENT's responsibility for fees for Services provided prior to termination.
- D) Upon termination of this Agreement, all rights granted to CLIENT hereunder will become null and void, all materials provided by either party to the other hereunder will be returned promptly and STANIS shall have no further duties or responsibilities with respect to the Services related to the Plan(s), except STANIS shall provide for a reasonable transfer of records and funds from STANIS to CLIENT or its designee in a reasonable fashion.

#### 5. CONFIDENTIALITY.

- A) All confidential information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential.
- B) Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights under this Agreement. In addition, STANIS may also disclose CLIENT Confidential Information (i) to the extent that disclosure of such information is required to perform the Services, (ii) in connection with an audit or regulatory examination by a governmental authority, (iii) to Plan Administrators of the Plan(s), and (iv) related to a plan participant, to the extent properly requested or authorized by such participant. For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Services, but does not include (i) information that is already known by the receiving party without an obligation of confidentiality, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential information of STANIS also includes all trade secrets, processes, proprietary data, information or documentation related thereto of STANIS or its affiliates and any pricing or product information furnished to CLIENT by STANIS or its affiliates.
- C) CLIENT and STANIS shall, where applicable, enter into a Business Associate Agreement relating to each party's HIPAA compliance.

#### 6. COMPLIANCE WITH LAWS.

- A) STANIS agrees to perform the Services in accordance with a reasonable good faith interpretation of the Internal Revenue Code requirements pertaining to the Plans. Except for such responsibilities assumed by STANIS in this Agreement, CLIENT shall be responsible for (i) compliance with laws and governmental regulations affecting the Plan(s) and CLIENT's business and (ii) any use it may make of the Services to assist it in complying with such laws and governmental regulations. Without limitation of the foregoing, STANIS will perform non-discrimination testing for the Plans only at CLIENT's written request from time to time and at STANIS' standard pricing for such testing. If such request is made, STANIS will perform such testing in the final month of the applicable Plan year, and in any event CLIENT, and not STANIS, will be responsible for effectuating any changes recommended by STANIS as a result of such testing.

#### 7. MISCELLANEOUS.

- A) This Agreement shall not be assigned by CLIENT without the prior written consent of STANIS, which consent shall not be unreasonably delayed or withheld, and any attempt to assign any rights, duties or obligations which arise under this Agreement without such consent will be void. STANIS shall not assign this Agreement without the prior written consent of the CLIENT, which consent shall not be unreasonably delayed or withheld.
- B) CLIENT has not been induced to enter into this Agreement by any representation or warranty not set forth herein. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified except by a writing signed by the

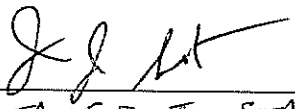
parties.

- C) CLIENT acknowledges, confirms and agrees that other than STANIS' obligations to CLIENT hereunder, STANIS has no obligation to any third party (including any current or former employees of CLIENT or any agent or other person associated with CLIENT).
- D) Any notice under this Agreement shall be given in writing and hand delivered or mailed by certified or registered mail to the relevant party. Notices and payments sent by mail shall be deemed to have been mailed on the date of the postmark thereof. Notices shall be deemed received on the date of delivery if delivered in person and five (5) business days after mailing if mailed by certified or registered mail.
- E) This Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws provisions. All disputes arising hereunder shall be venued in Nassau County, New York.

IN WITNESS WHEREOF, STANIS and CLIENT have executed this Agreement intending to be bound as of the date first set forth above.

J.J. STANIS and COMPANY, INC.

CLIENT

  
\_\_\_\_\_  
By: JAMES J. STANIS  
Title: PRESIDENT

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

**ADMINISTRATION SERVICES AGREEMENT  
BETWEEN  
Lawrence UFSD  
AND J.J. STANIS AND COMPANY, INC.**

This **ADMINISTRATION SERVICES AGREEMENT** (the "Agreement") is made and entered into as of the date set forth on Schedule A attached hereto and made a part hereof (the "Commencement Date") by and between **J.J. Stanis and Company, Inc.** (the "TPA"), which maintains a place of business at 100 Jericho Quadrangle, Suite 101, Jericho, NY 11753 and the Plan Sponsor (as defined below).

**WHEREAS**, the Plan Sponsor, as the designated Plan Administrator, desires to contract with an independent third party to perform certain claims administration services with respect to its Plan (as defined below), as enumerated below; and

**WHEREAS**, the TPA is in the business of providing third party claims administration services to sponsors and/or Plan Administrators of self-insured employee health and dental benefit plans.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises of the TPA on the one hand, and the Plan Sponsor on the other (together, the "Parties"), the Parties agree as follows:

1. **DEFINITIONS**

For the purposes of this Agreement, the following words and phrases have the meanings set forth below. Wherever appropriate, the singular shall include the plural and the plural shall include the singular.

- 1.1 **Claim** means a request by a Claimant for payment or reimbursement for Covered Services.
- 1.2 **Claimant** means any person or entity submitting expenses for payment or reimbursement.
- 1.3 **Claims Payment Account** means an account established, owned and funded by the Plan Sponsor for payment or reimbursement for Covered Services, which account constitutes an asset of the Plan Sponsor and not the Plan.
- 1.4 **COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the regulations promulgated thereunder.
- 1.5 **Covered Services** means the care, treatments, services or supplies described in the Plan Document as eligible for payment or reimbursement under the terms of the Plan.
- 1.6 **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.
- 1.7 **Participant** means any person who is eligible, properly enrolled and entitled to receive benefits under the terms of the Plan.

- 1.8 **Plan** means the self-insured employee dental benefit plan which the Plan Sponsor has established pursuant to the Plan Document and which is made the subject of this Agreement.
- 1.9 **Plan Document** means the instrument or instruments that set forth and govern the duties of the Plan Sponsor, as the designated Plan Administrator, as well as the eligibility and benefit provisions of the Plan, which provide for the payment or reimbursement of Covered Services rendered to Participants.
- 1.10 **Plan Sponsor** means the non-Federal governmental entity listed on Schedule A attached hereto.
- 1.11 **Provider** means a preferred network dentist, medical practitioner, or a vendor of supplies or services, who or which is authorized to receive payment or reimbursement for Covered Services under the terms of the Plan.
- 1.12 **Summary Plan Description** (“SPD”) means the document which summarizes the terms and conditions under which the Plan operates.

2. **TERM OF AGREEMENT**

- 2.1 This Agreement is binding as of the date of its execution and delivery but will not take effect until the Commencement Date. The initial term of this Agreement shall begin upon the Commencement Date and shall continue to and including the last day of the initial term as set forth on Schedule A hereto (the “Initial Term”). Thereafter, this Agreement will be automatically renewed for successive twelve (12) month terms (a “Renewal Term”), unless sooner terminated pursuant to the provisions of Section 9 hereof. For purposes of this Agreement, “Term” shall collectively refer to the Initial Term or any Renewal Term unless specifically stated.

3. **THE TPA’S RESPONSIBILITIES**

The TPA shall provide the following administrative services for the Plan Sponsor during the Term, subject to the supervision and control of the Plan Sponsor, as Plan Administrator:

- 3.1 Prepare, at the Plan Sponsor’s request and for the Plan Sponsor’s review and approval, an initial draft of the Plan Document and SPD to be distributed to Participants by the Plan Sponsor describing the Covered Services, coverage limits and procedures of the Plan. TPA makes no warranties as to the compliance of any draft Plan Document, Summary Plan Description and/or amendments thereto with local, state and federal law and has not provided, nor does or will it provide, legal advice to Plan Sponsor regarding its Plan. The legal compliance, final approval, distribution and implementation of the Plan Document and Summary Plan Description, and any subsequent amendments or restatements thereto, are the sole responsibility of Plan Sponsor.
- 3.2 Receive, on behalf of the Plan Sponsor, Claims data and documentation from Participants, Providers and other sources.
- 3.3 Process claims submitted by Participants and Providers according to the SPD and Plan Document, consistent with Section 7.9 hereof.

- 3.4 Refer to the Plan Sponsor, for its exclusive and final resolution, any questions concerning the meaning of any part of the Plan, the eligibility of any Participant or the validity of any questionable or disputed Claims.
- 3.5 Refer to the Plan Sponsor, for its exclusive and final resolution, any appeals from any denial of any of the Claims or determination of ineligibility.
- 3.6 Process, issue and distribute checks from the Claims Payment Account, and issue explanations of benefits, to Participants, Providers or others as may be applicable for the payment of Claims pursuant to the Plan.
- 3.7 Prepare for the Plan Sponsor a set of monthly, quarterly, and/or annual reports, which will be mutually agreed upon by the Parties based on the standard reports available for production from TPA's systems and in TPA's standard format.
- 3.8 Provide the COBRA administration services described in Schedule C attached hereto and herein incorporated by reference.

4. **THE PLAN SPONSOR'S RESPONSIBILITIES**

The Plan Sponsor shall perform the following acts during the Term in accordance with all applicable laws:

- 4.1 Maintain and timely furnish to the TPA current and accurate Plan eligibility and coverage information, and submit to the TPA written notice of any changes respecting the status of any of the Participants within thirty (30) days after the Plan Sponsor becomes aware of any such change. Such information shall be provided in a format reasonably acceptable to the TPA and shall include at least the following with respect to each Participant: name and address, social security number, date of birth, type of coverage, gender, relationship to employee, change in coverage, date coverage begins or ends, and any other information necessary to determine eligibility and coverage levels under the Plan. The TPA shall not be responsible for any errors or omissions arising out of the Plan Sponsor's failure to maintain and furnish to the TPA current and accurate eligibility and coverage information as required by this Section.
- 4.2 Resolve all ambiguities and disputes as to the eligibility of a Plan Participant, Plan coverage, denial of Claims and decisions regarding appeals of denials of Claims and/or eligibility, as well as any other Plan interpretation questions. The Parties acknowledge and agree that TPA is not liable to Plan Sponsor or the Plan for disbursement of funds to individuals not otherwise entitled to benefits under the terms and conditions of the Plan which are made at the express direction of Plan Sponsor, or for health care services sought or obtained by any Participants that are determined to be outside the Covered Services of the Plan.
- 4.3 Establish a Claim Payment Account at a financial institution which can accommodate TPA's requirements, and execute and deliver to the TPA and to a mutually agreed upon depository, any and all documents necessary to empower the TPA to pay claims from such account. This account shall be used only for purposes required under this Agreement to pay claims and other expenses of the Plan and shall be funded by the assets of the Plan Sponsor. By execution of this Agreement and as a condition preceded to TPA's performance hereunder, Plan



- Sponsor agrees to fund the Claims Payment Account within the next five (5) business days immediately following a request for funding pursuant to procedures to be mutually agreed upon. TPA shall have no obligation to pay any claim or Plan expense for which it has not received prior funding.
- 4.4 Plan Sponsor expressly authorizes TPA to pay claims and any other agreed upon reimbursements or charges incurred under the Plan by electronic funds transfer, by check or by draft drawn payable on the Claims Payment Account.
  - 4.5 Provide TPA with copies of all amendments and modifications to the Plan at least thirty (30) days prior to the effective date of any such revision or change. The TPA shall have no obligation to act in accordance with any amendment to the Plan unless such amendment has been duly adopted by the Plan Sponsor, and furnished to the TPA.
  - 4.6 Maintain and operate the Plan in accordance with all applicable laws (including, but not limited to, HIPAA and COBRA), provide and timely distribute all Plan Documents, SPDs, notices, identification cards, information, materials and documents required to be given to Participants under all applicable laws (including, but not limited to, HIPAA and COBRA), and maintain all record keeping and file all forms relative to the Plan, as required under all applicable laws (including, but not limited to HIPAA). In addition, the Plan Sponsor shall timely prepare or cause to be prepared, and timely execute, any documents, forms or contracts respecting the Plan that are required by the Plan and/or by applicable laws (including, but not limited to, HIPAA and COBRA notices).
  - 4.7 Procure fiduciary liability insurance with respect to the Plan, with limits in amounts reasonably acceptable to the TPA, name the TPA as an additional insured under such insurance policy and furnish proof of same to the TPA upon the TPA's demand.
  - 4.8 Assist and cooperate with the TPA in collecting any overpayments, provided, however, that TPA shall not be required to initiate court proceedings to recover an overpayment.
  - 4.9 Obtain any written consents and/or authorizations required by law and/or as reasonably necessary to enable the TPA to perform its duties hereunder.
  - 4.10 Comply with all state reporting, disclosure and filing requirements in connection with the Plan including, without limitation, the preparation and filing of Form 5500.

## 5. CONFIDENTIALITY

- 5.1 Proprietary Information. The Parties agree not to use, disclose, make accessible or permit to be disclosed to any other person, firm or entity, any Proprietary Information which is obtained by or disclosed to one party, and which is proprietary to the other party. "Proprietary Information" as used herein, shall include, but not be limited to, Provider contract arrangements, reasonable and customary Claims levels, Claims administration guidelines, practices and procedures, and other information concerning either party's general business information.
- 5.2 Participant Information. TPA agrees to keep confidential any information that it receives in the course of performing services under this Agreement, to the extent

such information identifies a particular Participant and/or describes the care, services or supplies furnished to a Participant and related to the health of the Participant; provided, however, the TPA may retain the use for its database and statistical purposes any information the TPA obtains concerning the costs charged, procedures used, or treatments employed in treating any Participant so long as the retained information does not disclose the individual identity of that Participant, and provided further, that TPA may use and disclose such information as necessary to perform its services hereunder, subject to applicable law. Plan Sponsor shall comply fully with all state and federal laws, rules and regulations relating to privacy and confidentiality, including the Privacy Regulations promulgated pursuant to HIPAA.

6. **FEES**

- 6.1 In consideration for the services contemplated hereunder, the Plan Sponsor shall pay to the TPA the administrative service fees set forth on Schedule A, which may be modified from time to time by the mutual consent of the Parties. The TPA may raise its administrative service fees applicable to any Renewal Term upon thirty (30) days advance written notice.
- 6.2 Administrative service fees to be charged by TPA for TPA's services will be invoiced in advance on or before the fifteenth (15<sup>th</sup>) day of each month and will be payable as invoiced upon Plan Sponsor's receipt of invoice. Invoices will be calculated by TPA based on the number of Participants contained in the eligibility information provided to TPA by Plan Sponsor, which, upon TPA's request, Plan Sponsor will certify as accurate. If Plan Sponsor does not pay to TPA the TPA administrative service fees as invoiced by the first day of each service month, such an event shall constitute a default, and TPA will have the right to (i) terminate the Agreement pursuant to Section 9; and/or (ii) charge a finance charge of ten percent (18%) per annum on all such fees (or such maximum amount as allowed by law).
- 6.3 Any third party vendor fees charged by TPA, for the benefit of and the convenience of Plan Sponsor (e.g., network access fees, utilization management fees, etc.), and included on the TPA's monthly invoices, will be payable by Plan Sponsor as invoiced upon Plan Sponsor's receipt of invoice from TPA. If Plan Sponsor does not pay to TPA the third party vendor fees as invoiced by the first day of each service month, such an event shall constitute a default, and TPA will have the right to terminate the Agreement pursuant to Section 9. TPA is acting as an intermediary for these third party vendor fees in a consolidated billing capacity only and bears no responsibility for their acts and/or omissions. Upon TPA's receipt of payment of an invoice from Plan Sponsor, TPA will distribute the appropriate amounts to applicable third party vendor(s). The contractual relationship for these third party vendor fees is between Plan Sponsor and the third party vendor(s), and Plan Sponsor acknowledges and agrees that it will remain ultimately and primarily liable for payment of said fees to its third party vendor(s). TPA has no obligation to pay any third party vendor fees to any of Plan Sponsor's third party vendors until such time as TPA has received payment of such fees from Plan Sponsor.
- 6.4. If Plan Sponsor disputes an amount invoiced by TPA, Plan Sponsor shall not adjust the amount invoiced by TPA, but shall promptly notify the TPA accordingly. TPA shall then work with Plan Sponsor to determine if an audit,

retroactive adjustment or reconciliation is warranted. Plan Sponsor must notify TPA of such a dispute within thirty (30) days following the date of invoice. Without limiting the generality of the foregoing, any retroactive adjustments based upon eligibility, shall be limited to thirty (30) days, provided that the Plan Sponsor notifies TPA within thirty (30) days following the date of invoice.

- 6.5 TPA's administrative services fees are based upon certain pricing assumptions, operational expenses, standard practices of the health insurance industry and the laws, regulations or rulings relating to Plan matters (collectively, "Market Factors"). To the extent that Market Factors change during the Initial Term or any Renewal Term thereof, TPA reserves the right to modify its administrative service fees to Plan Sponsor prospectively during the Initial Term or any Renewal Term thereof, by providing Plan Sponsor with at least thirty (30) days advance written notice of such a modification.

## 7. ACKNOWLEDGEMENTS AND REPRESENTATIONS

Each of the Parties expressly acknowledges and represents to the other Party as follows:

- 7.1 **IN NO EVENT SHALL THE LIABILITY OF TPA, ITS CONTRACTORS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS TO PLAN SPONSOR UNDER OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE ACTUAL LOSS OR DAMAGE TO PLAN SPONSOR, UP TO THE AMOUNT OF THE ADMINISTRATIVE SERVICE FEES PAID TO TPA BY PLAN SPONSOR HEREUNDER FOR THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE. FURTHER, NEITHER THE TPA, ITS CONTRACTORS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIABLE TO PLAN SPONSOR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF ITS/THEIR PERFORMANCE UNDER THIS AGREEMENT.**
- 7.2 By entering into this Agreement, the Plan Sponsor is delegating to the TPA only those powers and responsibilities with respect to the Plan which are specifically enumerated herein. Any function not specifically delegated to and assumed by the TPA pursuant to this Agreement shall remain the sole responsibility of the Plan Sponsor.
- 7.3 The Parties have entered into this Agreement as independent contractors and not as agents of one another. Neither Party shall have any authority to act in any way as the representative of the other, or to bring the other to any third party, except as specifically set forth herein.
- 7.4 The Parties mutually represent and warrant to one another that: (a) no further approval (corporate or otherwise) from either of the Parties is necessary for this Agreement to become effective, (b) each of the Parties has the legal power, authority and right to enter into and perform its respective obligations under this Agreement, and (c) each of the Parties' execution of, delivery of and performance under this Agreement shall not constitute a violation of any oral or written agreement to which it is a party or by which it is bound.

- 7.5 With respect to the satisfaction of Claims or other obligations with respect to the Plan, the TPA shall not be obligated to disburse more than the amount made available by the Plan Sponsor for disbursement from the Claims Payment Account. The TPA shall not, under any circumstances, be responsible to use its corporate assets to satisfy any Claim or expense that is the responsibility of the Plan Sponsor, the Plan or any Participant. This Agreement shall not be deemed a contract of insurance under any laws or regulations. The TPA does not insure, guarantee, sponsor or underwrite the liability of the Plan Sponsor under the Plan. The Plan Sponsor, and not the TPA, shall remain solely liable for the payment of Claims and all other expenses incidental to the Plan, including, without limitation, all expenses associated with obtaining records and/or conducting audits.
- 7.6 The TPA owes a duty of care only to the Plan Sponsor, which duty is one of reasonable care under the attendant circumstances; the TPA is not liable for any mistake of judgment or for any action taken in good faith.
- 7.7 The TPA shall not be liable for any payments, underpayments, fines, penalties, interest or other charges assessed by any governmental or regulatory agency; the Plan Sponsor shall remain solely liable therefore.
- 7.8 The Plan Sponsor acknowledges that it is the “Plan sponsor”, “Plan Administrator” and “named fiduciary” with respect to the Plan. As such, the Plan Sponsor shall at all times retain full and final discretionary control, authority and responsibility with respect to the operation and administration of the Plan and the disposition of the Plan’s assets. Further, the Plan Sponsor assumes all responsibility for notifying Participants of any and all information respecting the Plan and for any required disclosures regarding the service provided by TPA under this Agreement (including, without limitation, expenses and compensation paid hereunder, changes to the Plan, the failure of the Plan Sponsor to fund Claims and/or the termination of the TPA’s service hereunder for any reason).
- 7.9 The TPA shall process Claims in accordance with Section 3 hereof if the Plan Document and Summary Plan Description are clear and unambiguous as to the validity of Claims and the Participants’ eligibility for coverage under the Plan; the TPA shall have no discretionary authority to interpret the Plan or to adjudicate Claims. If the processing of a Claim requires interpretation of ambiguous Plan language, and the Plan Sponsor has not previously indicated to the TPA the proper interpretation of such language, then the Plan Sponsor shall be solely responsible for resolving the ambiguity or any other dispute arising therefrom. In any event, the Plan Sponsor’s decision as to any Claim (whether or not it involves a Plan ambiguity or other dispute) shall be final, subject only to appeals allowed by the Plan Document and Summary Plan Description, and applicable laws. The TPA shall not be liable for any processing errors which occur because of the Plan Sponsor’s failure or refusal to approve and/or finalize the Summary Plan Description and/or Plan document.
- 7.10 The Plan Sponsor represents and warrants to the TPA that the Plan is in full compliance with, and shall at all times during the Term remain in full compliance with, all rules, regulations and/or laws applicable to the Plan, including, but not limited to HIPAA.
- 7.11 The work to be performed by the TPA, or any of its contractors, under this

Agreement may, at the TPA's discretion, be performed directly by it or wholly or in part through a subsidiary or contractor of the TPA, or by another organization, agent, advisor or other person(s) with which the TPA maintains an arrangement for such purpose.

