

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

Regular Meeting
Lawrence Middle School Cafeteria
April 16, 2018, 8:00 PM

AGENDA

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

II. REPORTS/PRESENTATIONS

- A. 2018-2019 Proposed Budget Presentation
- B. Wellness Policy 5405 First Review ([Enclosure](#))

III. BUSINESS/FINANCE ([Enclosures](#))

- A. Treasurer's Report (None)
- B. Encumbrances (Over \$50,000)
 - 1. Elite Construction, \$114,000, construction management services
 - 2. Health Source Group, increase Purchase Order to \$375,000, nursing services, 2017-2018
 - 3. Hi-Lume Corporation, \$225,278, High School auditorium replacement
 - 4. More Consulting Corp., \$215,000, Middle School roof gutters and fascia
 - 5. Sheri Zimmerman, \$72,000, occupational therapist, 2017-2018 school year

C. Bids

Vendor	Purpose	Amount	Recommendation
Hi-Lume Corporation	Suspended Ceiling and Acoustical Tile Installation	Various	Approve

D. Budget Transfers (Over \$25,000) (None)

E. Contracts

- 1. Business Contracts
 - a. Elite Construction, construction management services, \$19,000 per month, 02/2018 until project completion
 - b. Freeport UFSD, Health & Welfare, 2017-2018 school year
 - c. Hempstead UFSD, Health & Welfare, 2017-2018 school year
 - d. Textbook Central, Agreement for NPS Centralized Textbook Distribution Services, 2018-2019 school year
 - e. The Substitute Service, LLC, 2018-2019 school year
 - f. Uniondale UFSD, Health & Welfare, 2017-2018 school year
- 2. Curriculum/PPS Contracts
 - a. HASC, related services, summer 2018
 - b. MKSA, related services 2018-2019 school year
 - c. Nassau BOCES Regional Summer School Program, summer 2018
 - d. Nassau BOCES, In-district Barry Tech CTE Program, 2018-2019 school year
 - e. Dr. Andrew Singer, psychological evaluations, 2017-2018 school year

IV. PERSONNEL ITEMS

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

V. ADMINISTRATIVE ITEMS

- A. Adoption of 2018-2019 School Budget

BE IT RESOLVED, that the Board of Education of the Lawrence Union Free School District, Town of Hempstead hereby moves to adopt the 2018-2019 School Budget in the amount of One Hundred Two Million Four Hundred Forty Nine Thousand Two Hundred Eighty One Dollars (\$102,449,281) to be presented to the voters at the May 15, 2018 Annual Meeting.

- B. Adoption of Property Tax Report Card ([Enclosure](#))

BE IT RESOLVED, that the Board of Education of the Lawrence Union Free School District, Town of Hempstead hereby approves the 2018-2019 State Education Department Property Tax Report Card as required by the State Education Department. The Board further directs the District Clerk to forward such Property Tax Report Card to the State Education Department and the local newspapers immediately.

- C. 2018-2019 Holiday Calendar ([Enclosure](#))

- D. Director of Facilities Salary Increases ([Enclosure](#))

BE IT RESOLVED, that the Board of Education hereby moves to approve the terms and conditions of the Second Amended Employment Agreement by and between the Lawrence Union Free School District and Craig Cammarata, dated April 16, 2018.

E. JUUL Agreement

BE IT RESOLVED, upon the recommendation of the Superintendent, that: Employee XX351's request for an extension of probationary period is hereby approved upon the terms and conditions set forth in the April 12, 2018 letter, without prejudice to the right of the Board of Education, in its sole discretion, upon recommendation of the Superintendent of Schools, to either grant or refuse tenure on or before April 12, 2019.

F. Construction Management Services RFP Appointment

Construction Management Services proposals were received in the Business Office on January 19, 2018 in response to an 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 Elite Construction of New York as the Construction Manager for the Lawrence Public Schools.