- 7.12 The Plan Sponsor hereby specifically authorizes the TPA to utilize those Providers and vendors (including, without limitation, preferred provider networks and utilization review agents) set forth on Schedule B hereto (as amended from time to time) with respect to the Plan, through a contract between such Providers/vendors and the TPA, its contractors and/or the Plan Sponsor. The Plan Sponsor acknowledges that it is responsible for the selection of such Providers and vendors. Without limiting the generality of the foregoing, the Plan Sponsor hereby authorizes the TPA [or its contractor] to enter into agreements on behalf of the Plan Sponsor with other provider networks (if possible) for the Plan Sponsor's and Participant's access to such networks, upon the Plan Sponsor's request therefor. Plan Sponsor shall create and distribute Participant Identification Cards which shall conspicuously bear the name and logo of TPA and any network(s) utilized by Plan Sponsor, along with the address designated by TPA for the submission of claims.
- 7.13 The TPA shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of the Plan Sponsor or its agents.
- 7.14 The Parties acknowledge that all benefit information, documents, records, reports, data and Claims files (including data recorded in TPA's data processing system) relating to Participant benefit information between TPA, Plan Sponsor and Participants (collectively, "Benefit Information") will be maintained by TPA, at its administrative office, or at its subcontractor's offices, for a period of seven (7) years and will at all times be the property of Plan Sponsor, subject to (i) TPA's right to possess and use the Benefit Information while this Agreement is in effect; (ii) TPA's right to retain and use the Benefit Information as specified in Section 5 hereof; (iii) limitations on use and disclosure of proprietary information set forth in Section 5 hereof; and (iv) limitations on disclosure imposed by applicable laws. While this Agreement is in effect and for a reasonable period of time thereafter, Plan Sponsor will have a right of access to the Benefit Information, as needed, to fulfill its obligations under applicable law.
- 7.15 The TPA shall provide reasonable security protections to ensure that third parties do not have access to Plan information, however, the TPA reserves the right to issue and change procedures from time to time to improve file security. Further, notwithstanding the foregoing, the TPA shall be entitled to release information respecting the Plan or any Participant (a) to Federal, state and local regulatory, or administrative, agencies or authorities in accordance with Federal, state and local laws, rules and regulations, (b) to the Participant to whom such information pertains, or to his/her legal guardian or other representative, upon written authorization from such person, (c) when otherwise required by subpoena, or court order, and (d) to the Plan Sponsor upon request, if necessary in connection with the Plan Sponsor's duties as Plan Administrator.
- 7.16 The TPA reserves the right to control the use of its name and all symbols and service marks presently existing or hereafter established with respect to TPA; provided, however, that the TPA hereby authorizes the Plan Sponsor and the Plan to use the TPA's name, symbols and service marks to the extent necessary or prudent to adequately notify Participants as to the effect and operation of the

services provided by the TPA hereunder. The Plan Sponsor and the Plan shall not otherwise use the name, symbols or service marks of the TPA in advertising or promotional materials, or otherwise, without the prior written consent of the TPA. Further, the Plan Sponsor and the Plan shall cease any and all usage of such names, symbols and/or service marks immediately following the termination of this Agreement.

- 7.17 The Plan and Plan Sponsor shall be liable for benefit payments that are based on benefit determinations made in good faith by TPA, but that are later reduced or denied.

## 8. DEFAULT

Each of the following events shall constitute default under this Agreement, regardless of any other effect or result:

- 8.1 If the Plan Sponsor fails to pay any monies due under this Agreement by the first day of each service month.
- 8.2 If the Plan Sponsor fails to fund Claims under the Plan within the time frame required herein and such failure continues for a period of thirty (30) days.
- 8.3 Other than as provided in Section 8.1 or 8.2 hereof, if either of the Parties commits a breach of any material obligation or express warranty or representation of this Agreement that is not remedied within thirty (30) days after having received written notice of the breach.

## 9. TERMINATION

- 9.1 Except as otherwise provided in Section 9.2 and 10.7 hereof, this Agreement may be terminated prior to the expiration of the Initial Term or any Renewal Term only in the event of a default, as described in Section 8 hereof, and only by the non-defaulting Party upon five (5) days prior written notice to the defaulting Party.
- 9.2 Either Party may terminate this Agreement at the end of the Initial Term or any Renewal Term by giving written notice of intent to terminate to the other party at least sixty (60) days prior to the end of the initial Term or any Renewal Term.
- 9.3 The Plan Sponsor acknowledges that the bulk of the TPA'S duties during the initial term will be completed in the early months of the Initial Term. The Plan Sponsor further acknowledges that, for its convenience, the administrative service fees due the TPA pursuant to this Agreement are remitted over the entire Initial Term. Because termination prior to the completion of the Initial Term will necessarily injure the TPA (and its contractors), the Plan Sponsor agrees that, if it terminates this Agreement before the completion of the Initial Term absent a default by the TPA, as described in Section 8 hereof, the TPA shall be entitled to recover, in addition to any other remedies it may have (a) all administrative service fees due the TPA pursuant to this Agreement for the entire Initial Term, and (b) all monies that the TPA has advanced, if any, on behalf of the Plan Sponsor, but which the Plan Sponsor has not reimbursed. These monies shall be due on the fifteenth (15) day following any notice of termination.

- 9.4 Subject to the TPA's approval, the Plan Sponsor may choose to engage the TPA for a mutually agreed upon period following the termination of this Agreement (the "Run-Out Period") to administer Claims incurred prior to such termination date and paid during the Run-Out Period. As consideration for such services, the Plan Sponsor agrees to tender to the TPA, on or before the expiration date of the Term, good funds in an amount mutually agreed upon, which amount shall be based upon the length of the Run-Out Period, the administrative service fee then in effect pursuant to this Agreement, and the enrollment as of the effective date of the termination.
- 9.5 Without limiting any remedies of any non-defaulting party, any Party not in default shall be entitled to enforce its rights under this Agreement through an action at law or equity (including, without limitation, specific performance and injunctive relief) and the recovery of all costs arising from any litigation including, but not limited to, reasonable attorney's fees and court costs.
- 9.6 Upon termination of this Agreement:
- 9.6.1 Plan Sponsor will have sole responsibility for the administration of the Plan, including all duties formerly performed by the TPA as though this Agreement had never been in effect; and
  - 9.6.2 TPA will furnish Plan Sponsor with a computerized listing, at Plan Sponsor's expense, of the following information with respect to Claims TPA has processed during the period this Agreement was in effect, in lieu of providing the books, records and files of the Plan, subject to applicable law:
    - 9.6.2.1 name and social security number of Participant;
    - 9.6.2.2 name(s) of Participant's dependent(s);
    - 9.6.2.3 amount and date of charge for service;
    - 9.6.2.4 name and provider of service; and
    - 9.6.2.5 amount applied toward any required deductible under the Plan.

The foregoing notwithstanding, the TPA shall not be obligated to deliver or provide to the Plan Sponsor (or any other entity) any documents and/or information which the TPA or its contractor deems properly or confidential (including, without limitation, reasonable and customary listings and protocols, and/or applicable fee schedules), or any documents that the TPA deems reasonably to be needed in connection with the defense or prosecution of any claim or litigation brought by or against it in connection with this Agreement.

- 9.7 Termination for any of the reasons provided in this Section shall not relieve Plan Sponsor of any of its outstanding payment obligations to TPA, and Claims funding obligations.

## 10. MISCELLANEOUS

- 10.1 Full Integration. This Agreement, together with all schedules that are attached hereto, supersedes any and all prior representations, conditions, warranties, understandings, proposals or other agreements between the Plan Sponsor and the

TPA, whether oral or written, respecting the subject matter hereof. In this regard, the Parties having read and understood this entire Agreement, acknowledge and agree that there are no other representations, conditions, promise, agreements, understandings or warranties that exist outside this Agreement which have been made by either of the Parties hereto, which have induced either Party or has led to the execution of this Agreement by either Party. Any statements, proposals, representations, conditions, warranties, understandings or agreements which may have been heretofore made by either of the Parties, and which are not expressly contained herein, are void and of no force or effect. No provisions of the Agreement may be amended, augmented or in any way modified except in a writing signed by a duly authorized representative of each of the Parties.

- 10.2 Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 10.3 Indemnification. **UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE PLAN SPONSOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF TPA'S CHOICE), SAVE AND HOLD THE TPA HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LIABILITIES, LOSSES, FINES, PENALTIES, DAMAGES AND EXPENSES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) (COLLECTIVELY, "DAMAGES") WHICH ARISE OUT OF OR ARE BASED UPON (I) THE PLAN SPONSOR'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, (II) THE PLAN SPONSOR'S BREACH OF ANY OF THE ACKNOWLEDGEMENTS, WARRANTIES OR REPRESENTATIONS BY IT CONTAINED THEREIN, (III) THE PERFORMANCE BY TPA OF ITS SERVICES HEREUNDER, AND/OR (IV) ACTIONS OR INACTIONS OF TPA TAKEN OR NOT TAKEN AT THE DIRECTION OF PLAN SPONSOR; PROVIDED, HOWEVER, THAT THE PLAN SPONSOR SHALL NOT BE OBLIGATED TO INDEMNIFY THE TPA FOR ANY DAMAGES (I), (II) OR (III) THAT ARE DETERMINED, IN A FINAL ADJUDICATION OF ANY CLAIM, SUIT OR ACTION THAT GIVES RISE TO SUCH DAMAGES, TO BE PRIMARILY ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TPA. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**
- 10.4 Severability. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with the laws of the State of New York.
- 10.5 Applicable Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any and all legal actions or proceedings arising out of disputes under this Agreement shall be venued in a court of competent jurisdiction located in the County of Nassau, State of New York.



- 10.6 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or give to any third party, any rights or remedies against any party hereto.
- 10.7 Force Majeuer. Neither Party shall be liable to the other for any failure to satisfy an obligation, representation or warranty under this Agreement (except for the Plan Sponsor's obligation to fund Claims and/or make any other payments due hereunder) due to any cause beyond its reasonable control including, but not limited to, inclement weather, Acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, power failure or fire, or unforeseeable acts of third parties. If such condition prevents a party's performance for a continuous period of ninety (90) days, the other Party may terminate this Agreement by properly delivered written notice.
- 10.8 Subsequent Documents. The Parties agree that each shall timely execute any further documents that will be reasonably necessary to effect any term, condition, warranty or other part or aspect of this Agreement. Further, the Parties agree to enter into such other agreements and the Plan Sponsor shall modify the SPD and/or Plan Document as necessary to comply with applicable law.
- 10.9 Assignment. Except as otherwise provided herein, the Parties may only assign their respective rights and obligations under this Agreement in their entirety; any such assignment shall be conditioned upon the prior written consent of the other Party, which consent shall not be unreasonably withheld. The foregoing notwithstanding, the TPA shall have the right to assign this Agreement, and its rights and obligations hereunder, to a purchaser of substantially all of its assets, or to a surviving entity resulting from any merger or consolidation, without the prior consent of the Plan Sponsor, so long as the assignee assumes the TPA's obligations hereunder in writing.
- 10.10 Waiver. No waiver of any term or provision of this Agreement, nor consent to any misperformance under or breach of this Agreement, shall be binding against either of the Parties unless the Party to be bound properly delivers a writing, signed by a duly authorized representative, expressly stating what has been waived or consented to. There shall be no implied waivers or consents. No waiver respecting an expressly identified term or provision, or consent to an expressly identified act or omission, will have any effect on the balance of this Agreement, or the balance of a Party's conduct.
- 10.11 Binding Nature. This Agreement shall inure to the benefit of and be binding upon the Parties thereto and their respective legal representatives and successors.
- 10.12 Notice. Any notice or other communication permitted or required to be given under this Agreement (other than ordinary course communication) shall be in writing and shall be (a) delivered in person, (b) mailed, by certified mail, return receipt requested, postage prepaid, (c) delivered by a commercial overnight courier, or (d) transmitted by facsimile, to the following:

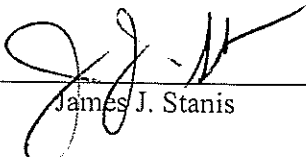
If to the TPA: J.J. Stanis and Company, Inc.  
100 Jericho Quadrangle, Suite 101  
Jericho, NY 11753  
Attention: Mr. James J. Stanis  
Facsimile #: 516-465-3920

If to the Plan Sponsor: As noted on Schedule A attached hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below:

J.J. STANIS AND COMPANY, INC.

Lawrence UFSD

By:   
James J. Stanis  
Title: President  
Date: 6/12/14

By: \_\_\_\_\_  
(Print Name)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE A  
PLAN SPONSOR INFORMATION ; INITIAL TERM AND  
LISTING OF FEES OR CHARGES**

**I. PLAN SPONSOR INFORMATION:**

**A. Plan Sponsor Name and Address:**

Lawrence UFSD  
PO Box 477  
Lawrence, NY 11559

**II. INITIAL TERM:**

July 1<sup>st</sup>, 2014 through and including June 30<sup>th</sup>, 2015. All Renewal Terms will begin July 1<sup>st</sup> of each year and end on June 30<sup>th</sup>.

**III. ADMINISTRATIVE SERVICES AND FEES:**

- |   |                                 |
|---|---------------------------------|
| A. Claims Administration Services                                       |                                 |
| · Dental Claim Administration   | \$4.00 per employee per month   |
| B. COBRA Administration   |                                 |
| · Notification Letters  | \$2% of COBRA Premium per COBRA |
| · File Set-Up Fee   | Participant per month           |
| · Monthly COBRA Premium Administration                                  |                                 |
| C. Network Services   |                                 |
| *Access Fee for Stanis Net Plus Network                                 | \$1.00 per employee per month   |
| *Access fee for Dentemax Network  |                                 |
| *Access to Negotiated Provider Discounts                                |                                 |
| *Facilitation of Communication Between<br>Network, TPA and Plan Sponsor |                                 |
| *In-Network Claim Repricing   |                                 |

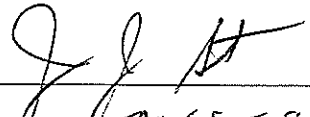
**IV. Optional Services Plan Sponsor May Request**

From time to time Plan Sponsor may ask for or receive services not included in the normal services TPA provides. Such requests will require additional fees and include, but are not limited to the following:

A. *Non-Standard Reports:* Non-standard reports or requests for information which would require extra efforts, computer programming time, pulling tape recorded conversations, or computer time will be addressed at the time the request is made.

B. *Communications and Training:* Fees for custom communications and training will be quoted based on project specification.

J. J. STANIS AND COMPANY, INC.

By:   
Printed Name: JAMES J. STANIS  
Title: PRESIDENT  
Date: 6/6/14

Lawrence UFSD

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE B**  
**LISTING OF PROVIDERS AND VENDORS**

Providers And Vendors That Plan Sponsor Has Authorized To Perform Services With Respect To the Plan.

## SCHEDULE C

### COBRA ADMINISTRATION SERVICES

TPA has been engaged to assist Plan Sponsor in complying with certain requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") as the same relates to mandatory continuation coverage provided by Plan Sponsor to participants in Plan Sponsor's group health plans. The following Schedule sets forth the respective roles of the parties and the agreed upon procedures necessary to efficiently operate the program to comply with COBRA. The parties agree that the procedures set forth below may be modified from time to time as needed to comply with applicable law.

#### I. DEFINITIONS

- A. "*COBRA Participant*" means a Qualified Beneficiary who has validly elected to continue coverage under COBRA.
- B. "*Code*" means the Internal Revenue Code of 1986, as amended.
- C. "*Covered Employee*" has the same meaning as that given to the term in Code Section 4980B(f)(7) or PHSA Section 300bb-8(2), as applicable.
- D. "*Group Health Plan*" has the same meaning as that given to the term in Code Section 5000(b)(1).
- E. "*PHSA*" means the Public Health Service Act, 42 USCS §§ 300bb-1 to -8.
- F. "*Qualifying Event*" has the same meaning as that given to the term in Code Section 4980B(f)(3) or PHSA Section 300bb-3, as applicable.
- G. "*Qualified Beneficiary*" has the same meaning as that given to the term in Code Section 4980B(g)(1) or PHSA 300bb-8 (3), as applicable.
- H. "*Totally Disabled Qualified Beneficiary*" means a Qualified Beneficiary who (1) has given Plan Sponsor notice of the Social Security Administration's determination of his total disability as described in Code Sections 4980B(f)(2)(B)(i) and 4980B(f)(6) (or PHSA Sections 300bb-2 (2)(A) and 300bb-6, as applicable) and (2) is entitled to continue coverage under the Group Health Plan for a maximum of 29 months in accordance with Code Section 4980B(f)(2)(B)(i) or PHSA Section 300bb-2(A), as applicable.

#### II. DUTIES OF THE PARTIES

##### A. Notices

- 1. Within five (5) days of becoming aware of the occurrence of a Qualifying Event, Plan Sponsor will notify TPA in writing that a Qualifying Event has occurred, which notice will specify:
  - i) the date and type of Qualifying Event, as set forth in Code Section 4980B(f)(3)(A) through (F) (or PHSA Section 300bb-3, as applicable);

- ii) the names, addresses and birth dates of all Qualified Beneficiaries (and the Covered Employee if not a Qualified Beneficiary) and their relationship to each other and to the Covered Employee;
  - iii) the specific Group Health Plan(s) and combinations of such plans under which the Qualified Beneficiaries are entitled to COBRA continuation coverage; and
  - iv) the monthly premiums for COBRA continuation coverage applicable to the Qualified Beneficiaries.
2. Following TPA's receipt of the notice described in Section II.A.1. above (and provided the TPA receives such notice within the time frame required by Section II.A.1. above), TPA will, within the timeframe required by applicable law, send by first class mail, a letter notifying the appropriate Qualified Beneficiary(ies) of their right to COBRA continuation coverage, along with an election form specifying the Group Health Plan(s) and the cost of coverage thereof to such Qualified Beneficiaries.

**B. Notice To Qualified Beneficiaries That They Are Enrolled**

1. Within five (5) business days after TPA receives a properly completed and signed election form for COBRA continuation coverage from the Qualified Beneficiary(ies), TPA will send an invoice for premiums payable, by first class mail, to such Qualified Beneficiaries, provided the election form was returned to TPA by the Qualified Beneficiary within sixty (60) days of the date the election form was mailed to the Qualified Beneficiary.
2. If TPA receives an election form for COBRA continuation coverage after such sixty (60) day period has expired, TPA will so notify Plan Sponsor.

**C. Notice Of Additional Qualifying Event**

Within five (5) business days after TPA receives written notice from Plan Sponsor of the names and addresses of COBRA Participants entitled to extend the period of COBRA continuation coverage due to a second Qualifying Event, TPA will send, by first class mail, a letter notifying the appropriate Qualified Beneficiary(ies) of their right to such extended COBRA continuation coverage, along with an election form specifying the Group Health Plans and the cost of coverage thereof.

**D. Notice Of Totally Disabled Qualified Beneficiaries**

1. Within five (5) business days after receiving notice of the total disability of a Qualified Beneficiary as described in Code Section 4980B(f)(6)(C) (or PHSA Section 300bb-6(3), as applicable), Plan Sponsor will send a copy of the letter from the Social Security Administration determining the Qualified Beneficiary's total disability to Plan Sponsor's assigned TPA COBRA Representative. By providing TPA with this letter, Plan Sponsor certifies that the Qualified Beneficiary is entitled to up to 29 months of COBRA continuation coverage.
2. Following TPA's receipt of the foregoing letter from Plan Sponsor, and prior to the expiration of the Qualified Beneficiary's initial period of COBRA continuation coverage, TPA will send, by first class mail, a letter notifying the Totally Disabled Qualified Beneficiary of his right to extend his maximum period of continuation coverage up to 29 months, along with an election form for the Totally Disabled Qualified Beneficiary and any nondisabled family members who are Qualified Beneficiaries for the additional continuation period.

**E. Notice Of Expiration Or Termination Of COBRA Continuation Coverage**

TPA will notify COBRA Participants of the date of termination of their COBRA continuation coverage, by first class mail, within five (5) business days following the date TPA learns of one or more of the following reasons for termination of COBRA continuation coverage:

1. failure of the COBRA Participant to timely pay the correct premium for COBRA continuation coverage;
2. subsequent coverage of the COBRA Participant under another Group Health Plan, if such plan does not contain any exclusions or limitations with respect to any pre-existing condition of the COBRA Participant, or if the plan's pre-existing condition does not apply to (or is satisfied by) the COBRA Participant by reason of the COBRA Participant's prior continuous coverage;
3. subsequent effective date of enrollment of the COBRA Participant in Medicare;
4. expiration of the maximum period for COBRA continuation coverage; or
5. Plan Sponsor ceasing to provide any Group Health Plan to any of Plan Sponsor's employees and all of its commonly controlled trades or businesses (within the meaning of Code Section 414).

**F. Premiums For COBRA Continuation Coverage**

1. TPA will invoice COBRA Participants monthly and will receive premium payments for COBRA continuation coverage from COBRA Participants who have made a valid election of COBRA continuation coverage and shall send such payments (less the administrative fee retained by TPA for its services hereunder pursuant to Schedule A to the Agreement) to Plan Sponsor or a bank designated by Plan Sponsor.
2. TPA will provide Plan Sponsor a monthly summary of:
  - i) Qualified Beneficiaries who elected COBRA, but did not pay the required premium who are in the initial 45-day grace period;
  - ii) Qualified Beneficiaries who elected COBRA and paid the required premium for whom coverage has not terminated; and
  - iii) the total amount of premium for COBRA continuation coverage, if any, received by TPA in the previous month.
3. In the event of a change in the premium amount for COBRA continuation coverage, Plan Sponsor shall notify TPA in writing of such change at least thirty (30) days prior to the effective date of the change. Upon such proper notification, TPA will notify the affected COBRA Participants of the change and the effective date, by first class mail, within five (5) business days following TPA's receipt of such written notice from Plan Sponsor.



### III. GENERAL PROVISIONS

- A. It is understood that Plan Sponsor is responsible for any and all other COBRA requirements and duties not specifically assumed by TPA in the Agreement, or any Exhibit thereto (including this Exhibit C), including, but not limited to, providing covered employees and their spouses with the Initial Notification of COBRA rights as required by federal COBRA regulations.
- B. Plan Sponsor agrees that TPA will not be responsible for any losses or subsequent penalties incurred by Plan Sponsor due to the violation of the provisions of COBRA if such violation was occasioned by Plan Sponsor's failure to abide by the terms and conditions of this Agreement, or if such violation was not due to the negligence of TPA.

**LAWRENCE UNION FREE SCHOOL DISTRICT**  
**MEDICAL CONSULTANT SERVICES CONTRACT**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July 2014, by the Board of Education of the Lawrence Union Free School District (hereinafter "LAWRENCE"), and the medical doctor Donald P. Lawrence (hereinafter "DOCTOR").

**TERM:**

This AGREEMENT shall commence on July 1, 2014 and continue thereafter in full force and effect through the period ending June 30, 2015 inclusive unless terminated as hereinafter specified in this AGREEMENT.

**CONDITIONS:**

In performing services specified in this AGREEMENT, it is understood that:

1. The DOCTOR will be engaged as an Independent contractor and therefore be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.
2. This contract, and any amendments to this contract, with the exception of any amended schedule of athletic events will not be in effect until approved by LAWRENCE'S Office of Personnel.
3. The DOCTOR agrees to hold LAWRENCE harmless from any liability incurred during the term of this contract arising from acts of the DOCTOR, the DOCTOR'S employees, agents or assigns.
4. LAWRENCE reserves the right to reject any of the DOCTOR'S staff which LAWRENCE, at its sole discretion, deems unqualified.

**SERVICES AND RESPONSIBILITIES:**

1. The DOCTOR will assume full responsibility for providing for a licensed physician to be in attendance at each public and parochial school home athletic event as set forth on the attached schedule or as amended. The schedule of athletic events, if amended, will be provided to the DOCTOR by LAWRENCE in a time frame deemed reasonable at LAWRENCE'S sole discretion. The attached schedule of athletic events, or any amended schedule as herein provided for, is incorporated by reference into this AGREEMENT. The name and telephone number of the doctor to be present at each athletic event will be provided in writing to LAWRENCE in advance of each event in accordance with a procedure established by LAWRENCE.

2. LAWRENCE agrees that, at any athletic event, the decision of the doctor will be final insofar as which players shall not be permitted to participate in the event.

3. The DOCTOR will provide his own medical equipment, will assume full responsibility for the operation of such equipment, and will hold LAWRENCE harmless from any liability that may arise from the use of such equipment.

4. The DOCTOR will provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

5. The DOCTOR attests that the following physicians, without substitution (unless prior written consent is provided by LAWRENCE), shall render all services required by this AGREEMENT:

Name	S.S. #	Medical License #
Dr. Lawrence		098974

6. The DOCTOR will provide on-site services within LAWRENCE and will provide for medical examinations in the schools as well as in his private office. The DOCTOR agrees to provide on-call service for LAWRENCE whenever the DOCTOR is not on-site within LAWRENCE.

7. The DOCTOR will, when providing a physical examination, conduct such an examination in accordance with established and acceptable medical practice. Whenever any such examination is conducted, said examination will be conducted in the presence of either a student's parent, or second licensed medical professional (physician or nurse).

8. The DOCTOR will provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations and school district policies and procedures in force during the term of this AGREEMENT. All student records, logs, etc., will be the property of LAWRENCE and will be considered as mandated records.



The DOCTOR agrees that the DOCTOR'S failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract and will provide a basis for LAWRENCE to immediately terminate this AGREEMENT without any further liability of LAWRENCE to the DOCTOR.

**SUCCESSORS AND ASSIGNS**

It is expressly understood that this AGREEMENT shall not be assigned without prior written consent of the other party.

**ENTIRE AGREEMENT:**

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.



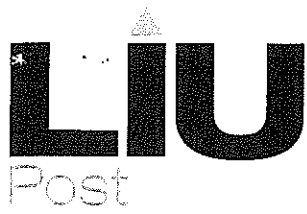
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DOCTOR  
Dr. Donald P. Lawrence

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LAWRENCE SCHOOL DISTRICT

President, Board of Education



720 Northern Boulevard  
Brookville, NY 11548-1300

ENCLOSURE  
VIII.E.1.m.  
7/3/2014

## LETTER OF AGREEMENT LIU HIGH SCHOOL SCHOLARS PROGRAM 2014-2015

### LIU Post and Lawrence UFSD, Lawrence High School

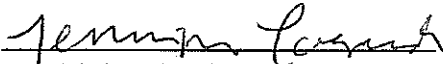

LIU Post and, Lawrence UFSD, Lawrence High School, hereby agree to the following provisions which are intended to enable both institutions to meet the needs of talented high school juniors and seniors within Lawrence High School, through the implementation of the LIU High School Scholars Program during the 2014-2015 academic year.

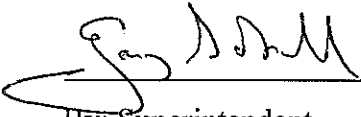

1. Lawrence UFSD, agrees to furnish qualified faculty for the instruction of college courses. Such faculty appointments will be subject to the review of the appropriate academic departmental chairperson and dean at LIU Post. Each selected high school faculty member must submit updated academic credentials in accordance with the State Education Department's regulations governing ongoing review and assessment of all off-campus, credit-bearing programs. Lawrence UFSD, shall assume all instructional costs and shall have the responsibility of compensating its high school faculty in accord with its policies and procedures.
2. In each discipline, a faculty member of LIU Post will be responsible for the development and coordination of specific college course equivalents. Each course offered in the LIU High School Scholars Program will be developed cooperatively by faculty from both institutions. The faculty will jointly develop a course outline for the subject area which establishes basic content equal to that included in the departmental program offered at LIU Post. Examinations for measuring achievement levels of participants will be jointly developed by LIU Post faculty and Lawrence UFSD faculty. LIU Post faculty coordinators will be responsible for maintaining close articulation with the participating secondary school faculty. The content of any new course must be approved by LIU Post to ensure that it is consistent with its equivalent college course.
3. Minimum enrollment for all LIU High School Scholars Program classes shall be 15 or more registered LIU High School Scholars Program students. If enrollment falls below 15 registered LIU High School Scholars Program students, LIU Post reserves the right to cancel the under-enrolled course(s) and agrees to notify the principal of Lawrence UFSD, of any such cancellations.
4. Student applicants should have an unweighted cumulative academic minimum average of 80 throughout their high school careers in the core academic areas of English, mathematics, natural sciences, social sciences, and languages other than English.
5. To facilitate grading all teachers must submit a *completed* personal data form to be entered into our system, if they have not yet done so. Grades must be entered and approved online by January 25 for fall semester courses and by June 15 for spring semester and full year courses. Credit earned for each LIU High School Scholars Program course will be applied to a degree program at LIU Post and will be available to be transferred to any other college designated by the student.

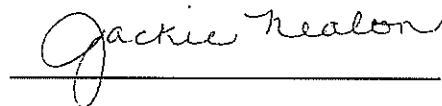
6. The LIU High School Scholars Program coordinator shall disseminate necessary information about the LIU High School Scholars Program to all faculty, administrators, parents, and students within his high school community. The LIU High School Scholars Program coordinator distributes, collects, verifies for accuracy and completion, and returns to the LIU High School Scholars Program Office, located at LIU Post, in person, or by registered mail, by the due date, the following documents:
  - LIU High School Scholars Program Letter of Agreement, proof of general liability as specified in this document, proof of Workers' Compensation, also as specified in this document.
  - LIU High School Scholars Program grade roster verification
  - LIU High School Scholars Program planning and information documents
  - LIU High School Scholars Program evaluation
  - Teacher credentials (résumé, undergraduate and graduate transcripts, proposed course syllabus, and any additional pertinent information) for prospective LIU High School Scholars Program teachers
  - Proposed syllabi for new LIU High School Scholars Program courses
  - Syllabi for LIU High School Scholars Program courses as requested by LIU High School Scholars Program Office
  - High school schedule of LIU High School Scholars Program classes (room, time, teacher, LIU High School Scholars Program enrollment within each high school class, total enrollment of LIU High School Scholars Program high school classes).
7. Tuition and fees are payable to Long Island University:
  - a. Participants in the LIU High School Scholars Program for 2014-2015 will complete the standard online application form.
  - b. Tuition for the 2014-2015 academic year shall be at the current LIU High School Scholars Program tuition rate of \$490.00 per course.
  - c. Program materials will be forwarded by LIU Post to Lawrence UFSD, for distribution to its students.
  - d. The student will pay for the course(s), online, at the time of registration.
8. Lawrence UFSD, agrees to defend, indemnify and hold harmless LIU, its directors, officers, trustees, agents and employees, from any and all suits, claims, losses, damages or injuries to persons or property, resulting from, arising out of, or in consequence of, any action or cause of action in connection with the performance by the faculty of Lawrence UFSD, of services with respect to the on-site course program including, but not limited to, damage to property, injury or death sustained by any persons, any infringement of copyright or other proprietary right in consequence of any materials prepared or used with respect to the course program, any injuries or damages resulting from defects, malfunction, misuse, etc. of faculty-provided equipment and materials, or any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of the faculty's activity with respect to the course program. Lawrence UFSD, shall have no liability to the extent that such suits, claims, losses, damages or injuries are determined by a court of competent jurisdiction to result from the negligence of LIU, its officers, employees or agents.
9. Lawrence UFSD, will deposit with the Insurance Manager of LIU, a certificate of insurance evidencing general liability insurance, insuring both Lawrence UFSD, and LIU, with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage combined, \$1,000,000 per occurrence for personal and advertising injury, and \$2,000,000 per location aggregate, which policy shall be written on an "occurrence" basis, shall provide primary insurance for obligations assumed under this contract, and shall be endorsed to name LIU (including all directors, officers, trustees, agents and employees) as "Additional Insured." Certificate will also evidence statutory Workers' Compensation Insurance, and property insurance covering all equipment and material utilized in connection with this program. All policies will be maintained in full force and effect during all periods of activity covered by this contract. Certificates of general liability, evidence of statutory Workers' Compensation Insurance and the Letter of Agreement will be returned to the LIU High School Scholars Program Office, Mullarkey Hall, LIU Post, 720 Northern Boulevard, Brookville, NY 11548-1300. ***Students from districts who have not submitted Letter of Agreement, proof of general liability and certificate of Workers' Compensation as specified in this paragraph by July 30 shall be barred from application and registration.***

10. Dropping a course for college credit through the LIU High School Scholars Program is a formal procedure available online. The final drop dates are as follows: November 15 for fall semester and full year courses, April 15 for spring semester courses. No refunds will be made after these drop dates. Students who do not adhere to the drop dates remain registered for the course and are responsible for full tuition and any accrued fees.
  
11. Both LIU Post and Lawrence UFSD, agree to all terms and conditions contained in this Agreement. Either LIU Post or Lawrence UFSD, may terminate this agreement for the 2014-2015 academic year by written notification 60 days prior to the start of classes each semester. This agreement may not be modified orally.

AGREED TO AND ACCEPTED:

 _____ By: High School Principal	<u>6/11/14</u> Date	 _____ By: Ann Walsh Director, LIU High School Scholars Program LIU Post	<u>5/22/14</u> Date
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 _____ By: Superintendent	_____ Date	 _____ By: Angela Delcid Dean of Admissions LIU Post	<u>5/22/14</u> Date
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 _____ By: Jackie Nealon, EdD Chief of Staff VP for Enrollment, Campus Life & Communications LIU Post	<u>5/22/14</u> Date
--	------------------------

This Agreement, when signed by DISTRICT Superintendent & Lawrence UFSD Principal, should be forwarded to:  
 LIU Post  
 LIU High School Scholars Program Office  
 720 Northern Boulevard  
 Brookville, New York 11548





415 Oser Ave Suite K  
 Hauppauge NY 11788-3644  
 Phone: 631-435-9100  
 Fax: 631-435-1478

ENCLOSURE  
 VIII.E.1.n.  
 7/3/2014

Equipment Maintenance Agreement

Date: June 5, 2014

<b>Bill To:</b> Lawrence UFSD 195 Broadway PO Box 477 Lawrence, NY 11559 Attn: Pat	<b>Equipment installed at (if different):</b> Lawrence UFSD 195 Broadway PO Box 477 Lawrence, NY 11559
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SALESPERSON	AGREEMENT NO.	EFFECTIVE DATE	PURCHASE ORDER	TAX EXEMPT NO.
Contracts	7335	8.9.14 - 8.8.15		

PRODUCT CODE	MACHINE SERIAL NO.	INSTALLATION DATE	DESCRIPTION	ANNUAL RATE
IM6000B	MA1107000208	8/9/2011	H IM6000B Mail System - Base	\$4,519.35

SUBTOTAL	\$4,519.35
SALES TAX	NA
TOTAL DUE	\$4,519.35

Neopost NY/NJ Metro SERVICE TELEPHONE No. : 631-435-1462	SERVICE HOURS: MONDAY TO FRIDAY, 8:30 AM TO 5 PM
SPECIFIED CHARGES, PENALTIES AND LIMITATIONS:	

The undersigned accepts and agrees to the terms and conditions on the addendum.	
CUSTOMER SIGNATURE AND DATE	FOR NEOPOST AND DATE
PRINT NAME OF SIGNER	PRINT NAME OF SIGNER
TITLE OF SIGNER	TITLE OF SIGNER

*Donna Weaver* 6/5/14  
 Donna Weaver  
 Contract Administrator

1 PENN PLAZA, 14TH FLOOR, SUITE 1429  
 NEW YORK, NY 10119  
 212.971.0011

415 OSER AVENUE, SUITE K  
 HAUPPAUGE, NY 11788  
 631.435.9100

2 RIDGEDALE AVENUE  
 CEDAR KNOLLS, NJ 07927  
 973.647.6700

## Equipment Maintenance from Neopost NY/NJ Metro

All product solutions offered by Neopost NY/NJ Metro incorporate a limited warranty, which includes manufacturing defects. Neopost NY/NJ Metro also features a comprehensive maintenance program that covers your investment immediately upon installation. These offers are designed to deliver optimal coverage protecting technology performance and longevity. Neopost NY/NJ Metro service agreements protect your investment and provide you with these significant benefits:

A full extension of the original manufacturer's warranty including all parts and labor. A single payment covers full hardware support. Preventative maintenance may be scheduled at no charge to keep your system in top running condition.

Access to technical support representatives that specialize in troubleshooting equipment problems over the phone.

Elimination of internal delays. Equipment operators can request service without the need for management approval.

Fail-safe cost and budget control. Our affordable agreements are designed to help businesses avoid unplanned maintenance expenses and eliminate surprise repair costs.

Peace of mind from unlimited service coverage. If repeat repairs are needed, it costs us, not you.

You pay only for your maintenance agreement. You can count on Neopost NY/NJ Metro to maintain the uptime you need.

An exclusive product performance guarantee for a period of 36 months from the date of installation or the term of your lease, whichever is greater. If Neopost NY/NJ Metro is unable to repair your system to product specifications, we'll replace it with a system of equal or greater capability.

The Neopost NY/NJ Metro Premiere Maintenance Contract guarantees our customers a 4-hour maximum, on-site response time. This is more than just an objective – it's a commitment we put it in writing on the maintenance agreement itself. In fact, we'll pay you for any occasion that we miss this commitment.

[VISIT NEOPOST USA FOR MORE INFORMATION ON NEOPOST MAINTENANCE TERMS.](#)

<http://www.neopostnynjmetro.com/services/equipment-maintenance-from-neopost-ny-nj-metro>



## Services Agreement Reinstatement

Name of Employer: Lawrence Union Free School District

The Services Agreement for the fiscal year Jul 1, 2013 – Jun 30, 2014 entered into by your organization and The Omni Group ("OMNI"), is hereby reinstated for the fiscal year Jul 1, 2014 - Jun 30, 2015 with the following fee schedule below:

### FEE SCHEDULE FOR 2014-2015 YEAR

Billing Option: Preferred Provider Program - Limited

<u>Description</u>	<u>No of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		1,500.00	\$ 1,500.00
<u>Non-P3 Service Provider 403(b)*</u>	32	\$36.00	1,152.00
<u>457(b) Accounts</u>		\$36.00	Included
<b><u>Total 2014-2015</u></b>			<u>\$ 2,652.00</u>

\*Includes 403(b) ROTH Accounts

EMPLOYER:

By: \_\_\_\_\_

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

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

OMNI FINANCIAL GROUP, INC. ✓

Name: Nina M. Rovinski

By: Nina M. Rovinski, President

Date: May 30, 2014

PLEASE RETURN A SIGNED COPY BY JULY 1, 2014

NY-236

## ARMORED CAR DELIVERY AGREEMENT

Contract No.: LMS090114

Armored Car Delivery Agreement (the "Agreement") between:

Rapid Armored Corporation ("Rapid")  
254 Scholes Street  
Brooklyn, New York 11206-2204

and

Lawrence Middle School  
195 Broadway, Lawrence NY (Room 102)  
Lawrence, NY, NY 11559

**1. Services and Term and Termination. One (1) year, beginning on or about September 1, 2014.**

**1.1 Services.**

At such time(s) and place(s) as set forth in Schedule A hereto, as may be modified from time to time, Rapid shall, by duly licensed armed personnel, pick up Customer's property, including but not limited to currency, coins, precious stones, jewelry, precious metals, checks, notes, bonds, negotiable instruments, money orders, securities, traveler's checks, commercial paper or other evidence of indebtedness or things of value ("Parcels") for delivery by armored carrier to such place(s) as set forth in said Schedule A (the "Services"). Parcels shall be sealed and will be deemed picked up upon issuance and delivery of a signed receipt by Rapid to the party from whom Rapid obtains such Parcels. Parcels shall be deemed delivered when a copy of said receipt is signed by the party authorized by Customer to whom Rapid is to deliver such Parcels. Parcels picked up by Rapid shall be transported to such place(s) as set forth in Schedule A hereto. In the event Rapid discovers that any Parcels are not properly locked or sealed, Rapid shall notify Customer to have it properly locked or sealed. If the Parcels are not ready for pick up at the time(s) indicated on Schedule A, Rapid will either (i) arrange with Customer to return for a pick up of said Parcels, or (ii) to the extent possible, wait as instructed by an authorized representative of Company.

**1.2 Term and Termination.**

(a) Service under this Agreement shall commence on the commencement date set forth herein and shall continue for the term set forth above. Thereafter, this Agreement shall continue in effect from year to year until either terminated by either party upon sixty (60) days written notice prior to any anniversary date thereof or by the execution of a new written agreement.

(b) Rapid may terminate this Agreement upon written notice in the event Customer fails to make payment of undisputed invoices within sixty (60) days following its receipt of invoice.

(c) Customer may terminate this Agreement immediately at any time during the Term in the event of Rapid's material breach of the Agreement.

**2. Fees and Payment.**

**2.1 Fees.**

Customer will pay fees as set forth in Schedule B.

## 2.2 Invoices.

Undisputed invoices for the Services shall be due and payable thirty (30) days after Customer's receipt of an invoice properly issued by Rapid. In the event Customer disputes any amount set forth in the invoice, Customer agrees to give Rapid notice of such dispute and the basis for such dispute. Customer shall have the right to withhold payment of any undisputed amount pending resolution of the dispute. The parties agree to work diligently to resolve any disputed invoice.

Rapid shall assess, and Customer agrees to pay, a 1.5 percent late fee for each month an undisputed invoice remains outstanding commencing sixty (60) days after receipt by Customer of such undisputed invoice.

## 3. Holidays.

Customer acknowledges that Rapid observes the following holidays:

- New Year's Day
- \*Martin Luther King Day
- \*Presidents Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- \*Columbus Day
- \*Veterans Day
- Thanksgiving Day
- Christmas Day

Holiday service is available for holidays marked with an asterisk at holiday rates, which are 1.5 times the rate set forth in Schedule B hereto. Customer shall notify Rapid concerning any deviation from regular service days with concern to holidays.

## 4. Customer Property and Risk of Loss

### 4.1 Customer Property.

Customer's Parcels are Customer's property shall remain Customer's property at all times while in the custody of Rapid. Customer shall have the right to take possession of Customer's property at any time.

### 4.2 Declaration of Value:

Customer shall declare the value of the contents in each sealed Parcel, and shall be bound in all events by such declaration of value. Parcels declared to contain nothing of value must contain no item of value. Under no circumstances shall customer declare value to items other than jewelry, precious stones, precious metals, coin, currency, and checks. Customer shall never conceal or misrepresent any material fact or circumstance concerning the Parcel delivered to Rapid, it being understood that Rapid shall have no responsibility to ascertain the contents of any Parcel received by Rapid for transportation under this Agreement. Under no circumstances shall Rapid be liable for the content of any Parcel Customer has declared to contain items of no value.

### 4.3 Risk of Loss.

(i) Rapid bears the risk of loss and assumes liability for any loss, damage or destruction of Customer's Parcels, and the contents thereof, suffered during the time between pick-up from whom

Rapid obtains such Parcels (as contained in Attachment 1) and delivery to the party as authorized by Customer.

(ii) Customer shall promptly and diligently give written notice and supporting documentation of any claim for loss of any valuable items, delivered to and receipted for by Rapid under this Agreement within forty-eight (48) hours after Customer did discover or should have discovered based on Customer records the alleged loss, but in no event more than forty-five (45) days after delivery to or by Rapid of the valuable articles said to be lost; and unless such notice shall have been given, all such claims shall be deemed to have been waived. No action, suit, or proceeding to recover for any such loss shall be maintained against Rapid unless written notice shall have been given to Rapid pursuant to this Section 4.3(ii) and unless such action, suit or proceeding shall have commenced within twelve (12) months from the time of delivery by Rapid of the Parcels alleged to be lost.

(iii) Responsibilities of Rapid. Notwithstanding any other provisions of this Agreement, Rapid agrees to assume entire liability for any loss of any Parcel said to contain, up to and including the amount indicated by customer when declaring the value of said Parcel, but in no event shall Rapid's liability for any one Parcel be greater than One Hundred Fifty Million and no/100 Dollars (\$150,000,000) Rapid's liability shall commence when said Parcel(s) have been received into Rapids' possession and receipted for by Rapid, and shall terminate when same have been delivered to the designated consignee. Notwithstanding any other provisions of this Agreement, it is agreed that Rapid assumes neither responsibility nor liability for any loss or shortage claimed within any Parcel(s) delivered to and receipted for by Customer's authorized representative.

Notwithstanding the foregoing, it is understood that Rapid is responsible for hold ups and robbery losses and personal injury that occur while Customer's property is in Rapid's possession. Rapid is also responsible for robbery losses and disappearance of sealed Parcels where Rapid employees or agents are in any way involved in any robbery while Customer's property is in possession of Rapid. Rapid will further be responsible for any direct personal injury to Customer's employees, agents, customers or third parties and/or resulting from Rapid's acts, omissions or negligence. Rapid will be deemed liable if:

- (i) Losses result from misappropriation by Rapid employees;
- (ii) Losses result from misappropriation by former Rapid employees using Rapid's information or materials but only in the event Rapid's standard agreed upon protocols were not followed; or
- (iii) Losses result from negligence or intentional acts or omissions by Rapid employees.

If Rapid is responsible for a loss, damage, or destruction with respect to Customer's Parcels under this Agreement, Rapid will make full payment, (including costs of investigation, collection and attorney's fees), of the loss, damage, or destruction with respect to Customer's Parcels within forty-five (45) days, or as otherwise agreed by the parties. Nonpayment entitles Customer the right of offset against fees otherwise due and owing under this Agreement.

If Rapid is responsible for a loss, damage, or destruction with respect to Customer's Parcels under this Agreement, Rapid will make full payment, (including costs of investigation, collection and attorney's fees), of the loss, damage, or destruction with respect to Customer's Parcels within forty-five (45) days, or as otherwise agreed by the parties.

## 5. Force Majeure

In the event that Rapid is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, acts of terrorism, and or acts committed in furtherance of terrorism, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be

extended for an equivalent period, and Rapid is not responsible for any loss or damage resulting from same. Furthermore, upon the occurrence of the above mentioned circumstances, Rapid retains the right to either cancel its services, or adjust its rates to reflect the circumstances listed above or other similar circumstances.

#### **6. Indemnification.**

Rapid agrees to indemnify, defend and hold harmless Customer and its officers, directors, customers, employees, agents and affiliates, from all claims, losses, damages, judgments, liabilities, obligations, demands, costs and expenses (including, but not limited to fees and expenses of attorneys, consultants and court costs) whether directly or indirectly incurred or imposed upon Customer by reason of, or arising from: (i) the actual or alleged breach of this Agreement; (ii) the negligence, willful misconduct, acts or omissions of Rapid(including its employees, agents, or subcontractors); (iii) Rapid's alleged failure to comply with requirements of applicable laws and regulations (iv) Rapid's performance of the Services under this Agreement.

Except for liability arising from an indemnification obligation, personal injury, property damage, gross negligence or willful misconduct, neither party shall have liability to the other party for special, indirect, incidental or consequential loss or damage of any kind or nature whatsoever, regardless of whether arising from breach of Agreement, warranty, tort, strict liability or otherwise.