VI. INFORMATIONAL ITEMS (Enclosures)

- A. Warrant # 17, 18 & 19
- B. Budget Summary by Function –February 2018
- C. Revenue Status Report –February 2018
- D. Extra Classroom Activity Funds
 - 1. High School – February 2018
 - 2. Middle School – February 2018
- E. Confidential CSE/CPSE Recommendations

VII. PUBLIC COMMENT

Please tell us your name and affiliation, if you are representing a specific group. All participants are asked to abide by the two minute time limit. Speakers may comment on matters related to the agenda. All speakers are to conduct themselves in a civil manner.

As always, public discussion on matters relating to staff and students, at which their reputation, privacy or rights to due process, or those of others could in some way be violated, is prohibited.

VIII. ADJOURNMENT

Future Scheduled Meetings:

Budget Hearing
Lawrence Middle School Cafeteria
Tuesday, May 1, 2018, 8:00 PM

Annual Budget Vote
Tuesday, May 15, 2018, 7 AM – 10 PM

POLICY

5405

WELLNESS POLICY

The Lawrence School District is committed to providing a school environment that promotes and protects children's health, well-being and the ability to learn by supporting healthy eating and physical activity. Pursuant to §204 of the Child Nutrition and Women, Infants and Children Reauthorization Act of 2004 and the Healthy, Hunger-Free Kids Act of 2012, the District establishes the following Wellness Policy to enhance the learning and development of lifelong wellness practices.

Good nutrition plays an essential role in health and development and helps young people do well in school. Numerous studies have proven the link between nutrition and academic performance as measured by test scores, attendance rates, tardiness, and discipline. Effective school nutritional policies can help children learn to make healthy choices in their selection of foods.

The *Healthy, Hunger-free Kids Act of 2012*, has increased nutritional standards for school lunch programs in our district and throughout the United States. Major changes have taken place with regard to calorie count, serving size and ingredients served in school lunches.

The Lawrence Union Free School District follows ~~healthy food~~ **all USDA** regulations and is in the process of raising the nutritional quality of food served to its students. Other foods that are made available to children in school should meet the same high nutritional guidelines. To meet this objective, this policy outlines the restriction on the sale of ~~baked goods~~ **all items** to students.

Each day, we encourage our children to make good choices. By encouraging positive food choices that are nutritionally rich and low in calories, we are setting an example for all to follow.

Nutrition Education Goals

Nutrition education is defined as "any set of learning experiences designed to facilitate the voluntary adoption of eating and other nutrition related behaviors conducive to health and well being." The District adopts the following nutrition guidelines in its schools, with the goal of promoting student health and reducing childhood obesity:

- Students in grades K-12 shall receive nutrition education that is interactive and teaches the skills they need to adopt healthy eating behaviors and provide them with the knowledge and skills to promote and protect their health;
- Nutrition education shall be offered in the school cafeteria as well as in the classroom, with coordination between food service staff and teachers;

POLICY

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- Students shall receive consistent nutrition messages throughout the schools, classrooms, cafeterias, homes, community and media and school-based marketing will be consistent with nutrition education and health promotion;
- The school district shall provide information to families that encourage them to teach their children about health and nutrition and to provide nutritious meals;
- District health education curriculum standards and guidelines shall include both nutrition and physical education;
- Nutrition educational activities shall be integrated into the health education or core curricula;
- Staff who provide nutrition education shall have appropriate training and shall participate regularly in professional development activities to effectively deliver an accurate nutrition education program;
- Students shall have access to a variety of affordable, nutritious and appealing food choices that meet their health and nutrition needs and which accommodate the religious, ethnic and cultural diversity of the student body;
- Students shall be encouraged to start each day with a healthy breakfast;
- Fruits, vegetables, whole grain products, low-fat dairy products, healthy food preparation methods and health enhancing nutrition practices shall be promoted;
- Caloric balance between food intake and energy expenditure (physical activity/exercise) shall be emphasized;
- The District's guidelines for reimbursable school meals shall not be less restrictive than applicable federal regulations and guidelines of Child Nutrition programs.