#### **7. Insurance.**

Rapid represents that it carries insurance with reputable insurance companies in sufficient amounts to cover its liability under its various customer agreements, including this Agreement, which insurance includes but is not limited to an "All Risk" policy or policies insuring Rapid's customers, including Customer, against loss, damage or destruction of their respective Parcels, and the contents thereof. Certificate(s) evidencing such policy or policies shall be delivered to Customer no later than five (5) days following the Effective Date. Such policy or policies (or equivalent replacement insurance) shall be maintained throughout the Term of this Agreement. Rapid shall maintain throughout the Term of this Agreement, Workers Compensation and Employers Liability, Commercial General Liability, Automobile/motor vehicle liability insurance covering owned, non-owned and hired vehicles, in the minimum amount of at least \$1 million per occurrence, and Umbrella liability in the minimum amount of at least \$4 million per occurrence. Customer shall also be named as an Additional Insured on the Employers Liability, Commercial General Liability, and Umbrella Liability. Customer shall be named Loss Payee on the Transit and Storage Liability coverage. No coverage shall be cancelled or materially changed without thirty (30) days prior notice to Customer.

#### **8. Compliance with Law; Security.**

- (i) Rapid shall maintain its place of business in compliance with all state and federal regulations. Rapid will comply with all laws and regulations applicable to it or to the provision of the Services under this Agreement.
- (ii) Rapid will at all times during the Term of this Agreement, maintain in force systems and procedures intended to prevent the loss, disappearance, misappropriation or misuse of Customers property, including but not limited to the Parcels. High security areas where Parcels are gathered, received, processed or maintained shall be fully alarmed and monitored by video camera surveillance and security personnel at all times.

#### **9. Confidentiality.**

Each party may find it necessary or appropriate to furnish the other party, in the course of performance of this Agreement, or may learn or obtain knowledge of, certain confidential information about or proprietary information regarding the Customer or its agents (herein referred to collectively as "Confidential

Information"). Confidential Information of each party will include, without limitation, each party's customer information, account information, operations, security procedures, pick-up and/or delivery schedules, marketing philosophy and objectives, promotions, markets, materials, financial results, technological developments, and other similar confidential and/or proprietary information and materials. Without limitation, the terms of this Agreement will constitute Confidential Information of Customer.

Unless required by court order or other applicable law, each party will at all times maintain, and cause its directors, officers, employees, servants, agents, subcontractors, and representatives to maintain the obligations regarding all Confidential Information obtained by the other party or learned in performance of its duties under this Agreement. If either party is required by court order or other applicable law to provide to disclose the Confidential Information, such party must immediately provide written notice to the other party hereto. Each party will exercise all necessary precautions to prevent access to such information or materials by any such third person. Rapid agrees to promptly notify Customer in the event a third party takes action, including (without limitation) discovery in connection with any litigation, that would result in disclosure of Customer's Confidential Information to any person or persons other than Customer or Rapid. Neither party will disclose, furnish or use such information or materials for any purpose other than those specifically contemplated herein. Each party agree that during the term of this Agreement and thereafter the Confidential Information of each party is to be used solely in connection with satisfying its obligations under this Agreement, and will prevent its agents and employees from using any Confidential Information to which it may become privy.

All Confidential Information furnished by either party to the other party in connection with this Agreement is the exclusive property of the originating party and, at the request of the originating party or upon termination of this Agreement, the other party will promptly return to the proprietor all Confidential Information without copying said Confidential Information.

In the event of a breach or threatened breach of this Section, the parties agree to the granting of injunctive or equitable relief as well as any other available remedies.

#### **10. Assignment.**

Rapid may not assign this Agreement, in whole or in part, without Customer's prior written consent, which consent shall not be unreasonably delayed or withheld.

#### **11. Notices.**

All notices under this Agreement shall be effective upon receipt if they are received in writing, registered or certified mail, or faxed to the party at their respective addresses as set forth above or to such other address as may be directed in writing after the Effective Date.

#### **12. No Minimum Guarantees.**

Customer does not guarantee any minimum amount of volume or revenue. Nothing in this Agreement is intended to restrict Customer from entering into similar service agreements with third parties.

#### **13. Representations & Warranties.**

Rapid hereby represents warrants and covenants upon the date hereof and throughout the Term of this Agreement the following:

- (a) Rapid has the full right, power and authority to enter into this Agreement and to fully perform its obligations and duties hereunder in accordance with its terms;
- (b) Rapid has the capability, experience and means required to perform its duties and obligations under this Agreement, and such duties and obligations shall be performed in a good, workmanlike and professional manner using sufficient personnel, equipment and material qualified and suitable to do the work requested;



- (c) Rapid and its employees have all governmental licenses and permits necessary to provide armored transportation services under this Agreement;
- (d) The armored transportation vehicles used by Rapid, in the performance of its duties hereunder, are built to at least Level II ballistic protection;
- (e) The employees used by Rapid, in the performance of the Services hereunder, have been properly trained to function as armored transportation security guards, especially in the use of firearms;
- (f) Rapid, as well as the Services provided hereunder, shall comply with all applicable federal, state and local laws, ordinances and regulations in force during the Term of this Agreement;
- (g) The execution and delivery of this Agreement and the performance by Rapid of its duties and obligations hereunder do not and shall not violate or cause a breach of any other agreements or obligations to which Rapid is a party or to which Rapid is bound;
- (h) In addition to being true as of the date first written above, each of the representations and warranties set forth in this section shall be true at all times during the Term hereof. Each of such representations and warranties shall be deemed to be material and to have been relied upon by Customer; and
- (i) Vehicles, Equipment & Personnel: Rapid shall provide and maintain all vehicles and equipment necessary to provide the Services under this Agreement. Rapid shall transport all Customer Parcels in armed and locked vehicles and will provide all proper security measures. Rapid shall provide at least two (2) armed, uniformed and properly identified personnel with each delivery. Rapid shall perform criminal background checks and drug screening on all of its personnel assigned to work on account, prior to selecting them to work on Customer's account.

#### **14. Relationship of Parties.**

The relationship between the parties hereto is and shall be that of independent contractors. This Agreement is not intended to create and shall not be construed as creating between Customer and Rapid the relationship of principal and agent, joint venture, co-partners, or any other similar relationship, the existence of which is hereby expressly denied.

#### **15. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties hereto and shall inure to, and be binding upon, the parties and their respective successors and assigns. This Agreement may not be amended, modified or otherwise changed except by means of a writing signed by the party to be charged with such amendment, modification or change.

#### **16. Delegation**

- a) Rapid shall not delegate its duties under this Agreement to a third party without Customer's express written consent. If Rapid proposes to delegate a portion of its duties under this Agreement to certain subcontractors ("Subcontractors"), Rapid shall give Customer at least thirty (30) business days notice specifying the relevant parts of the Services that will be affected, the scope of the proposed delegation, and the identity and qualifications of the proposed Subcontractor. If Customer grants its express written consent, Customer and Rapid agree that (i) Rapid shall be solely responsible and liable for the conduct of said Subcontractors; (ii) Rapid will prohibit Subcontractors from further delegation of duties; and (iii) Rapid shall ensure that Subcontractors comply in all respects to the terms of this Agreement. Further, Rapid is solely responsible for the payment to its Subcontractors, and nothing in this Agreement, express or implied, is intended or should be construed to confer upon any Subcontractor any right, remedy, or claim against Customer under or by virtue of this Agreement. The granting of such consent shall in no way modify or affect the duties of Rapid to Customer under this Agreement. In addition to other requirements herein, Rapid shall cause all Subcontractors to fully comply with the service and safety requirements set forth in

this Agreement.”

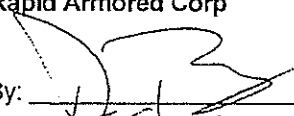
- b) Customer may revoke its approval of an approved Subcontractor and direct Rapid to remove and replace such approved Subcontractor if: (i) the Subcontractor’s performance is materially deficient; (ii) good faith doubts exist concerning the Subcontractor’s ability to render future performance because of changes in the Subcontractor’s ownership, management, financial condition, or otherwise; (iii) there have been material misrepresentations by or concerning the Subcontractor; or (iv) there has been a change of control of the Subcontractor. Customer’s approval of a Subcontractor that is at the time an affiliate of Rapid shall be automatically revoked if such Subcontractor ceases to be such an affiliate.”

**17. Governing Law.**

This Agreement is to be construed in accordance with the laws of the State of New York.

**Rapid Armored Corp**

**Lawrence Middle School**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Title: SR V.P. \_\_\_\_\_

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

Date: 6/18/14 \_\_\_\_\_

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

## **Schedule A**

### ***Schedule of pick ups***

Pick-ups will be made during normal business hours at times mutually agreed upon by the parties.

Rapid will pick up designated locations on designated days as prescribed by Customer.

Lawrence Middle School  
195 Broadway, Lawrence NY (Room 102)  
Monday, Wednesday, Friday

Deliver deposits to:

Designated money center

## Schedule B

### *Schedule of Charges*

Armored pick up of cash receipts (Monday through Saturday)	\$ 32.00/per stop call
Delivery of deposits to Bank (Customer's designated bank)	\$ Included

Rapid reserves the right, on prior written notice, to institute a fuel surcharge on transportation-related service in an amount to be determined by Rapid in its sole discretion. Continued acceptance of Rapid's services under this Agreement following such notice shall be deemed consent to such surcharge.

**CONTRACT FOR HEALTH SERVICES  
ROCKVILLE CENTRE UNION FREE SCHOOL DISTRICT  
128 SHEPHERD STREET  
ROCKVILLE CENTRE, NY 11570**

THIS AGREEMENT made this June 10, 2014 between Lawrence Union Free School District (Party of the First Part) and the Rockville Centre Union Free School District, (Party of the Second Part).

WITNESSED, that the Parties hereto hereby mutually agree as follows:

1. That the Party of the Second Part agrees to provide the following health services to 4 children verified, residing in the **Lawrence Union Free School District** and attending Rockville Centre Schools at the rate of **\$1,179.55** per child during the school year 2013/2014, to include;

Medical Services  
School Psychological Services  
School Social Work Services  
CSE Evaluation Services  
School Speech Therapists Services

2. The cost of supplies and equipment for the above services (such as health card forms, first aid supplies, scales and vision and hearing testing devices) shall be included in the rate per child specified above.
3. No teaching service shall be included under this contract.
4. The Party of the First Part hereby agrees to pay the Party of the Second Part the sum of **\$4,718.20** for health services as stated above.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

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

Superintendent  
Residing School District

\_\_\_\_\_  
President, Board of Education  
Residing School District

\_\_\_\_\_  
District Clerk  
Residing School District

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

Superintendent  
Rockville Centre UFSD

\_\_\_\_\_  
President, Board of Education  
Rockville Centre UFSD

\_\_\_\_\_  
District Clerk  
Rockville Centre UFSD

Network Maintenance Agreement

THIS AGREEMENT, made as of the 1<sup>st</sup> day of July, 2014 by and between the Lawrence Union Free School District ("District"), P.O. Box 477, Lawrence, New York 11559 and Shoreline Networks, Inc. ("Shoreline") 1069 Main Street, Suite 315, Holbrook, NY 11741.

WHEREAS, the Board desires to retain Shoreline (An Onsite Level Three Network Administrator) for the services indicated herein and Shoreline desires to serve the District upon the terms and conditions set forth herein; and

WHEREAS, Shoreline represents that it is duly qualified and licensed under the Laws of the State of New York and the rules and regulations of the Commissioner of Education to provide the services set forth herein; and

WHEREAS the parties have mutually agreed upon the following terms and conditions relative to Shoreline's services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable consideration, it is agreed as follows:

**1. TERM & TERMINATION:**

The term of this Agreement shall be deemed to have commenced on the 1<sup>st</sup> day of July, 2014 and shall conclude on June 30, 2015 unless sooner terminated as set forth herein. Shoreline shall perform services to the extent authorized by the District. This Agreement may be terminated by the District on seven (7) days' prior written notice to Shoreline. In the event of termination as provided for herein, Shoreline shall be entitled only to prorated compensation for services rendered to the effective date of termination.

## 2. SERVICES:

*Under this Agreement total Administration of Lawrence's network will be provided by Project Engineer, Michael Walsh and presided over by Senior Project Engineer/Network Architect Joseph McEvoy.*

*Under this Agreement, Shoreline will provide Lawrence Union Free School District a reoccurring weekly contract to be billed monthly for an Onsite Level Three Network Administrator.*

*Under this Agreement Shoreline will provide Michael Walsh, as the primary Onsite Level Three Network Administrator. When Michael Walsh is taking vacation or out sick, Shoreline will provide a comparable level three engineer.*

*Under this Agreement, all engineers in Level Three have a minimum of two vendor certifications (e.g. Microsoft, Cisco, Dell, Network Plus, etc.) and seven years of experience. Level three engineers differ primarily from level two technicians in that level three engineers plan and implement server and network migrations and upgrades, whereas level two technicians administer servers, modify accounts, permissions, and maintain what was built or configured initially by a level three engineer. As of June 2014, Shoreline Networks has 4 level three engineers (Joseph McEvoy, Henry Ong, Roger Arias, and Michael Walsh), and 2 level two technicians.*

*Shoreline Networks is a Silver Certified Microsoft Cloud Partner, a Citrix Silver Partner, a Dell Enterprise Storage Partner and Cisco Channel Direct Partner.*

Shoreline will provide the following essential technology functions:

- Instructional Technology Level III Support
- Systems/Data Administration
- Network/Operations Support
- Technology Capital Project Management
- Assistance with Federal/State Technology Grants (E-Mail-Rate, Wireless Classroom, etc.)
- Advocacy for Innovation with Technology
- Assistance with Professional Development
- Assistance with Communications

*The overall scope of services includes all aspects of the essential technology functions, including assessment, analysis, recommendations, and technical support tasks. Shoreline will assist the District with maintaining its current technology infrastructure and information systems, the development and implementation of a district-wide technology plan, as well as the management of all information technology projects. This includes the need to provide technical advice, support, and consulting services as needed.*

Server Maintenance Tasks include but are not limited to:

- Review system logs for errors and potential problems
- Review service pack and hotfix installation history
- Review hard disk usage and health reports
- Review system backup process and disaster recovery status
- Test backup media
- Confirm data set that is being backed up
- Review Antivirus protection
- Check program version and signature files
- Review scan history log for virus alerts
- Review exclusions and exemption list for potential issues
- Review scheduled system scans
- Verify that scheduled updates are being performed

Network Maintenance checks include:

- Document and deploy network devices (switches/routers)
- Review device configuration
- Review firewall configuration

Workstation Maintenance checks include:

- Review disk usage
- Image deployment
- Deploy new workstations. Rebuild old workstations
- Review hardware statistics
- Review hotfix and service pack install history
- Review antivirus program configuration
- Active Directory users and computers
- Train users with technology equipment
- Support building lab aides with troubleshooting
- Assist building administration with daily issues
- Ghost imaging and Sysprep configuration
- New PC and laptop rollout
- Printer and network Drive mapping
- Software installation and configuration
- Microsoft Office support
- Maintain address lists for exchange groups
- Provide calendar sharing access and permissions users
- Outlook 2010 configuration and Archiving
- Barracuda spam filter management
- Websense Webfilter configuration and management
- Network drop repairs and runs
- Xerox print management configuration via Papercut



- Printer Repair
- Desktop computer troubleshooting repair
- Weekend Oncall support
- Security Ip cameras
- Bomgar remote support
- Bulk Ipad configuration with Apple configurator
- Maintain Laptop carts
- Website deployment
- Antivirus
- Laptop troubleshooting and repair
- Virus scan and removal
- Data retrieval
- Wireless configuration
- Data migration
- STAR Reading data import and account management
- One Call Now calling system assistance
- Windows 7 operation system district rollout
- Dust out computers
- Cable management
- Data input to spreadsheets
- Replace patch cables in IDF
- Computer disconnects and hookups
- Assist with office moves
- Free dust from surge protectors
- Patch systems with MS updates
- Networking, routing, and switch configuration
- Disaster recovery
- Server 2008 and 2012 deployment
- DNS
- DHCP
- Aruba central WIFI management
- Vmware management and configuration including Vcenter server
- HP EVA Storage management
- Citrix Zencenter
- K12 Enterprise support (MS Dynamics)
- MS Exchange 2007 configuration management
- Symantec Mail Security support
- Maintain daily backups with Data Protector
- Group policy configuration
- Logon scripts
- Bulk student user account imports into AD
- Bulk staff imports into AD for email access (k12 project)
- Bulk folder directory creations
- Folder security and permissions
- Firewall configuration
- Add vpn users into ASA 5510
- Moodle site development with AD integration

- Vlan port configuration
- File server resource management and Disk Quotas
- ION software rollout
- WSUS setup and deployment
- IIP Blade server configuration
- Interactive whiteboard installation and support
- Configuration of HP Wireless JetDirects for Print servers
- Email setup on smartphones
- Apple Xserver Workgroup manager configuration
- MAC OS support
- Assist Scholarship with POS lunch system support
- Brocade switch management
- Maintain Cisco switch config backups
- Inventory and Asset management
- HP ILO and Blade server updates
- Transfinder Server management
- Maintain Transfinder web application (including bus yard access)
- Provide monthly status reports including:
  - Status of ongoing and upcoming projects
  - Trouble tickets – number of tickets, reported issues, etc.
  - Noteworthy network device downtime
  - Server issues – limited disk space, downtime, etc.
  - Reports must be available on line and on paper, as required
- Status Reporting includes Monthly on-site meetings by dedicated Account Manager.
- Assist with e-rate filing.

Shoreline shall provide on-site and/or off-site assistance to answer calls, record service requests, track and monitor requests for information technology services, and coordinate the resolution of issues with District staff. Any dispatches of Shoreline's employees to District facilities will require prior approval by District Administration. Shoreline will dispatch personnel to the District within two (2) hours of the identification of a need for on-site assistance during school hours.

Any functions, activities, responsibilities or services not specifically described in this RFP which are necessary or appropriate for the proper performance and provisioning of the District's technology environment, will be deemed to be implied by and included within the scope of services under this agreement.

Shoreline agrees to perform all the services described therein, and such other services and duties as shall, from time to time be determined by the District. Shoreline warrants, represents and covenants to the District that such technical or other personnel that Shoreline shall assign to the duties herein above provide shall:

- a) Possess the requisite education, training, skill and job experience to enable such assigned personnel to provide the requisite services to the District; and

- b) Shall be assigned in such reasonably continuous manner as to provide continuous technical support and services without delays or interruptions: and
- c) Have received fingerprint and other requisite clearance(s) so as to be in full compliance with the Safe Schools Act and other requisite requirement of law.

Shoreline shall, upon the inception of the terms of this Agreement, submit proof to the Assistant Superintendent for Business of the District of the required documentation evidencing that the above conditions have been met with regard to the technical, and other personnel, that Shoreline shall assign duties to, and such documentation shall be updated should Shoreline add, or change personnel during the term of this Agreement. In addition, Shoreline shall, within five (5) days written notice from the District, submit additional proof as required by the District.

### **3. TIME REQUIREMENTS**

During the term of this Agreement, Shoreline shall assign such qualified personnel to provide the services required herein and during such assignment(s), such personnel shall devote his, her and/or their entire time, attention and energies to his, her and/or their services under this Agreement and shall not be engaged in any other work or employment incompatible with the full and proper conduct of his, her and /or their duties herein. In fulfillment of its obligations under this Agreement, Shoreline shall devote its entire workday (i.e., the District's regular business hours) to the performance of its duties under this Agreement. In addition, Shoreline shall attend evening or other meeting with the Board of Education, or other meetings as may be required in connection with Shoreline's duties and the services to be provided pursuant to this Agreement, as part of its duties under this Agreement and without any additional compensation.

- a) During the term of this Agreement, Shoreline shall provide continual services to the District based upon the following schedule: eight (8) hours per day (excluding time for lunch).
- b) For the period commencing July 1, 2014 through June 30, 2015, for a period of 240 work days, (40 hours per week for 48 weeks) which will be decided by the District as needed. The standard onsite support hours will be from 7:30 AM until 4:00 PM (Monday through Friday). Shoreline agrees to provide support maintenance services for all network emergencies under this Agreement period including evenings, weekends, and holidays.
- c) The work days shall be assigned by the District and shall not necessarily coincide with "school days".

### **4. FEES**

During the term of this Agreement the District shall pay, and Shoreline agrees to and shall accept compensation as provided for herein, without any additional costs, payments, benefits for emoluments of any kind or nature as follows:

- a) \$141,000.00 for the period commencing July 1, 2014 through June 30, 2015; and
- b) Shoreline will bill the District \$11,750.00 on a monthly basis as services are performed. The final payment will be \$11,750.00 and;
- c) Payment will be made by check to Shoreline Networks Incorporated, 330 Washington St., PMB 225, Hoboken, NJ 07030

All of the foregoing being subject to the termination provisions set forth in paragraph "f" hereof, with compensation being payable only with respect to services rendered to the effective date of termination. This shall constitute the full, complete and entire compensation to which Shoreline is or may be entitled (subject to the services provide and the termination provisions hereof) and there are and shall be no other payments, benefits or emoluments of any kind or nature, paid or payable to Shoreline or any of its assigned employees.

#### **5. RELATIONSHIP BETWEEN THE PARTIES:**

The relationship between Shoreline and the District is and shall at all times be that of an independent contractor providing the services provided hereunder and at no time shall such relationship be that of employment. The personnel which Shoreline shall assign to the District may and shall vary from time-to-time, depending upon the specific services required by the District;

While maintaining the network, Shoreline will work closely with the District's Technical Services staff to ensure the staff is fully integrated in all aspects of Shoreline's duties and tasks. Shoreline will ensure full knowledge transfer to the District's Technical Services staff throughout the Agreement period.

At all times Shoreline shall assign personnel who shall:

- a) Possess the requisite education, training, skill and job experience to enable such assigned personnel to provide the requisite services to the District; and
- b) Shall be assigned in such reasonably continuous manner as to provide continuous technical support and services without delays or interruptions; and
- c) Have received fingerprint and other requisite clearances(s) so as to be in full compliance with the Safe Schools Act and other requisite requirements of law.

Neither Shoreline nor any of its personnel assigned to provide any services pursuant to this Agreement shall be entitled to any benefits, nor shall any such personnel be entitled to participate in any New York State Teachers' Retirement ("NYSTRS"), New York State Employees' retirement ("NYSERS"), tax deferred annuity, unemployment, worker's compensation, disability or other insurance or other insurance benefits; nor shall Shoreline be entitled to membership in any District collective bargaining unit or participation in any collective bargaining agreement or any benefits to be derived thereof.

Any notice or communication ("Notice") between the parties shall be in writing and either (a) sent by either parties hereto, or by their respective attorneys or representatives that are authorized to do so on their behalf, by registered or certified mail, postage prepaid, or (b) delivered in person by overnight courier with receipt acknowledged, to the respective addresses given in this contract for the party, to whom the notice is given, or to such other address as such party shall hereafter designate by Notice given to the other party pursuant to this paragraph. Each notice mailed shall be deemed given on the third business day following the date of mailing same, except that each Notice delivered in person or by overnight courier shall be deemed given when delivered.

## **6. INSURANCE**

Shoreline shall obtain, provide and maintain at their own cost and expense worker's compensation insurance during the term of this Agreement; and shall further obtain, provide and maintain liability insurance coverage in the minimum amount of \$1 million, naming the District as additional insured and shall provide satisfactory proof of such coverage to the Assistant Superintendent for Business of the District at the inception of the term of this Agreement and during the term thereof.

## **7. DEFENSE AND INDEMNIFICATION:**

Shoreline shall and by these presents does hereby agree at all times to indemnify and hold the District, the Board of Education, its members, District employees and agents harmless from any and all actions causes of action, suits, damages and claims judgments, extends, executions, claims, and demands whatsoever, in law or equity, which may arise against any of them, now have or hereafter by reason of this matter and the execution of this Agreement, and any matter, cause or thing arising there from.

Should Shoreline, or its employees, cause damage to the network or any equipment they utilize to perform their duties under the terms of this Agreement, Shoreline shall be responsible for the cost of repair or replacement of the same.

8. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties and this Agreement shall not be changed, modified or discharged, unless consented to in writing by both parties.

9. BEYOND THE SCOPE OF THIS MAINTENANCE AGREEMENT

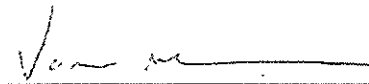
Shoreline and the District understand there may be additional projects agreed upon by the District. Above and beyond the scope of this Agreement, time spent will be billed at the discounted rate of \$115 per hour for a level three engineer and \$85 for a level two engineer.

10. MISCELLANEOUS:

This Agreement will be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Board of Education, Lawrence UFSD

Dated: 6/11/2014 By:   
Joseph McEvoy, Shoreline Networks, Inc.

## The Substitute Service, LLC.

P.O. Box 448  
Florham Park, New Jersey 07932

Telephone 973-660-1184  
Fax 973-660-1186  
www.substituteserviceusa.com

### Letter Memorandum of Agreement

Lawrence Public Schools

**THE SUBSTITUTE SERVICE, LLC.**, (hereafter TSS) proposes to provide the following services during the academic school year 2014 – 2015.

#### A. SERVICES RENDERED

1. SUBSTITUTE PLACEMENT SERVICE: TSS will promptly use its best efforts to locate and place appropriately certified substitute teachers who have been approved by the school system.
2. 24 HOUR TELEPHONE ANSWERING SERVICE: TSS will be available to teachers calling in, 24 hours a day, 7 days a week.
3. DAILY REPORTS: T.S.S. will provide a password to log into our Interactive Absence System so that daily reports can be retrieved by the school(s) and Board Office each morning.
4. WEEKLY REPORTS: A weekly record of teacher absences and substitute placements will be available by logging into our Interactive Absence System throughout the school year.
5. PREFERRED SUBSTITUTE LIST: TSS will use its best efforts to contact and place teachers on the school system's "preferred substitute" list before contacting other qualified substitutes, if so directed.

#### B. COST OF SERVICES

The cost of the aforementioned services will be \$14,175.00 (300 staff members requiring a substitute + Reports). The Substitute Refusal Report will be sent monthly, and Cumulative Report will be sent quarterly. There will be NO additional charge for 62 staffers who do not require a substitute. Payments are to be made in ten (10) monthly payments of \$1,417.50 each, beginning September 1, 2014 and ending June 1, 2015.

**The Substitute Service, LLC.**

C. MISCELLANEOUS

1. SNOW DAYS: The designated person from the board office promises to notify TSS as soon as the decision is made to declare a snow day or a delayed opening. TSS **WILL NOT** be responsible for notifying previously assigned substitutes of a school closing or a delayed opening.
2. INDEMNIFICATION: It is understood and agreed that T.S.S. is a referral and placement service only. Substitute teachers placed are not agents, servants, or employees of T.S.S. The school system agrees to indemnify and hold harmless T.S.S. from any demand, suit, or claim of liability arising out of the activities of any substitute placed.
3. APPROVED LIST: TSS and the school system will periodically discuss the status of previously approved substitutes who have continually declined placements.
4. STRIKES: In case of a strike, TSS will locate and have on call a specified number of job-action substitutes. TSS will be paid the same daily rate as a job-action substitute.
5. ENTIRE AGREEMENT: This letter memorandum is the entire agreement between the parties. No modification hereof is valid unless in writing, signed by both parties. Cancellation with thirty days' notice.

The preceding items are hereby accepted:

\_\_\_\_\_  
Board of Education

By: \_\_\_\_\_

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

Submitted by **THE SUBSTITUTE SERVICE, LLC.**

By: Gina M. Kiele

Date: 2.10.14





**HEALTHCARE AGREEMENT  
LAWRENCE UNION FREE SCHOOL DISTRICT**

This supplemental healthcare personnel Agreement [hereinafter "Agreement"], made and entered between LAWRENCE UNION FREE SCHOOL DISTRICT with address 195 Broadway Lawrence, NY 11559 [hereinafter "District"], and US MEDICAL STAFFING (hereinafter "Agency") 115 Broad Hollow Road Melville, New York 11747.

WHEREAS, Lawrence Schools operates schools which may require Supplemental nursing Staff. WHEREAS, The Agency is a staffing company with the ability to provide supplemental Healthcare personnel [hereinafter "Supplemental Staff"] for the purpose of providing health services to Students of District; and

1. Term: This Agreement shall commence when signed by both authorized representatives of the District and The Agency. 7/1/14 – 6/30/15.
2. Standard of Performance: In performing its obligations under this Agreement, The Agency shall act in good faith and with reasonable diligence. District and The Agency agree and acknowledge that their mutual goal is for District to provide quality health care to students of District in a professional, efficient and economic manner and that District has entered into this Agreement with The Agency for the purpose of providing such health care to its Students.

**Purpose of Agreement:**

This Agreement is entered into in order to provide District with supplemental staffing of healthcare professionals commensurate with District's need for said services. The Agency shall use its best efforts to provide healthcare professionals to furnish sufficient full and part-time Supplemental Staff to District. All Supplemental Staff engaged under this Agreement shall render their services to the District pursuant to the instruction and direction of Districts' administration to whom they shall report. In addition to their professional standards of care, all Supplemental Staff shall be subject to all applicable policies and procedures of District.

3. Obligations of The Agency
  - a. The Agency agrees that it shall ensure that all Supplemental Staff provided to District are fully familiar with District's policies, District's job description, Districts' protocols and established standards of care. However, any onsite orientation of Supplemental Staff shall be the Districts' responsibility.
  - b. The Agency shall insure that all Supplemental Staff are appropriately licensed or certified and registered to practice as a healthcare professional in New York State.
  - c. The Agency shall ensure that all Supplemental Staff have complied with the Immigration Reform and Control Act of 1986. Upon request, the Agency shall provide the District with satisfactory evidence of such compliance for each healthcare professional.
  - d. The Agency hereby warrants and represents that it has performed a reasonable and prudent background investigation of all Supplemental Staff, including requiring that each applicant disclose any conviction whether criminal or any other offence, in their initial employment application.
  - e. Prior to the assignments of its employees, the agency will supply proof of NYSED fingerprint clearance for all supplemental staff.

4. The Agency Compliance: the Agency further warrants and represents that Supplemental Staff provided to District hereunder shall be oriented as set forth herein

and has been advised of the pertinent conditions of this agreement and has agreed to be bound thereby.

5. Payment:

- a. District agrees to compensate the Agency in the amount based upon the attached Addendum A.
- b. Payment due under this Agreement shall be made to the Agency within 60 days after receipt of valid invoice from The Agency by District.
- c. Payment for orientation time for Supplemental Staff shall be paid by the District at a regular rate.
- d. A signature on The Agency's time slip by the designated employee of the District affirms acceptance by the District of the hours worked.
- e. The District agrees to pay the Agency for two (2) hours of work when the District cancels a work order in less than two (2) hours prior to the start of the shift assignment.

6. District Approval: The selection and employment or retention of any Supplemental Staff to provide services here under, shall be at all times subject to the approval of the District.

7. Records:

The Agency agrees that all Supplemental Staff will maintain individual patient charts in accordance with Federal, State, and Local law. The Agency specifically acknowledges that all patient charts and medical records are the property of The District. The District shall make available to Supplemental Staff under this agreement, for review and inspection, upon reasonable request, individual patient treatment records necessary for the proper evaluation and treatment of only those patients who require supplies and/or services prescribed by a licensed physician. The Agency agrees that all Supplemental Staff shall maintain the confidentiality of such medical records in accordance with applicable law (HIPAA).

8. Involuntary/Voluntary Termination: This Agreement may be terminated by either party with or without cause, by giving thirty (30) days written notice of its intention to withdraw from this Agreement.

- a. The Agreement shall be terminated without notice if the District determines that the supplemental staff has performed unsatisfactorily.

9. Independent Contractors:

- a. The Agency and District's relationship during the term of this Agreement shall be that of an independent contractor, and the amounts being paid hereunder shall not be subject to withholding taxes or other employment taxes as required both with respect to compensation paid by an employer to an employee.
- b. Neither party is authorized or permitted to act as an agent or employee of the other.

10. Reciprocal Insurance and Indemnification:

- a. The Agency and District agree to indemnify, defend, and hold each other harmless, including their officers, directors, employees and agents, from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorney's fees), arising out of breach of this agreement. This indemnification shall apply regardless of whether the claim in question is asserted after the termination of this Agreement.
- b. The Agency covenants and represents that throughout the term of this Agreement it will maintain, at its sole cost, a professional liability

occurrence insurance policy with coverage amounts not less than \$1,000,000 per occurrence and from an insurance policy rated A.M. Best ""secured"" \$3,000,000 in the aggregate covering of all Supplemental Staff provided to District. The premiums with respect to such malpractice insurance shall be paid by The Agency. The Agency's policy and such insurance shall require thirty (30) days prior written notice to the District in the event of termination, cancellation, or a material change in any such policy. The Agency shall provide District with a current and valid Certificate of Insurance, which evidences such insurance coverage prior to the Effective Date of this Agreement and within ten (10) days to any renewal or extension thereof. In addition, The Agency shall provide The District with proof of workman's compensation insurance for all Supplemental Staff.

11. Miscellaneous:

- a. Choice of Laws: This Agreement is made and entered into in the state District is located and shall be governed and constructed in accordance with the laws of this state without giving effect to the principles of conflicts of laws.
- b. Compliance: The Agency agrees that it shall ensure that it abides by all accepted professional standards, accreditation and all applicable Federal, State, or Local laws and administrative regulations.
- c. Responsibility for Service: Notwithstanding any other provision in this Agreement, District remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and Local statutes, rules, and regulations.
- d. Anti-Discrimination: Both parties to this Agreement agree to comply with the Title VI of the Civil Rights Act of 1964 and with Section 504 of the Rehabilitation Act.
- f. Amendment: This Agreement shall not be changed, modified or amended except by a written Agreement signed by the parties hereto, and this Agreement may not be discharged except by performance in accordance with its terms or as otherwise provided herein.
- g. Counterparts: This Agreement may be executed in counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12. Entire Agreement: This Agreement constitutes the entire Agreement between them with respect to the subject matter hereof and supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, District and The Agency have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

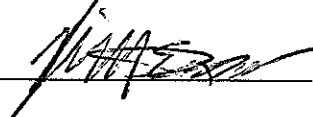
By: Lawrence Schools

By: US Medical Staffing

Name \_\_\_\_\_

Name RICHARD E DUBEAU

Signature \_\_\_\_\_

Signature 

Title \_\_\_\_\_

Title PRESIDENT

Date \_\_\_\_\_

Date 6-17-2014

General bill rates for staffing US Medical Staffing  
Lawrence School District 2014/2015

**Specialties**

**Hourly Rates**

Physical Therapist	\$68.00
Physical Therapy Assistant	\$47.00
Physical Therapy Aide	\$24.00
Occupational Therapist	\$70.00
COTA	\$48.00
Speech Therapist	\$80.00
Nurse Practitioner	\$69.00
Physicians Assistant	\$68.00
RN Supervisor	\$59.00
RN	\$52.00
LPN	\$35.00
CNA	\$20.00
Dietician	\$41.00
LMSW	\$49.00
LCSW	\$49.00
Case Manager	\$28.00
Respiratory Therapist	\$49.00

RN General for all new school positions, new school assignments \$51.00

Lawrence Schools

US Medical Staffing

Signature \_\_\_\_\_

Signature  \_\_\_\_\_

**ADDENDUM "B" PROVISIONS**  
**Lawrence Union Free School district**

**CONFIDENTIALITY OF STUDENT RECORDS** All staff of the Agency who receive a student's personally identifiable information contained in education records by any means, including oral, written or electronic means are prohibited from disclosing such information unless, the disclosure is subject to an exception under FERPA and/or HIPAA regulations. FERPA defines "education records" as those that are: 1) directly related to a student; and 2) maintained by an education agency or institution or by a party acting for the agency or institution. Additionally, under the HIPAA Privacy Rule staff of the Agency are required to protect individuals' health records and other identifiable health information and thus, no disclosures may be made of such information without patient authorization.

**COMPLIANCE WITH SAFE SCHOOLS AGAINST VIOLENCE ACT** The Agency shall perform background checks and fingerprinting on all staff directly providing services to students and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". The Agency shall provide the District with appropriate proof of clearance for employment by the New York State Education Department.

**EXCLUDED/DEBARRED PARTIES** The Agency represents and warrants that it, nor its employees or contractors, is not excluded from 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 Agency, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, the Agency will notify the School District in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Agency, the School District reserves the right to immediately cease contracting with the Agency.

If the Agency is an Employment Agency, it represents and warrants that its employees and contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

The Agency 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 Lists 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 Agency will notify the School District in writing within three (3) days after such event.

Upon occurrence of such event, whether or not such notice is given to the Agency, the School District reserves the right to immediately cease contracting with the Agency.

**HEALTH AND WELFARE SERVICES AGREEMENT**

This Agreement is entered into this 6<sup>TH</sup> day of **June, 2014** by and between the Board of Education of the Lawrence Union Free School District (hereinafter "Lawrence Union Free School District"), having its principal place of business for the purpose of this Agreement at Lawrence Union Free School District, New York, and the Board of Education of the West Hempstead School District (hereinafter "West Hempstead"), having its principal place of business for the purpose of this Agreement at West Hempstead, New York.

W I T N E S S E T H

WHEREAS, Lawrence Union Free School District is authorized pursuant to Section 912 of the Education Law, to enter into a contract with West Hempstead School District for the purpose of having West Hempstead School District provide health and welfare services to children residing in **Lawrence Union Free School District** and attending a non-public school located in West Hempstead,

WHEREAS, certain students who are residents of **Lawrence Union Free School District** are attending non-public schools located in West Hempstead,

WHEREAS, West Hempstead School District has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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 **September 1, 2013** through **June 30, 2014** inclusive.
2. The West Hempstead School District warrants that the health and welfare services will be provided by licensed health care providers. The West Hempstead School District 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. The West Hempstead School District 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. The West Hempstead School District 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. The West Hempstead School District 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 the West Hempstead School District shall be consistent with the services available to students attending public schools within the West Hempstead School District; 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, the **Lawrence Union Free School District** agrees to pay West Hempstead School District the sum of **\$943.86** per eligible pupil for the **2013-2014** school year.
6. The **Lawrence Union Free School District** shall pay the West Hempstead School District within thirty (30) days of **Lawrence Union Free School District** receipt of a detailed written invoice from West Hempstead School District. 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, the West Hempstead School District shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by the **Lawrence Union Free School District** 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, the West Hempstead School District shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by the **Lawrence Union Free School District** shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. The West Hempstead School District 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 West Hempstead or **Lawrence Union Free School District** 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:

**Lawrence Union Free School District:      Accountant**

West Hempstead School District:      Deputy Superintendent

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 provision(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: agreements, 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 Superintendent of Schools for the **Lawrence Union Free School District**.

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

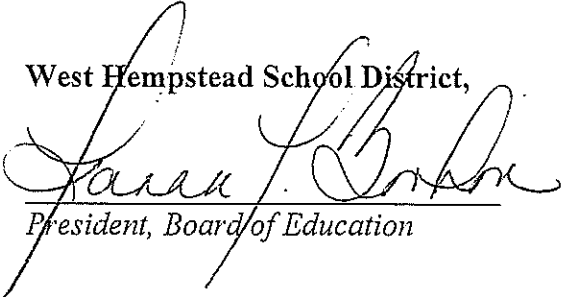
**Lawrence Union Free School District**

\_\_\_\_\_  
*Superintendent of Schools*

**Lawrence Union Free School District,**

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

**West Hempstead School District,**

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

**Andrea Becker**  
**4 S. Dorado Circle, Apt. 1E**  
**Hauppauge, NY 11788**

This agreement is entered into this First day of July 2014 by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor Andrea Becker Social Security No .5147 (hereinafter "**Consultant-Psychologist**").

**CONSULTANT-PSYCHOLOGIST SERVICES** Board engages the services of Consultant-Psychologist to provide special education instructional services to be performed by Consultant-Psychologist for the term set forth below.

**TERM** The term of this Agreement shall commence on September 2, 2014 and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until June 30, 2015, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Psychologist agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Psychologist. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Psychologist will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Psychologist shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Psychologist represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Psychologist agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Psychologist in relation to the performance of this Agreement.

Consultant-Psychologist shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Psychologist shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Psychologist shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Psychologist shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Psychologist 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-Psychologist shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Psychologist shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Psychologist **daily** rate of **\$307.69**. The Consultant-Psychologist shall be required to work each day the private school is open. The Consultant-Psychologist shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Psychologist will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Psychologist is to be charged against federal or state funds, the Consultant-Psychologist will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Psychologist.

**SUPPLIES** Consultant-Psychologist will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Psychologist 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-Psychologist 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-Psychologist represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-

Psychologist represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Psychologist is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Psychologist, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Psychologist unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Psychologist at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Psychologist and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Psychologist in connection with the performance of Consultant-Psychologist's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Psychologist will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Psychologist.

**The parties agree that Consultant-Psychologist's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Psychologist.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Psychologist is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Psychologist shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Psychologist is not obligated to devote hereunder to the Board as Consultant-Psychologist sees fit and to such persons, firms or organizations as Consultant-Psychologist deems advisable. Consultant-Psychologist shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Psychologist is not to be considered an agent or employee of the Board for any purpose and Consultant-Psychologist is not entitled to any benefits that the Board provides to employees. Consultant-Psychologist will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Psychologist, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Psychologist. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Psychologist has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Psychologist

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

INSTRUCTIONAL SERVICES AGREEMENT

Enclosure  
VIII. E.2 b  
7/3/14

THIS AGREEMENT made this 27<sup>th</sup> day of May 2014, in the County of Nassau, State of New York, between Brookville Center for Children's Services, Inc., 189 Wheatley Road, Brookville, New York, and Lawrence UFSD, Lawrence, NY 11559.

The school district is authorized by law, under Section 4402(2)b to contract with institutions within the State of New York for instruction of handicapped children in those situations where the District is unable to provide for the education of handicapped children in special classes in the public schools, and

WHEREAS, Brookville Center for Children's Services, Inc. is a non-public institution operating special classes for handicapped children,

NOW, THEREFORE, the parties mutually agree as follows:

FIRST: Brookville Center for Children's Services, Inc. agrees to provide instructional services to students specified by the district in accordance with their IEP for the applicable school year, and the services are to be provided by teachers and/or related service professionals possessing appropriate qualifications and certifications, and will submit reports of services rendered.

SECOND: Lawrence UFSD shall pay to Brookville Center for Children's Services, Inc. a tuition of \$7,606.00 for July and August 2014 and \$45,634.00 per pupil per year, payable at the rate of \$4,563.40 per month per pupil for 10 months for the 2014-2015 school year upon submission of an invoice with documentation of the student's (s) continued enrollment in the program. In the case of services for which tuition is set by the New York State Commissioner of Education, the rate must be equal to what the Commissioner has set. If the tuition rates for this school year are not available at the beginning of that school year, Lawrence UFSD shall pay the rates applicable to the previous school year until the new rates are set, at which time the parties shall adjust tuition payments so that Lawrence UFSD will have paid in accordance with the rates applicable to that current school year.

This Agreement, and the obligation of Lawrence UFSD to make payment hereunder, shall terminate upon withdrawal of the student by Lawrence UFSD for any reason whatsoever or termination of the approval of Brookville Center for Children's Services, Inc. by the Commissioner of Education.

Upon any termination, Lawrence UFSD shall pay to Brookville Center for Children's Services, Inc. the pro-rata portion of the monthly tuition for that part of the month when services were furnished prior to termination.

THIRD: Brookville Center for Children's Services, Inc. shall accord the school district the following:

- a. Right to visit the school.
- b. Pupil attendance reports with reasons for absence beyond 3 days.
- c. Pupil progress reports.
- d. Right to examine accounting records as they pertain to tuition costs.

FOURTH: Brookville Center for Children's Services, Inc. agrees to defend, indemnify and hold harmless the Lawrence UFSD and its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not only limited to attorney's fees, arising out of or resulting from the performance of this agreement.

FIFTH: Brookville Center for Children's Services, Inc. shall be responsible for compliance with the requirements of Project SAVE and the SAFE SCHOOL ACTS, with respect to any person providing services by Brookville Center for Children's Services, Inc. under the terms of this agreement. All persons providing services by or through Brookville Center for Children's Services, Inc. under the terms of this agreement shall have received appropriate fingerprinting clearance as required by law, prior to providing services to the above named student (s). Appropriate written proof of such clearance shall be provided to the Lawrence UFSD prior to such person (s) providing services to the student.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

BOARD OF EDUCATION OF  
Lawrence UFSD

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

By: \_\_\_\_\_

Brookville Center for Children's Services, Inc.  
Federal ID # 73-1662897

DATE: 5/28/14

By:   
Michael Mascari, Executive Director

**Mella Clancy-Schifilliti  
265 Bellmore Avenue  
East Islip, NY 11730**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Mella Clancy-Schifilliti** Social Security No. :  
**1756** (hereinafter "**Consultant-Social Worker**").

**CONSULTANT-SOCIAL WORKER SERVICES** Board engages the services of Consultant-Social Worker to provide special education instructional services to be performed by Consultant-Social Worker for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Social Worker agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Social Worker. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Social Worker will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Social Worker shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Social Worker represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Social Worker agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Social Worker in relation to the performance of this Agreement.

Consultant-Social Worker shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Social Worker shall provide conscientious, competent and diligent services throughout the term of this Agreement.



Consultant-Social Worker shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Social Worker shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Social Worker 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-Social Worker shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Social Worker shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Social Worker **daily** rate of **\$623.93**. The Consultant-Social Worker shall be required to work each day the private school is open. The Consultant-Social Worker shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Social Worker will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Social Worker is to be charged against federal or state funds, the Consultant-Social Worker will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Social Worker.

**SUPPLIES** Consultant-Social Worker will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Social Worker 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-Social Worker 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-Social Worker represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Social Worker represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Social Worker is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Social Worker, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Social Worker unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Social Worker at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Social Worker and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Social Worker in connection with the performance of Consultant-Social Worker's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Social Worker will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Social Worker.

**The parties agree that Consultant-Social Worker's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Social Worker.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Social Worker is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Social Worker shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Social Worker is not obligated to devote hereunder to the Board as Consultant-Social Worker sees fit and to such persons, firms or organizations as Consultant-Social Worker deems advisable. Consultant-Social Worker shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Social Worker is not to be considered an agent or employee of the Board for any purpose and Consultant-Social Worker is not entitled to any benefits that the Board provides to employees. Consultant-Social Worker will be solely and entirely responsible for her acts during the

performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Social Worker, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Social Worker. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Social Worker has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Social Worker

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

**Monique Hagler  
567 Saddle Ridge Road  
Woodmere, NY 11598**

This agreement is entered into this First day of July 2014 by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor Monique Hagler Social Security No         -4432 (hereinafter "**Consultant-Nurse**").

**CONSULTANT-NURSE SERVICES** Board engages the services of Consultant-Nurse to provide special education instructional services to be performed by Consultant-Nurse for the term set forth below.

**TERM** The term of this Agreement shall commence on September 2, 2014 and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until June 30, 2015, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Nurse agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Nurse. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Nurse will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Nurse shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Nurse represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Nurse agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Nurse in relation to the performance of this Agreement.

Consultant-Nurse shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Nurse shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Nurse shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Nurse shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Nurse 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-Nurse shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Nurse shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective September **2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Nurse **daily** rate of **\$529.66**. The Consultant-Nurse shall be required to work each day the private school is open. The Consultant-Nurse shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Nurse will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Nurse is to be charged against federal or state funds, the Consultant-Nurse will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Nurse.

**SUPPLIES** Consultant-Nurse will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Nurse 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-Nurse 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-Nurse represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Nurse represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Nurse is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Nurse, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Nurse unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Nurse at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Nurse and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Nurse in connection with the performance of Consultant-Nurse's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Nurse will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Nurse.

**The parties agree that Consultant-Nurse's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Nurse.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Nurse is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Nurse shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Nurse is not obligated to devote hereunder to the Board as Consultant-Nurse sees fit and to such persons, firms or organizations as Consultant-Nurse deems advisable. Consultant-Nurse shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Nurse is not to be considered an agent or employee of the Board for any purpose and Consultant-Nurse is not entitled to any benefits that the Board provides to employees. Consultant-Nurse will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Nurse, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Nurse.

Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Nurse has approved the terms and conditions of this Agreement,

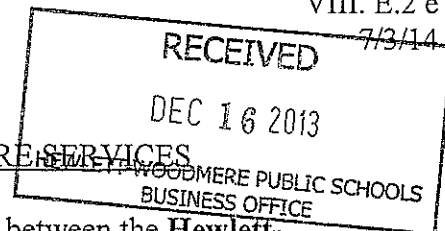
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Nurse

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President



CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGEEMENT made this First day of July, by and between the Hewlett-Woodmere UFSD as trustee of the union free school district, town of Hempstead county of Nassau, party of the first part, and Lawrence Public Schools as trustee of union free school district, town of Lawrence, county of Nassau, New York, part of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in union free school district of Nassau, New York to begin on July 1, 2013 and to end June 30, 2014.

Now, Therefore, the said party of the first part hereby agrees to pay to the party of the second part the sum of \$719.94 per student for health and welfare services to be provided under section 912 to children residing in said union free school district, and attending nonpublic schools in said union free school district town of Lawrence, county of Nassau, New York.

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

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

Nurse Services  
School Psychological Services  
School Social Work Services

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

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


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



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

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

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

 Scott Holmes

**Hewlett-Woodmere UFSD**  
(Trustee or President of  
Board of Education)

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**Lawrence Public Schools**  
(Trustee or President of  
Board of Education)

**Rebecca Jerzolini**  
**147-71 71<sup>st</sup> Ave., Apt.2**  
**Flushing, NY 11367**

This agreement is entered into this First day of July 2014 by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor Rebecca Jerzolini Social Security No.           -7820 (hereinafter "**Consultant-Social Worker**").

**CONSULTANT-SOCIAL WORKER SERVICES** Board engages the services of Consultant-Social Worker to provide special education instructional services to be performed by Consultant-Social Worker for the term set forth below.

**TERM** The term of this Agreement shall commence on September 2,2014 and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until June 30, 2015, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Social Worker agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Social Worker. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Social Worker will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Social Worker shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Social Worker represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Social Worker agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Social Worker in relation to the performance of this Agreement.

Consultant-Social Worker shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Social Worker shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Social Worker shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Social Worker shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Social Worker 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-Social Worker shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Social Worker shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2,2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Social Worker **daily** rate of **\$307.69**. The Consultant-Social Worker shall be required to work each day the private school is open. The Consultant-Social Worker shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Social Worker will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Social Worker is to be charged against federal or state funds, the Consultant-Social Worker will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Social Worker.

**SUPPLIES** Consultant-Social Worker will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Social Worker 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-Social Worker 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-Social Worker represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Social Worker represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Social Worker is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Social Worker, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Social Worker unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Social Worker at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Social Worker and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Social Worker in connection with the performance of Consultant-Social Worker's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Social Worker will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Social Worker.

**The parties agree that Consultant-Social Worker's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Social Worker.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Social Worker is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Social Worker shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Social Worker is not obligated to devote hereunder to the Board as Consultant-Social Worker sees fit and to such persons, firms or organizations as Consultant-Social Worker deems advisable. Consultant-Social Worker shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Social Worker is not to be considered an agent or employee of the Board for any purpose and Consultant-Social Worker is not entitled to any benefits that the Board provides to employees. Consultant-Social Worker will be solely and entirely responsible for her acts during the

performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Social Worker, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Social Worker. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Social Worker has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Social Worker

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

**Doni Jozsef**  
**141-38 70<sup>th</sup> Avenue**  
**Flushing, NY 11367**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Doni Jozsef** Social Security No.           -3998 (hereinafter "**Consultant-Social Worker**").

**CONSULTANT-SOCIAL WORKER SERVICES** Board engages the services of Consultant-Social Worker to provide special education instructional services to be performed by Consultant-Social Worker for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Social Worker agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Social Worker. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Social Worker will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Social Worker shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Social Worker represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Social Worker agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Social Worker in relation to the performance of this Agreement.

Consultant-Social Worker shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Social Worker shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Social Worker shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Social Worker shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Social Worker 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-Social Worker shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Social Worker shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Social Worker **daily** rate of **\$307.69**. The Consultant-Social Worker shall be required to work each day the private school is open. The Consultant-Social Worker shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Social Worker will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Social Worker is to be charged against federal or state funds, the Consultant-Social Worker will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Social Worker.

**SUPPLIES** Consultant-Social Worker will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Social Worker 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-Social Worker 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-Social Worker represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Social Worker represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Social Worker is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Social Worker, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Social Worker unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Social Worker at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Social Worker and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Social Worker in connection with the performance of Consultant-Social Worker's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Social Worker will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Social Worker.

**The parties agree that Consultant-Social Worker's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Social Worker.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Social Worker is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Social Worker shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Social Worker is not obligated to devote hereunder to the Board as Consultant-Social Worker sees fit and to such persons, firms or organizations as Consultant-Social Worker deems advisable. Consultant-Social Worker shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Social Worker is not to be considered an agent or employee of the Board for any purpose and Consultant-Social Worker is not entitled to any benefits that the Board provides to employees. Consultant-Social Worker will be solely and entirely responsible for her acts during the



performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Social Worker, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Social Worker. 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.

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**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Social Worker has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Social Worker

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

**Fay Kiffel**  
**433 Oakland Avenue**  
**Cedarhurst, NY 11516**

This agreement is entered into this First day of July 2014 by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor Fay Kiffel Social Security No.         .4567 (hereinafter "**Consultant-Nurse**").

**CONSTULTANT-NURSE SERVICES** Board engages the services of Consultant-Nurse to provide special education instructional services to be performed by Consultant-Nurse for the term set forth below.

**TERM** The term of this Agreement shall commence on September 2, 2014 and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until June 30, 2015, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Nurse agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Nurse. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Nurse will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Nurse shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Nurse represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Nurse agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Nurse in relation to the performance of this Agreement.

Consultant-Nurse shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Nurse shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Nurse shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Nurse shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Nurse 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-Nurse shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Nurse shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Nurse **daily** rate of **\$307.69**. The Consultant-Nurse shall be required to work each day the private school is open. The Consultant-Nurse shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Nurse will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Nurse is to be charged against federal or state funds, the Consultant-Nurse will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Nurse.

**SUPPLIES** Consultant-Nurse will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Nurse 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-Nurse 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-Nurse represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Nurse represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Nurse is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Nurse, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Nurse unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Nurse at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Nurse and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Nurse in connection with the performance of Consultant-Nurse's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Nurse will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Nurse.

**The parties agree that Consultant-Nurse's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Nurse.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Nurse is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Nurse shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Nurse is not obligated to devote hereunder to the Board as Consultant-Nurse sees fit and to such persons, firms or organizations as Consultant-Nurse deems advisable. Consultant-Nurse 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-Nurse is not to be considered an agent or employee of the Board for any purpose and Consultant-Nurse is not entitled to any benefits that the Board provides to employees. Consultant-Nurse will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Nurse, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Nurse.

Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Nurse has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Nurse

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

**Yehuda Klinkowitz**  
**567 Rica Lane**  
**Woodmere, NY 11598**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Yehuda Klinkowitz** Social Security No. \_\_\_\_\_ **3511** (hereinafter "**Consultant-Social Worker**").

**CONSULTANT-SOCIAL WORKER SERVICES** Board engages the services of Consultant-Social Worker to provide special education instructional services to be performed by Consultant-Social Worker for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Social Worker agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Social Worker. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Social Worker will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

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Consultant-Social Worker represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Social Worker agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Social Worker in relation to the performance of this Agreement.

Consultant-Social Worker shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

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Consultant-Social Worker shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Social Worker 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-Social Worker shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Social Worker shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Social Worker **daily** rate of **\$307.69**. The Consultant-Social Worker shall be required to work each day the private school is open. The Consultant-Social Worker shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Social Worker will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

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Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Social Worker.

**SUPPLIES** Consultant-Social Worker will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Social Worker 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-Social Worker 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-Social Worker represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Social Worker represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Social Worker is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Social Worker, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Social Worker unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Social Worker at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Social Worker and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Social Worker in connection with the performance of Consultant-Social Worker's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Social Worker will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Social Worker.

**The parties agree that Consultant-Social Worker's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Social Worker.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Social Worker is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Social Worker shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Social Worker is not obligated to devote hereunder to the Board as Consultant-Social Worker sees fit and to such persons, firms or organizations as Consultant-Social Worker deems advisable. Consultant-Social Worker shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Social Worker is not to be considered an agent or employee of the Board for any purpose and Consultant-Social Worker is not entitled to any benefits that the Board provides to employees. Consultant-Social Worker will be solely and entirely responsible for her acts during the



performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Social Worker, and no other person shall be engaged upon such work or services.

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**WHEREAS**, Consultant-Social Worker has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Social Worker

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

**ABILITIES, INC.**  
**(D/B/A NATHANIEL H. KORNREICH TECHNOLOGY CENTER)**  
**CONSULTANT SERVICES CONTRACT**

This document will serve as an Agreement between Abilities, Inc. d/b/a Kornreich Technology Center (“Consultant”) and the Lawrence Union Free School District (“School District”). Consultant will provide Assistive Technology services as an independent contractor for the period of July 2014 through June 2015. Worker’s compensation and professional liability will be assumed by Consultant.

WITNESSETH

WHEREAS, the Consultant wishes to provide the specified services upon the terms and conditions, and for the consideration specified by Lawrence Union Free School District, and WHEREAS, Lawrence Union Free School District hereby agrees as follows:

1. **CONSIDERATION.** In full and complete consideration for the services to be provided pursuant to this Agreement, Lawrence Union Free School District shall pay the Consultant on a fee for service basis.
2. **SERVICES.** The Consultant shall perform the following services:
  - Consult with and conduct training for educational and other related services staff to maximize assistive and educational technology intervention and ensure carry over of skills.
  - Provide Assistive Technology evaluations/screenings for students who have been determined by the School District to require such service in accordance with an accepted plan that the Consultant determines.
  - Documentation of services provided as required by the students’ school district and Committee on Special Education.
3. **STATUS.** The Consultant’s status under this Agreement is that of an independent contractor. The Consultant shall comply with all requirements of Federal, State and Local Laws applicable to independent contractors, including all income and other tax obligations.
4. **FEES.** Rates for Assistive Technology Services are \$175.00 per hour for Direct Hours and \$100.00 per hour for Indirect Hours, up to 40 days in the district for the services listed. “Direct hours” means the number of hours expended by Kornreich staff in contact with School District staff and students. “Indirect Hours” means hours expended for other purposes such as planning, research, materials development. Travel is billed at \$60.00 per hour.

5. RECORDS. The Consultant represents that the Consultant's Federal Tax Identification number is: 111710419. The Consultant shall maintain such records and accounts, including property, personnel and financial records as may be reasonably required. These records will be made available during normal business hours, upon reasonable notice for audit purposes upon request, and will be retained by the Consultant for three years after the expiration of the Agreement.
6. TAX AND INSURANCE. It is expressly understood that the Consultant will assume full responsibility for the Consultant's Professional Liability Insurance (or malpractice coverage) and all income taxes.
7. PERSONAL SERVICES. This Agreement is a Personal Services Agreement and may not be assigned by either party, by operation of law or otherwise.
8. ENTIRE AGREEMENT. This Agreement sets forth the entire Agreement between the parties thereto and may not be changed orally, or orally set aside, and may only be changed, amended or modified by an instrument in writing duly signed by the parties hereto.
9. AUTHORIZED SIGNATURE. This Agreement shall not be binding in any way against the Consultant unless executed by Consultant.
10. INSTRUMENTALITIES. The Consultant shall supply all materials and supplies to accomplish the designated tasks.
11. GENERAL SUPERVISION. The School District retains the right to inspect, to stop work, to prescribe changes and generally to supervise the work to ensure its conformity with that specified herein.
12. RELATIONSHIP BETWEEN PARTIES. The Consultant shall be free to dispose of that portion of his/her time, energy and skills during regular business hours as the Consultant is not obligated to devote hereunder to the School District in such a manner as he/she sees fit and to such persons, firms or corporations as he/she deems advisable.
13. RATIFICATION. This contract is subject to ratification of the Board of Education of the Lawrence Union Free School District.
14. TERMINATION. Either Consultant or the School District may terminate this Agreement, with or without cause, upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given at the time delivered, if delivered personally, or three days following deposit in the U.S. mail if sent by registered or certified mail, addressed as follow:

To the School District:

Lawrence Union Free School District  
195 Broadway  
Lawrence, NY 11559  
Attn: Gary Schall, Superintendent of Schools

To Consultant:

Abilities, Inc.  
(d/b/a Kornreich Technology Center)  
201 I.U. Willets Rd.  
Albertson, NY 11507  
Attn: Sheryl Buchel, Executive Vice President & Chief Financial Officer

This Agreement may be terminated by the School District in the event of a material breach by the Consultant, upon three (3) days' written notice from the School District to the Consultant.

In the event the Consultant or the School District terminates THIS AGREEMENT, Consultant shall not be liable to the School District for further services, and the School District shall only be liable to pay Consultant for those Services performed by Consultant prior to the effective date of termination, whether invoiced prior to or after such date.

15. Consultant has received the appropriate fingerprinting clearance as required by law.

\_\_\_\_\_  
Gary Schall,  
Superintendent of Schools  
Lawrence UFSD

\_\_\_\_\_  
Sheryl Buchel, EVP, CFO  
Abilities, Inc.  
(d/b/a Kornreich Technology Center)

\_\_\_\_\_  
Dr. Asher Mansdorf  
President, Board of Education  
Lawrence UFSD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Ann Pedersen  
Deputy Superintendent of Schools  
Lawrence UFSD

\_\_\_\_\_  
Date

**Rayla Krupka  
528 Oak Drive  
Far Rockaway, NY 11691**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Rayla Krupka** Social Security No. 3436 (hereinafter "**Consultant-Nurse**").

**CONSULTANT-NURSE SERVICES** Board engages the services of Consultant-Nurse to provide special education instructional services to be performed by Consultant-Nurse for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Nurse agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Nurse. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Nurse will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Nurse shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Nurse represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Nurse agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Nurse in relation to the performance of this Agreement.

Consultant-Nurse shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Nurse shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Nurse shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Nurse shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Nurse 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-Nurse shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Nurse shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Nurse **daily** rate of **\$307.69**. The Consultant-Nurse shall be required to work each day the private school is open. The Consultant-Nurse shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Nurse will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Nurse is to be charged against federal or state funds, the Consultant-Nurse will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Nurse.

**SUPPLIES** Consultant-Nurse will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Nurse 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-Nurse 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-Nurse represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Nurse represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Nurse is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Nurse, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Nurse unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Nurse at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Nurse and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Nurse in connection with the performance of Consultant-Nurse's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Nurse will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Nurse.

**The parties agree that Consultant-Nurse's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Nurse.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Nurse is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Nurse shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Nurse is not obligated to devote hereunder to the Board as Consultant-Nurse sees fit and to such persons, firms or organizations as Consultant-Nurse deems advisable. Consultant-Nurse shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Nurse is not to be considered an agent or employee of the Board for any purpose and Consultant-Nurse is not entitled to any benefits that the Board provides to employees. Consultant-Nurse will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Nurse, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Nurse.

Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Nurse has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Nurse

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President



**Elana Lesser**  
**144-21 70<sup>th</sup> Road**  
**Flushing, NY 11367**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Elana Lesser** Social Security No.       3436 (hereinafter "**Consultant-Psychologist**").

**CONSULTANT-PSYCHOLOGIST SERVICES** Board engages the services of Consultant-Psychologist to provide special education instructional services to be performed by Consultant-Psychologist for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Psychologist agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Psychologist. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Psychologist will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Psychologist shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Psychologist represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Psychologist agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Psychologist in relation to the performance of this Agreement.

Consultant-Psychologist shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Psychologist shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Psychologist shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Psychologist shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Psychologist 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-Psychologist shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Psychologist shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Psychologist **daily** rate of **\$419.99**. The Consultant-Psychologist shall be required to work each day the private school is open. The Consultant-Psychologist shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Psychologist will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Psychologist is to be charged against federal or state funds, the Consultant-Psychologist will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Psychologist.

**SUPPLIES** Consultant-Psychologist will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Psychologist 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-Psychologist 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-Psychologist represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Psychologist represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Psychologist is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Psychologist, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Psychologist unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Psychologist at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Psychologist and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Psychologist in connection with the performance of Consultant-Psychologist's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Psychologist will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Psychologist.

**The parties agree that Consultant-Psychologist's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Psychologist.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Psychologist is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Psychologist shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Psychologist is not obligated to devote hereunder to the Board as Consultant-Psychologist sees fit and to such persons, firms or organizations as Consultant-Psychologist deems advisable. Consultant-Psychologist 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-Psychologist is not to be considered an agent or employee of the Board for any purpose and Consultant-Psychologist is not entitled to any benefits that the Board provides to employees. Consultant-Psychologist will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Psychologist, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Psychologist. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Psychologist has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Psychologist

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

## LAWRENCE UNION FREE SCHOOL DISTRICT INSTRUCTIONAL SERVICES AGREEMENT

This is an agreement for instructional services for the 2013-2014 school year, between the Lawrence Union Free School District ("Lawrence"), having offices located at 195 Broadway, Lawrence, NY 11559 and the Malverne Union Free School District ("Malverne"), having offices located at the Administration Building, 301 Wicks Lane, Malverne, NY 11565.

Whereas, Lawrence is an educational institution that provides instructional services to students in grades Kindergarten through Grade 12 and

Whereas, Lawrence is also an educational institution that provides instructional services to students through age 18, and

Whereas, Malverne desires to contract with Lawrence for the provision of certain specialized instructional services to Malverne students,

Now, therefore, upon mutual consideration given, the parties herein agree as follows:

1. Lawrence agrees to provide instructional services to students specifies by the District in accordance with their Individualized Education Program ("IEP") for the applicable school year, and the services are to be provided by teachers and/or related service professionals possessing appropriated qualifications and certifications.
2. Lawrence agrees to submit to Malverne, on a quarterly basis, reports of the services rendered, and further agrees that the assignment of personnel shall be subject to the approval of Malverne.
3. Malverne agrees to pay as per the New York State approved non-resident tuition report for students, kindergarten through sixth grades and students, seventh through twelfth grades, for the ten month period, and for a 1:1 aide for the same ten-month period per student which runs from September, 2013 through June, 2014 per student. In the cases of services for which tuition is set, by New York State Commissioner of Education, the rate must be equal to what the Commissioner has set. If the tuition rates for the school year are not available at the beginning to that school year, Malverne shall pay the above stated amount for the 2013-2014 school year until the new rates are set, at which time the parties shall adjust tuition payments so that Malverne will have paid the above mentioned tuition in accordance with the rates applicable to that current school year.
4. This agreement shall not be modified or amended except in writing signed by both parties.

5. This agreement and the obligation of Malverne to make payment hereunder shall terminate upon withdrawal of the student by Lawrence for any reason whatsoever, or termination of the approval of Malverne by the Commissioner of Education.
6. Upon any termination Malverne shall pay Lawrence the pro-rata portion of the monthly tuition for that part of the month when services were finished prior to termination.
7. The signatories for the agreement have the authority of the respective Boards of Education to execute this agreement and bind the respective District and/or school to the terms of this agreement
8. It is understood between the parties that the substance of this agreement is highly confidential and shall not be revealed in any manner and any personnel of Lawrence nor any employees and/or consultants providing services pursuant to this agreement, except as required by law.
9. Lawrence will be responsible for the compliance with any Federal, State or Local statutes for any services provided by Malverne under the terms of this agreement.
10. It is expressly understood Lawrence is not an employee of Malverne or any of its employees and/or consultants providing services pursuant to this agreement and consequently, Lawrence and the employees and/or consultants providing services pursuant to this agreement shall not be eligible for any additional benefits from Malverne, including but not limited, Social Security, New York State Worker's Compensation, Insurance, Unemployment Insurance, etc.
11. Neither party may sign or otherwise transfer its rights, privileges or obligations under this agreement that the prior written consent of the other party.
12. Lawrence will perform backgrounds checks and finger printing of all staff directly providing services to students pursuant to the agreement and comply with all provisions a project SAVE Legislation.
13. Lawrence represents Lawrence and/or its employees and/or assigns are not currently charges nor in the past have been charged with any criminal, professional misconduct or incompetence.

14. Malverne further agrees it shall indemnify and hold harmless Lawrence, its officers, directors, agencies, employees and board of education for all losses, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with the threat and, pending or completed action, so depending, arising; from any act, error, omission, misstatement, misleading statement, neglect or breach of duties by Lawrence or any of its officers, directors, agents (including consultants) or employees taken or made in the performance of their obligations, pursuant to this agreement.
15. No additional compensation shall be provided for the preparation of progress reports and related assessment materials used in annual reviews.

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

**Malverne Union Free School District**

Date: 6/10/14

By: Marguerite O'Connor  
Marguerite O'Connor  
Board President

**Lawrence Union Free School District**

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

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Shoshana Mayer**  
**3230 Bedford Avenue**  
**Brooklyn, NY 11210**

This agreement is entered into this First day of July 2014 by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor Shoshana Mayer Social Security No. \_\_\_\_\_ -5970 (hereinafter "**Consultant-Psychologist**").

**CONSULTANT-PSYCHOLOGIST SERVICES** Board engages the services of Consultant-Psychologist to provide special education instructional services to be performed by Consultant-Psychologist for the term set forth below.

**TERM** The term of this Agreement shall commence on September 2, 2014 and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until June 30, 2015, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Psychologist agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Psychologist. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Psychologist will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Psychologist shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Psychologist represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Psychologist agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Psychologist in relation to the performance of this Agreement.

Consultant-Psychologist shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Psychologist shall provide conscientious, competent and diligent services throughout the term of this Agreement.



Consultant-Psychologist shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Psychologist shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Psychologist 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-Psychologist shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Psychologist shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Psychologist **daily** rate of **\$307.69**. The Consultant-Psychologist shall be required to work each day the private school is open. The Consultant-Psychologist shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Psychologist will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Psychologist is to be charged against federal or state funds, the Consultant-Psychologist will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Psychologist.

**SUPPLIES** Consultant-Psychologist will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Psychologist 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-Psychologist 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-Psychologist represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-

Psychologist represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Psychologist is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Psychologist, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Psychologist unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Psychologist at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Psychologist and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Psychologist in connection with the performance of Consultant-Psychologist's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Psychologist will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Psychologist.

**The parties agree that Consultant-Psychologist's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Psychologist.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Psychologist is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Psychologist shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Psychologist is not obligated to devote hereunder to the Board as Consultant-Psychologist sees fit and to such persons, firms or organizations as Consultant-Psychologist deems advisable. Consultant-Psychologist shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Psychologist is not to be considered an agent or employee of the Board for any purpose and Consultant-Psychologist is not entitled to any benefits that the Board provides to employees. Consultant-Psychologist will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Psychologist, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Psychologist. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Psychologist has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Psychologist

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

**Ryan Michaud**  
**461 Fort Washington Ave., Apt. 32**  
**New York, NY 10033**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Ryan Michaud** Social Security No.           -9004 (hereinafter "**Consultant-Psychologist**").

**CONSULTANT-PSYCHOLOGIST SERVICES** Board engages the services of Consultant-Psychologist to provide special education instructional services to be performed by Consultant-Psychologist for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Psychologist agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Psychologist. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Psychologist will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Psychologist shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Psychologist represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Psychologist agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Psychologist in relation to the performance of this Agreement.

Consultant-Psychologist shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Psychologist shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Psychologist shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Psychologist shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Psychologist 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-Psychologist shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Psychologist shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Psychologist **daily** rate of **\$307.69**. The Consultant-Psychologist shall be required to work each day the private school is open. The Consultant-Psychologist shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Psychologist will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Psychologist is to be charged against federal or state funds, the Consultant-Psychologist will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Psychologist.

**SUPPLIES** Consultant-Psychologist will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Psychologist 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-Psychologist 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-Psychologist represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-

Psychologist represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Psychologist is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Psychologist, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Psychologist unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Psychologist at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Psychologist and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Psychologist in connection with the performance of Consultant-Psychologist's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Psychologist will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Psychologist.

**The parties agree that Consultant-Psychologist's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Psychologist.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Psychologist is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Psychologist shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Psychologist is not obligated to devote hereunder to the Board as Consultant-Psychologist sees fit and to such persons, firms or organizations as Consultant-Psychologist deems advisable. Consultant-Psychologist shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Psychologist is not to be considered an agent or employee of the Board for any purpose and Consultant-Psychologist is not entitled to any benefits that the Board provides to employees. Consultant-Psychologist will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Psychologist, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Psychologist. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Psychologist has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Psychologist

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

**Adina Moskowitz  
439 Walton Street  
West Hempstead, NY 11552**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Adina Moskowitz** Social Security No. **-9125** (hereinafter "**Consultant-Nurse**").

**CONSULTANT-NURSE SERVICES** Board engages the services of Consultant-Nurse to provide special education instructional services to be performed by Consultant-Nurse for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Nurse agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Nurse. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Nurse will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Nurse shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Nurse represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Nurse agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Nurse in relation to the performance of this Agreement.

Consultant-Nurse shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Nurse shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Nurse shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.



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

Consultant-Nurse shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Nurse 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-Nurse shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Nurse shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Nurse **daily** rate of **\$418.60**. The Consultant-Nurse shall be required to work each day the private school is open. The Consultant-Nurse shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Nurse will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Nurse is to be charged against federal or state funds, the Consultant-Nurse will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Nurse.

**SUPPLIES** Consultant-Nurse will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Nurse 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-Nurse 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-Nurse represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Nurse represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Nurse is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Nurse, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Nurse unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Nurse at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Nurse and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Nurse in connection with the performance of Consultant-Nurse's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Nurse will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Nurse.

**The parties agree that Consultant-Nurse's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Nurse.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Nurse is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Nurse shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Nurse is not obligated to devote hereunder to the Board as Consultant-Nurse sees fit and to such persons, firms or organizations as Consultant-Nurse deems advisable. Consultant-Nurse shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Nurse is not to be considered an agent or employee of the Board for any purpose and Consultant-Nurse is not entitled to any benefits that the Board provides to employees. Consultant-Nurse will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Nurse, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Nurse.

Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Nurse has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

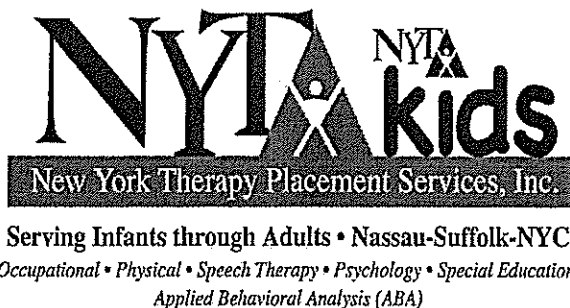
**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Nurse

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

Servicing Long Island  
5225 Nesconset Hwy  
Suite 30  
Port Jeff Station, NY 11776  
Telephone 631-473-4284  
Fax: 631-331-2204  
[www.nytps.com](http://www.nytps.com)



Telephone 516-753-6507  
212-752-1316  
Fax: 631-420-8636  
Email [therapy@nytps.com](mailto:therapy@nytps.com)

This agreement made between New York Therapy Placement Services, Inc., 5225 Nesconset Hwy., Ste. #30, Port Jefferson Sta., NY 11776, hereinafter referred to as the "Agency" and Lawrence Public Schools, 195 Broadway, Lawrence, NY 11559, hereinafter referred to as the "School". The terms of this agreement shall extend from July 1, 2014 to June 30, 2015.

**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:

<u>Elementary Service</u>	<u>30 Minute Individual</u>	<u>30 Minute Group (2 to 5 Students)*</u>	<u>Out of District 30 Min. Sessions</u>
Occupational Therapy	\$44.00 per session	\$60.00 per session	\$55 Ind/\$30 Grp Per Child
Physical Therapy	\$44.00 per session	\$60.00 per session	\$55 Ind/\$30 Grp Per Child
Speech Therapy	\$44.00 per session	\$60.00 per session	\$55 Ind/\$30 Grp Per Child
Resource Room (Special Education Teacher)	\$44.00 per session	\$60.00 per session	\$55 Ind/\$30 Grp Per Child
Parent Training	\$44.00 per session	////////////////////	////////////////////

<u>Middle School/HighSchool Service</u>	<u>30 Minute Individual</u>	<u>30 Minute Group (2 to 5 Students)*</u>	<u>Out of District 30 Min. Sessions</u>
Occupational Therapy	\$44.00 per session	\$60.00 per session	\$58 Ind/\$30 Grp Per Child
Physical Therapy	\$44.00 per session	\$60.00 per session	\$58 Ind/\$30 Grp Per Child
Speech Therapy	\$44.00 per session	\$60.00 per session	\$58 Ind/\$30 Grp Per Child
Resource Room (Special Education Teacher)	\$44.00 per session	\$60.00 per session	\$58 Ind/\$30 Grp Per Child
Parent Training	\$44.00 per session	////////////////////	////////////////////

Sessions in excess of 30 minutes will be prorated based on the 30 minute rate.

\* An interim group rate based on the individual rate will be used for those students lacking an appropriate group placement.

**Resource Room:**  
In district school \$44.00 per 30 minute session

Home instruction \$44.00 per 30 minute session  
\$88.00 per 60 minute session

**Parent Training:**

\$44.00 per 30 minute session

**Consultations:**

OT/PT/ST \$ 45.00 per ½ hour  
Sensory \$100.00 per hour

**Behavioral Services**

Teachers Assistant ABA homebased/extended day \$ 38.00 per hour  
Special Educator ABA consultation \$ 80.00 per hour  
Behavioral Consultation (BCBA) \$100.00 per hour  
Social Work Counseling \$ 50.00 per 30 minute session  
Psychological Counseling \$150.00 per 30 minute session

**Evaluations:**

Screenings \$ 50.00 per Screening  
OT/PT/SP Evaluation/Re-Evaluation \$ 165.00 per evaluation  
OT Evaluation with Sensory Profile \$ 210.00 per evaluation  
OT/PT/SP Bilingual Evaluation \$ 235.00 per evaluation  
Educational Evaluation \$ 180.00 per evaluation  
Bilingual Education Evaluation \$ 375.00 per evaluation  
Assistive Technology Evaluation \$ 950.00 per evaluation  
Psychological Evaluation \$ 600.00 per evaluation  
Bilingual Psychological Evaluation \$ 700.00 per evaluation  
Psychological/Education Evaluation \$ 800.00 per evaluation  
Bilingual Psychological/Education Evaluation \$ 900.00 per evaluation  
Assistive Technology Evaluation \$1,000.00 per evaluation  
Assistive Technology Consult/Training \$ 40.00 per 15 minute consult

**Attendance at CSE Meetings**

Prorated at the individual rate.

**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 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.
10. 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.

11. 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.
12. 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.
13. The parties hereto agree that this Agreement is effective for the 2014-2015 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, 2014.

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

\_\_\_\_\_  
**For the School**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Title**

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

\_\_\_\_\_  
**New York Therapy Placement Services, Inc.**  
**5225 Nesconset Highway, Suite 30**  
**Port Jefferson Sta., NY 11776**

**Debra Orner  
916 Crestview Avenue  
North Woodmere, NY 11581**

This agreement is entered into this First day of July 2014 by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor Debra Orner Social Security No. -8336 (hereinafter "**Consultant-Nurse**").

**CONSTULTANT-NURSE SERVICES** Board engages the services of Consultant-Nurse to provide special education instructional services to be performed by Consultant-Nurse for the term set forth below.

**TERM** The term of this Agreement shall commence on September 2, 2014 and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until June 30, 2015, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Nurse agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Nurse. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Nurse will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Nurse shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Nurse represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Nurse agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Nurse in relation to the performance of this Agreement.

Consultant-Nurse shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Nurse shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Nurse shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.



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

Consultant-Nurse shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Nurse 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-Nurse shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Nurse shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Nurse **daily** rate of **\$360.47**. The Consultant-Nurse shall be required to work each day the private school is open. The Consultant-Nurse shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Nurse will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Nurse is to be charged against federal or state funds, the Consultant-Nurse will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Nurse.

**SUPPLIES** Consultant-Nurse will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Nurse 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-Nurse 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-Nurse represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Nurse represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Nurse is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Nurse, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Nurse unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Nurse at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Nurse and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Nurse in connection with the performance of Consultant-Nurse's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Nurse will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Nurse.

**The parties agree that Consultant-Nurse's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Nurse.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Nurse is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Nurse shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Nurse is not obligated to devote hereunder to the Board as Consultant-Nurse sees fit and to such persons, firms or organizations as Consultant-Nurse deems advisable. Consultant-Nurse shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Nurse is not to be considered an agent or employee of the Board for any purpose and Consultant-Nurse is not entitled to any benefits that the Board provides to employees. Consultant-Nurse will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Nurse, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Nurse.

Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Nurse has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Nurse

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT

**AGREEMENT** made the first day of September 2013, between QSAC, Inc. (the Approved Special Education Provider, the "ASEP") and the Lawrence Public Schools (the Local Education Agency, the "LEA"). The term of this Agreement shall be for the grant year 2013-2014.

**FIRST:** New York State has adopted legislation (the "Flow-Through Law") amending the manner in which Federal IDEA flow-through funds ("Part B Funds") are allocated to providers of services to students with disabilities. Pursuant to the Flow-Through Law, the LEA will now sub-allocate Part B Funds received from New York State to the ASEP, as provided for the Sections 611 and 619 of the IDEA.

**SECOND:** In order to receive payment for the services rendered under this Agreement, the ASEP must complete all required forms in a timely manner, including, but not limited to, the SEDCAR-1 form (annexed hereto as Exhibit 1). The ASEP shall receive payment from the LEA on a per student basis, based upon the total number of students so indicated in the SEDCAR-1 and subject to written verification. Payment to the ASEP by the LEA is subject to the receipt of Federal funds sufficient for such purpose by the LEA.

**THIRD:** Within thirty (30) days of receipt of funds from the State Education Department, or upon receipt of all appropriate documentation, whichever occurs later, the LEA shall process the initial payment to the ASEP.

**FOURTH:** The ASEP shall obtain whatever releases or other legal documents are necessary in order that the ASEP may render full and complete reports concerning the education and progress of any child covered by the terms of this Agreement. The ASEP will maintain yearly school progress reports and lack of attendance notification to be submitted to the Board for each child covered by the terms of this Agreement. In addition, the ASEP will participate and cooperate, as needed, with the CPSE or CSE of the District, as well as in any impartial hearings and mediation affecting any child covered by the terms of this Agreement.

**FIFTH:** The ASEP shall provide and submit to the LEA, in a timely fashion, all expenditure and related reports or documents necessary for the sub-allocation of Part B Funds. The LEA shall be entitled to examine all accounts and records kept by the ASEP in connection with the Agreement.

**SIXTH:** The ASEP hereby represents that it is fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State laws and regulations.

**SEVENTH:** The ASEP warrants that all instruction and facilities provided for any handicapped child covered by this Agreement will be appropriate to the mental attainments and physical conditions of each child, and in accordance with the provisions relating to eligibility of schools contained in the Regulations of the Commissioner of Education.

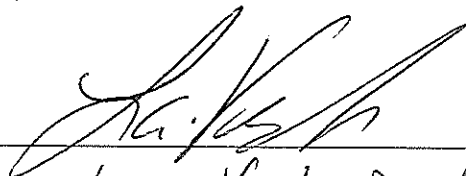
**EIGHT:** All employees of the ASEP shall be deemed employees of the ASEP for all purposes and the ASEP alone shall be responsible for their work, personal conduct, direction and compensation. The LEA shall not be liable for any acts or omissions committed by the ASEP's employees or agents or for any liability claims and demands made upon the ASEP arising out of the performance of the ASEP's duties hereunder. The SSEP shall defend, indemnify and hold harmless the LEA, its agents, members, representatives and employees from all such claims. The ASEP shall provide the LEA with a certificate of liability insurance with coverage of not less than one million dollars per occurrence and three million dollars in the aggregate.

611 Grant	\$ 1,212.
619 Grant	406.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT.

ASEP: QSAC, Inc.

By: \_\_\_\_\_



*Lisa A. Veglia - Deputy Executive Director*

Lawrence Public Schools  
Board of Education

By: \_\_\_\_\_

President



# Reach for the Stars Tutoring, Inc.

*"If you can imagine it, we can help you achieve it!"*

THIS SERVICE AGREEMENT dated this 23<sup>rd</sup> day of June, 2014

**BETWEEN:**

Lawrence School District  
2 Reilly Road  
Cedarhurst, NY 11516  
(the "School District")

- AND -

Reach for the Stars Tutoring, Inc. of  
12 Winside Lane  
Coram, New York 11727  
(the "Service Provider")

## SERVICE AGREEMENT

**BACKGROUND:**

1. The School District is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the School District.
2. The Service Provider is agreeable to providing such services to the School District, on the terms and conditions as set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Engagement and Scope of Services**

1. Service Provider shall provide summer school courses in accordance with the New York State Education regulations, using only teachers certified by the New York State Education Department. For full summer school courses, the program shall consist of twenty-four (24), two-hour sessions of instruction for each course (total of 48 hours of instruction) and two Regents exam test dates. For Regents review only courses, the program shall consist of twelve (12), two-hour sessions of instruction for each course (total of 24 hours of instruction) and two Regents exam test dates.



# Reach for the Stars Tutoring, Inc.

*"If you can imagine it, we can help you achieve it!"*

## Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until August 31, 2014.

## Performance

3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## Compensation and Payment Schedule

4. In full consideration for the services to be rendered by the Service Provider to the School District for the term of this Agreement, the School District agrees to pay the Service Provider **\$1500 for each forty-eight hour course and \$750 for each twenty-four hour course**. The Service Provider will submit an invoice for services rendered by August 31, 2013 and payment to the Service Provider shall be made within thirty days from receipt of invoice from the Service Provider. The invoice shall include time sheets and attendance, types of services rendered and fee payable and shall identify the names of the students who received services.

**PLEASE NOTE: There will be NO partial payments accepted.** The Service Provider is *offering* forty-eight hours of instruction for full summer courses and twenty-four hours of instruction for Regents review courses. Should a student exceed the allowed number of absences and/or fail to complete the course, the School District agrees to pay the Service Provider in full for the course in which the student was enrolled.

## Attendance

5. No course credit will be given if a student has more than 2 absences. Lateness up to 15 minutes, counts as a ½ absence. Lateness of more than 15 minutes, counts as a full absence.

## Modification of Agreement

6. This Agreement may only be altered, amended, or modified by written assignments signed by all the parties hereto.



# Reach for the Stars Tutoring, Inc.

*"If you can imagine it, we can help you achieve it!"*

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

REACH FOR THE STARS TUTORING, INC.

By \_\_\_\_\_  
MELANIE J. RASMUSSEN, President

LAWRENCE SCHOOL DISTRICT

By \_\_\_\_\_ (signature)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (title)



**Barbara Rozanski  
975 East End  
Woodmere, NY 11598**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Barbara Rozanski** Social Security No **.2671** (hereinafter "**Consultant-Nurse**").

**CONSTULTANT-NURSE SERVICES** Board engages the services of Consultant-Nurse to provide special education instructional services to be performed by Consultant-Nurse for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Nurse agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Nurse. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Nurse will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Nurse shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Nurse represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Nurse agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Nurse in relation to the performance of this Agreement.

Consultant-Nurse shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Nurse shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Nurse shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Nurse shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Nurse 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-Nurse shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Nurse shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Nurse **daily** rate of **\$665.38**. The Consultant-Nurse shall be required to work each day the private school is open. The Consultant-Nurse shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Nurse will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Nurse is to be charged against federal or state funds, the Consultant-Nurse will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Nurse.

**SUPPLIES** Consultant-Nurse will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Nurse 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-Nurse 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-Nurse represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Nurse represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Nurse is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Nurse, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Nurse unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Nurse at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Nurse and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Nurse in connection with the performance of Consultant-Nurse's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Nurse will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Nurse.

**The parties agree that Consultant-Nurse's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Nurse.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Nurse is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Nurse shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Nurse is not obligated to devote hereunder to the Board as Consultant-Nurse sees fit and to such persons, firms or organizations as Consultant-Nurse deems advisable. Consultant-Nurse 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-Nurse is not to be considered an agent or employee of the Board for any purpose and Consultant-Nurse is not entitled to any benefits that the Board provides to employees. Consultant-Nurse will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Nurse, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Nurse.

Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Nurse has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Nurse

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

**Ariella Sinnreich  
28-38 Westbourne Avenue  
Far Rockaway, NY 11691**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Ariella Sinnreich** Social Security No.           3474 (hereinafter "**Consultant-Psychologist**").

**CONSULTANT-PSYCHOLOGIST SERVICES** Board engages the services of Consultant-Psychologist to provide special education instructional services to be performed by Consultant-Psychologist for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Psychologist agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Psychologist. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Psychologist will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Psychologist shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Psychologist represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Psychologist agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Psychologist in relation to the performance of this Agreement.

Consultant-Psychologist shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Psychologist shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Psychologist shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Psychologist shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Psychologist 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-Psychologist shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Psychologist shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Psychologist **daily** rate of **\$307.69**. The Consultant-Psychologist shall be required to work each day the private school is open. The Consultant-Psychologist shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Psychologist will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Psychologist is to be charged against federal or state funds, the Consultant-Psychologist will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Psychologist.

**SUPPLIES** Consultant-Psychologist will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Psychologist 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-Psychologist 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-Psychologist represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-

Psychologist represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Psychologist is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Psychologist, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Psychologist unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Psychologist at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Psychologist and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Psychologist in connection with the performance of Consultant-Psychologist's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Psychologist will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Psychologist.

**The parties agree that Consultant-Psychologist's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Psychologist.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Psychologist is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Psychologist shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Psychologist is not obligated to devote hereunder to the Board as Consultant-Psychologist sees fit and to such persons, firms or organizations as Consultant-Psychologist deems advisable. Consultant-Psychologist shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Psychologist is not to be considered an agent or employee of the Board for any purpose and Consultant-Psychologist is not entitled to any benefits that the Board provides to employees. Consultant-Psychologist will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Psychologist, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Psychologist. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Psychologist has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Psychologist

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President



**Susan Sperber  
748 Longacre Ave  
Woodmere, NY 11598**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Susan Sperber** Social Security No. \_\_\_\_\_, **1645** (hereinafter "**Consultant-Nurse**").

**CONSTULTANT-NURSE SERVICES** Board engages the services of Consultant-Nurse to provide special education instructional services to be performed by Consultant-Nurse for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Nurse agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Nurse. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Nurse will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Nurse shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Nurse represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Nurse agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Nurse in relation to the performance of this Agreement.

Consultant-Nurse shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Nurse shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Nurse shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Nurse shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Nurse 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-Nurse shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Nurse shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Nurse **daily** rate of **\$480.11**. The Consultant-Nurse shall be required to work each day the private school is open. The Consultant-Nurse shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Nurse will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Nurse is to be charged against federal or state funds, the Consultant-Nurse will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Nurse.

**SUPPLIES** Consultant-Nurse will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Nurse 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-Nurse 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-Nurse represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Nurse represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Nurse is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Nurse, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Nurse unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Nurse at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Nurse and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Nurse in connection with the performance of Consultant-Nurse's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Nurse will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Nurse.

**The parties agree that Consultant-Nurse's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Nurse.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Nurse is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Nurse shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Nurse is not obligated to devote hereunder to the Board as Consultant-Nurse sees fit and to such persons, firms or organizations as Consultant-Nurse deems advisable. Consultant-Nurse shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Nurse is not to be considered an agent or employee of the Board for any purpose and Consultant-Nurse is not entitled to any benefits that the Board provides to employees. Consultant-Nurse will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Nurse, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Nurse.

Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Nurse has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Nurse

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

**Leora Tanzman**  
**144-22 69<sup>th</sup> Road**  
**Flushing, NY 11367**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Leora Tanzman** Social Security No.           4432 (hereinafter "**Consultant-Psychologist**").

**CONSULTANT-PSYCHOLOGIST SERVICES** Board engages the services of Consultant-Psychologist to provide special education instructional services to be performed by Consultant-Psychologist for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Psychologist agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Psychologist. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Psychologist will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Psychologist shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Psychologist represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Psychologist agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Psychologist in relation to the performance of this Agreement.

Consultant-Psychologist shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Psychologist shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Psychologist shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Psychologist shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Psychologist 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-Psychologist shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Psychologist shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Psychologist **daily** rate of **\$307.69**. The Consultant-Psychologist shall be required to work each day the private school is open. The Consultant-Psychologist shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Psychologist will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Psychologist is to be charged against federal or state funds, the Consultant-Psychologist will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Psychologist.

**SUPPLIES** Consultant-Psychologist will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Psychologist 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-Psychologist 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-Psychologist represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-

Psychologist represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Psychologist is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Psychologist, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Psychologist unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Psychologist at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Psychologist and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Psychologist in connection with the performance of Consultant-Psychologist's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Psychologist will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Psychologist.

**The parties agree that Consultant-Psychologist's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Psychologist.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Psychologist is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Psychologist shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Psychologist is not obligated to devote hereunder to the Board as Consultant-Psychologist sees fit and to such persons, firms or organizations as Consultant-Psychologist deems advisable. Consultant-Psychologist shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Psychologist is not to be considered an agent or employee of the Board for any purpose and Consultant-Psychologist is not entitled to any benefits that the Board provides to employees. Consultant-Psychologist will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Psychologist, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Psychologist. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Psychologist has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Psychologist

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President



**Naomi Wargon**  
**72-04 150<sup>th</sup> Street**  
**Flushing, NY 11367**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Naomi Wargon** Social Security No. 4764 (hereinafter "**Consultant-Psychologist**").

**CONSULTANT-PSYCHOLOGIST SERVICES** Board engages the services of Consultant-Psychologist to provide special education instructional services to be performed by Consultant-Psychologist for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Psychologist agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Psychologist. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Psychologist will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Psychologist shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Psychologist represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Psychologist agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Psychologist in relation to the performance of this Agreement.

Consultant-Psychologist shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

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**PLACE OF EMPLOYMENT** It is understood and agreed that the Consultant-Psychologist shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Psychologist shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Psychologist **daily** rate of **\$307.69**. The Consultant-Psychologist shall be required to work each day the private school is open. The Consultant-Psychologist shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Psychologist will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Psychologist is to be charged against federal or state funds, the Consultant-Psychologist will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Psychologist.

**SUPPLIES** Consultant-Psychologist will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Psychologist 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-Psychologist 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-Psychologist represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-

Psychologist represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Psychologist is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Psychologist, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Psychologist unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Psychologist at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Psychologist and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Psychologist in connection with the performance of Consultant-Psychologist's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Psychologist will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Psychologist.

**The parties agree that Consultant-Psychologist's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Psychologist.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Psychologist is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Psychologist shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Psychologist is not obligated to devote hereunder to the Board as Consultant-Psychologist sees fit and to such persons, firms or organizations as Consultant-Psychologist deems advisable. Consultant-Psychologist shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Psychologist is not to be considered an agent or employee of the Board for any purpose and Consultant-Psychologist is not entitled to any benefits that the Board provides to employees. Consultant-Psychologist will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Psychologist, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Psychologist. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Psychologist has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Psychologist

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

**Hannah Weiss  
1045 Stanton Avenue  
Woodmere, NY 11598**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Hannah Weiss** Social Security No. 8765 (hereinafter "**Consultant-Nurse**").

**CONSULTANT-NURSE SERVICES** Board engages the services of Consultant-Nurse to provide special education instructional services to be performed by Consultant-Nurse for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Nurse agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Nurse. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Nurse will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Nurse shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Nurse represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Nurse agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Nurse in relation to the performance of this Agreement.

Consultant-Nurse shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Nurse shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Nurse shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Nurse shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Nurse 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-Nurse shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Nurse shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Nurse **daily** rate of **\$470.08**. The Consultant-Nurse shall be required to work each day the private school is open. The Consultant-Nurse shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Nurse will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Nurse is to be charged against federal or state funds, the Consultant-Nurse will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Nurse.

**SUPPLIES** Consultant-Nurse will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Nurse 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-Nurse 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-Nurse represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Nurse represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Nurse is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Nurse, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Nurse unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Nurse at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Nurse and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Nurse in connection with the performance of Consultant-Nurse's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Nurse will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Nurse.

**The parties agree that Consultant-Nurse's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Nurse.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Nurse is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Nurse shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Nurse is not obligated to devote hereunder to the Board as Consultant-Nurse sees fit and to such persons, firms or organizations as Consultant-Nurse deems advisable. Consultant-Nurse shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Nurse is not to be considered an agent or employee of the Board for any purpose and Consultant-Nurse is not entitled to any benefits that the Board provides to employees. Consultant-Nurse will be solely and entirely responsible for her acts during the performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Nurse, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Nurse.

Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Nurse has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Nurse

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President



**Meredith Zyllerberg**  
**2920 Marlborough Road**  
**Oceanside, NY 11572**

This agreement is entered into this **First day of July 2014** by and between the Board of Education of Lawrence Union Free School District Board of Education, with administration offices at 195 Broadway, Lawrence, NY 11559 (hereinafter "**Board**") and Independent Contractor **Meredith Zyllerberg** Social Security No. \_\_\_\_\_ **5667** (hereinafter "**Consultant-Social Worker**").

**CONSULTANT-SOCIAL WORKER SERVICES** Board engages the services of Consultant-Social Worker to provide special education instructional services to be performed by Consultant-Social Worker for the term set forth below.

**TERM** The term of this Agreement shall commence on **September 2, 2014** and shall continue thereafter on a day-to-day basis until such time as either or both parties act to terminate the Agreement pursuant to the terms hereinafter set forth or until **June 30, 2015**, whichever is sooner. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party of the decision to terminate this Agreement, The Consultant-Social Worker agrees to send such notice to the Board of Education at 195 Broadway, Lawrence, NY 11559. The Board of Education agrees to send such notice to the Consultant-Social Worker. **All notices pursuant to this paragraph shall be by certified mail, return receipt requested.**

Consultant-Social Worker will be engaged as an independent contractor and be solely responsible for the payment of all federal and state income taxes applicable to this Agreement and will receive a 1099 from the District.

Consultant-Social Worker shall not be eligible for any employee benefit whatsoever relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement, health or dental insurance or malpractice insurance or the like.

Consultant-Social Worker represents that he/she is qualified to provide the service as indicated above and will not substitute any other person.

Consultant-Social Worker agrees to defend, indemnify and hold harmless the District, its officers, directors, agents or employees against all claims, cost, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error of negligence of the Consultant-Social Worker in relation to the performance of this Agreement.

Consultant-Social Worker shall perform all services under this Agreement in accordance with all applicable Federal, State and Local laws, rules and regulations, as well as any policy guidance from the New York State Education Department.

Consultant-Social Worker shall provide conscientious, competent and diligent services throughout the term of this Agreement.

Consultant-Social Worker shall provide services and maintain and submit adequate and specific time records demonstrating hours worked and services provided prior to payment for services.

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

Consultant-Social Worker shall perform background checks and fingerprinting and comply with all provisions of the Safe Schools Against Violence Act, "SAVE". Consultant-Social Worker 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-Social Worker shall perform her services at such places as the Board shall designate.

**TIME REQUIREMENTS** The Consultant-Social Worker shall follow the private school calendar of the school to which she/he is assigned.

**COMPENSATION** Effective **September 2, 2014** and continuing throughout the period of this Agreement, the Board agrees to pay the Consultant-Social Worker **daily** rate of **\$307.69**. The Consultant-Social Worker shall be required to work each day the private school is open. The Consultant-Social Worker shall not receive the daily rate of pay for any absences.

**PAYMENT SCHEDULE** The Consultant-Social Worker will submit claim forms to the project coordinator on a **monthly (submitted by the 10<sup>th</sup> day of the following month)** basis to be countersigned by the District designee. The monthly payment will not exceed the total contract price for the services rendered; payment shall be made by Lawrence within 60 days of approval of each claim form.

If payment to the Consultant-Social Worker is to be charged against federal or state funds, the Consultant-Social Worker will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.

Upon verification and approval for payment of each such invoice by the Coordinator, the Coordinator will authorize the Board's Business Office to pay Consultant-Social Worker.

**SUPPLIES** Consultant-Social Worker will provide his/her own equipment, will assume full responsibility for the operation of such equipment and in addition to any other "hold harmless" provision contained in this Agreement, will hold the District harmless and safe from any liability that may arise from the use of such equipment.

**CERTIFICATION AND LICENSURE** Consultant-Social Worker 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-Social Worker 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-Social Worker represents that she is of good character, and is in good professional standing, and she possesses current and valid licenses necessary to perform the services under this Agreement. Consultant-Social Worker represents that she has not in the past been charged with any criminal or professional misconduct or incompetence.

In the event that the certification of Consultant-Social Worker is revoked, terminated, suspended or otherwise questioned, or if any litigation becomes pending against Consultant-Social Worker, she shall immediately notify the District. The District, at its sole discretion, may terminate the Agreement in the event that the District finds the Consultant-Social Worker unsuitable based on the aforementioned circumstances.

**INSURANCE** Consultant-Social Worker at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Consultant-Social Worker and the District and the Board of Education as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by Consultant-Social Worker in connection with the performance of Consultant-Social Worker's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State insurer with a minimum Bests rating of A-minus. There should be a thirty (30) day written notice to the District in the event of cancellation or non-renewal. Upon the execution of this Agreement, the Consultant-Social Worker will provide the District with a copy of said policies and a Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

**TERMINATION OF AGREEMENT** In addition to the provision in the section of this Agreement captioned **TERM**, this Agreement may also be terminated upon thirty (30) days prior written notice of the Board and Consultant-Social Worker.

**The parties agree that Consultant-Social Worker's failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract and will provide the basis for the District to immediately terminate this Agreement without any further liability to Consultant-Social Worker.**

**RELATIONSHIP BETWEEN PARTIES** Consultant-Social Worker is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of her engagement and service hereunder, be that of an independent contractor, and Consultant-Social Worker shall be free to dispose of such portion of her entire time, energy and skill as Consultant-Social Worker is not obligated to devote hereunder to the Board as Consultant-Social Worker sees fit and to such persons, firms or organizations as Consultant-Social Worker deems advisable. Consultant-Social Worker shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance of unemployment insurance or similar benefits as provided for regular employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his 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-Social Worker is not to be considered an agent or employee of the Board for any purpose and Consultant-Social Worker is not entitled to any benefits that the Board provides to employees. Consultant-Social Worker will be solely and entirely responsible for her acts during the

performance of this Agreement. The work and services provided for herein shall be performed by Consultant-Social Worker, and no other person shall be engaged upon such work or services.

**ENTIRE AGREEMENT** This Agreement incorporates the full and complete understandings of the parties and includes all of the terms and conditions agreed to by them regarding the employment of Consultant-Social Worker. Any oral promises or representations which might have been made by either party to the other which are not included in this Agreement, shall be considered to have no force or effect.

This Agreement is not assignable or transferable.

This Agreement may not be changed orally; all changes must be in writing and signed by an authorized representative of both parties.

**CONSTRUCTION** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

**SAVINGS CLAUSE** If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

**WHEREAS**, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

**WHEREAS**, Consultant-Social Worker has approved the terms and conditions of this Agreement,

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

**LAWRENCE UNION FREE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Consultant-Social Worker

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President

Lawrence Union Free School District  
Board of Education

Proposed Gift/Donation to Lawrence Public Schools

Name of Donor(s)/Organization: Debbie Regan Locations, Ltd

Address: PO Box 253, Old Westbury, NY 11568

Type of Gift (Please check)

Cash  Equipment  Real Estate  Other

Description of Gift: \$2500 check

To be gifted/donated to: (please specify: school, program, etc.)  
Music and athletics

Approximate Value: \$ 2500

Debbie Regan  
Signature of Donor

Debbie Regan Locations, Ltd 6/20/14  
Name (Please Print) Date

Signature of Principal/Administrator

Principal/Administrator Printed Name Date

Accepted and acknowledged at \_\_\_\_\_ Board of Education meeting

District Clerk Date

Enclosure  
IX.A.2  
7/3/14

**SCHEDULE OF RETIREMENTS**

**CIVIL SERVICE**

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE DATE</u>
Recine, Margaret	School Monitor	6/30/14

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

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

Enclosure  
IX.B.1  
7/03/2014

LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF RESIGNATIONS  
PROFESSIONAL STAFF

<u>NAME</u>	<u>POSITION</u>	<u>DATE EFFECTIVE</u>	<u>DATE SUBMITTED</u>
Woodside, Angela	HS English Teacher	8/31/2014	6/20/2014

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

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

Enclosure  
i X.C.1a  
7/03/2014

LAWRENCE PUBLIC SCHOOLS  
TERMINATIONS OF PROFESSIONAL STAFF BY  
REASON OF ABOLITION OF POSITIONS

<u>NAME</u> <u>DATE</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Jones, Matthew	Elementary Teacher	8/31/2014
Limoncelli, John	Foreign Language Teacher	8/31/2014
Perone, Marie	Elementary Teacher	8/31/2014

DATE: \_\_\_\_\_ DISTRICT CLERK \_\_\_\_\_



Enclosure  
IX.C.2a  
7/03/2014

ABOLITION OF POSITIONS IN TENURE

C.1.a BE IT RESOLVED, that the following positions in the tenure areas indicated are hereby abolished:

<u>NO. OF POSITIONS</u>	<u>TENURE AREA</u>
1	Foreign Language
2	Elementary

DATE: \_\_\_\_\_ DISTRICT CLERK \_\_\_\_\_

ENCLOSURE  
1X.C.4.b  
7/3/14

LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF TERMINATIONS  
CIVIL SERVICE

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE DATE</u>
Cuttitta, Lorena	Typist-Clerk Bi-Lingual	6/30/14

SCHEDULE APPROVED:

DATE \_\_\_\_\_

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

Enclosure  
| X.D.2  
7/3/14

SCHEDULE OF LEAVES OF ABSENCE  
CIVIL SERVICE

<u>NAME</u>	<u>POSITION</u>	<u>TYPE OF LEAVE</u>	<u>EFFECTIVE</u>
Petrauskas, Joseph	Head Custodian II	Leave Without Pay	7/2/14

Date \_\_\_\_\_ Signature \_\_\_\_\_

Enclosure  
| X.E.  
7/03/2014

LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF TENURE APPOINTMENTS

<u>NAME</u>	<u>SCHOOL</u>	<u>TENURE AREA</u>	<u>EFFECTIVE DATE</u>
Moss, William K.	HS	Chairperson Math/Science	8/01/2014
O'Brien, Margie	HS	Chairperson ELA	8/15/2014
Wolin, Lee	HS	Technology Education	9/01/2014

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

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

Enclosure  
|X.F.1  
7/03/2014

LAWRENCE PUBLIC SCHOOLS  
SCHEDULE OF PROFESSIONAL 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>
Agtuca, Alia N.	Music Teacher	Probationary	9/02/2014	9/02/2017	Initial	\$51,432 (Step 1 Bachelors of the 2014/15 LTA Salary Schedule)
Villegas, Brian	Music Teacher	Probationary	9/02/2014	9/02/2017	Initial	\$51,432 (Step 1 Bachelors of the 2014/15 LTA Salary Schedule)

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

DATE \_\_\_\_\_

Enclosure  
|X.F.1  
7/03/2014

LAWRENCE PUBLIC SCHOOLS  
APPROVED CERTIFICATED SUBSTITUTES

SUBSTITUTE:

NAME

CERTIFICATION

Bershad, Michelle

Early Childhood Education  
Birth – Grade 2

Cohan, Delorie

Music 7-12

UNCERTIFIED SUBSTITUTES:

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

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

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

District Clerk

**LAWRENCE PUBLIC SCHOOLS**

**SCHEDULE OF CIVIL SERVICE APPOINTMENTS**

NAME	ASSIGNMENT	TYPE OF APPOINTMENT	EFFECTIVE DATE FROM	TO	SALARY STEP	SALARY
Cammarata, Craig	Maint.Supv.I	probationary	pending civil service approval		6	\$83,663
Chandler, Carolyn	Bus Attendant	part-time	7/7/14		1	\$11.81 pr.hr.
Cunningham, Shirley	Bus Attendant	part-time	7/7/14		1	\$11.81 pr.hr.
Petrauskas, Joseph	NYS Director of Facilities III	provisional	7/2/14			\$121,000
Pugliese, Lena	School Monitor	part-time	9/1/14		1	\$13.84 pr.hr.
Sondhi, Gagandeep	Account Clerk	probationary	7/28/14		1	\$36,922

APPROVED: DATE \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
DISTRICT CLERK

Enclosure  
 1 X.F.2  
 7/3/14

ENCLOSURE  
K.F.2.c  
7/3/14

CIVIL SERVICE  
APPROVED SUBSTITUTES

**SCHOOL MONITORS**

**Carolyn Chandler**

**Shirley Cunningham**

**Quanita Grant**

**TEACHER AIDES**

**Julia Banner**

**CLEANERS**

**Joseph Napolitano**

**Michael Petrauskas**

**DATE** \_\_\_\_\_

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



**LAWRENCE PUBLIC SCHOOLS**  
**SCHEDULE OF SUMMER SCHOOL APPOINTMENTS**  
**CIVIL SERVICE STAFF**

<b>NAME</b>	<b>PROGRAM</b>	<b>ASSIGNMENT</b>	<b>TYPE OF APPOINTMENT</b>	<b>SALARY</b>
Brooks, Susan	Summer Schl. Nurse	High School	Temporary	\$47.86 pr.hr.
Vaughn, Kathy	Summer Schl. Nurse	Middle School	Temporary	\$47.86 pr.hr.
Doll, Anthony	Student Worker Seasonal	#5 School	Temporary	\$8.00 pr.hr.
Fredericks, Jordan	Student Worker Seasonal	High School	Temporary	\$8.00 pr.hr.
Mafra, John	Student Worker Seasonal	#4 School	Temporary	\$8.00 pr.hr.
Manara, Frank	Student Worker Seasonal	High School	Temporary	\$8.00 pr.hr.
Mavruk, Melik	Student Worker Seasonal	High School	Temporary	\$8.00 pr.hr.
McDuffie, Linwel	Student Worker Seasonal	#2 School	Temporary	\$8.00 pr.hr.
McHale, Robert	Student Worker Seasonal	Middle School	Temporary	\$8.00 pr.hr.
Morales, Brandon	Student Worker Seasonal	#2 School	Temporary	\$8.00 pr.hr.
Nardi, Joseph	Student Worker Seasonal	High School	Temporary	\$8.00 pr.hr.
Saint-Furey, Marcus	Student Worker Seasonal	#2 School	Temporary	\$8.00 pr.hr.
Singh, Kyle	Student Worker Seasonal	Middle School	Temporary	\$8.00 pr.hr.
Smith, Daveed	Student Worker Seasonal	#4 School	Temporary	\$8.00 pr.hr.
Spinelli, Michael	Student Worker Seasonal	High School	Temporary	\$8.00 pr.hr.
Stephens, Ishmael	Student Worker Seasonal	High School	Temporary	\$8.00 pr.hr.
Tarrant, Brandon	Student Worker Seasonal	#5 School	Temporary	\$8.00 pr.hr.

APPROVED: DATE \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
DISTRICT CLERK

Enclosure  
IX, G. 2.4  
7/3/14

**LAWRENCE PUBLIC SCHOOLS**  
**SCHEDULE OF SUMMER SCHOOL APPOINTMENTS**  
**CIVIL SERVICE STAFF**

<b>NAME</b>	<b>PROGRAM</b>	<b>ASSIGNMENT</b>	<b>TYPE OF APPOINTMENT</b>	<b>SALARY</b>
Belizaire, Roselene	Bus Attendant	Center for Dev. Dis.	Temporary	\$9.94
Borchert, Deborah	Bus Attendant	Brookville Center	Temporary	\$9.94
Brassell, Gail	Bus Attendant	BOCES Seaman Neck	Temporary	\$9.94
Grant, Quanita	Bus Attendant	#5 School	Temporary	\$9.94
Hines, Elsa	Bus Attendant	Martin De Porres	Temporary	\$9.94
McNeil, Joyce	Bus Attendant	CCA Net Program	Temporary	\$9.94
Piazza, Anna	Bus Attendant	Jerusalem Ave. Schl.	Temporary	\$9.94
Pugliese, Barbara	Bus Attendant	QSAC	Temporary	\$9.94
Sarro, Dawn	Bus Attendant	Rosemary Kennedy	Temporary	\$9.94
Simmons, Patricia	Bus Attendant	BOCES Carmen Rd.	Temporary	\$9.94
Tavella, Marina	Bus Attendant	Childrens Readiness Ctr.	Temporary	\$9.94
Wentworth, Valencia	Bus Attendant	Rosemary Kennedy	Temporary	\$9.94

APPROVED: DATE \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
DISTRICT CLERK