Physical Activity Goals

The primary goal for the District's physical activity component is to provide opportunities for every student to develop the knowledge and skills for specific physical activities, maintain physical fitness, regularly participate in physical activity and understand the short and long term benefits of a physically active and healthy lifestyle. The District adopts the following physical activity guidelines:

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- Students shall be given opportunities for physical activity during the school day through physical education class, daily recess periods for elementary school students and through the integration of physical activity into the academic curriculum;
- Students shall be given opportunities for physical activity through a range of before, lunch-time, and/or after school programs including, but not limited to, intramural, interscholastic athletics and physical clubs;
- Schools shall work with the community to create ways for students to walk or bike safely to and from school;
- Schools shall encourage parents to support their children's participation in physical activity, to be physically active role models and to include physical activity in family events;
- Schools shall provide training to enable teachers and other school staff to promote enjoyable lifelong physical activity among students;
- Teachers and other school staff may not use physical activity (e.g., running laps or pushups) or withhold opportunities for physical activity (e.g., recess, physical education) as punishment.

Other School Based Activities Goals

It shall be the District's goal to create a school environment that provides consistent wellness messages and that is conducive to healthy eating and being physically active. In accordance with this goal, the District adopts the following guidelines:

- There shall be a clean, safe, enjoyable meal environment for all students with adequate time to enjoy eating healthy foods with their friends;
- There shall be enough space and serving areas to ensure all students have access to school meals with minimum wait time;
- Lunch-time shall be scheduled as near the middle of the school day as possible;
- Drinking fountains shall be available in all schools so that students can get water at meals and throughout the day;
- All students are encouraged to participate in school meals programs and the identity of students who eat free and reduced price meals will be protected;
- Food and beverage marketing activities shall be consistent with and reinforce the objectives of the education and nutrition environment goals of the District.

POLICY

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- The District shall ensure that all fundraising efforts and school events such as field trips, dances and assemblies in the schools are supportive of healthy eating, healthy food choices and physical activity;
- Efforts will be made to keep school or district-owned physical activity facilities open for use by students outside school hours.

Establishing Nutrition Standards

Students' lifelong eating habits are greatly influenced by the types of foods and beverages available in their daily environment. The District establishes the following program requirements and nutrition standards to address all foods and beverages sold or served to students:

- Nutrition standards shall focus on maximizing nutritional value by decreasing fat and added sugars, and moderating portion size;
- All foods and beverages made available (including vending machines, a la carte, all fundraising, concession stands, school stores, student clubs and school parties/celebrations) to students on school grounds shall be consistent ~~with the current USDA Dietary Guidelines for Americans and shall be in accordance with the NY Nutrition Association 'Choose Sensibly' Snack List.~~ All food sold in School Provision of the Healthy Hunger-Free Kids Act, also known as "Smart Snack" Food Guidelines.
- Food providers shall offer a variety of age appropriate healthy food and beverage selections for elementary schools, middle schools and high schools; ~~as defined in the USDA Smart Snack guidelines.~~
- All foods made available shall adhere to food safety and security guidelines;
- Any foods, beverages or snacks made for sale shall come from the ~~NY Nutrition Association 'Choose Sensibly' Snack List.~~ **USDA Smart Snack guidelines.** Homemade products are not permitted.
- Nutrition information for products offered in snack bars, a la carte, vending and school stores shall be readily available near the point of purchase;
- Classroom snacks shall feature healthy choices from the NY Nutrition Association 'Choose Sensibly' Snack List.
- Unless otherwise stated in a behavior plan, staff shall not use foods or beverages as rewards for academic performance or good behavior and shall not withhold food or beverages as a punishment;
- Celebrations that involve food during the school day shall be limited to ~~no more than one party per class per month. Each party adhere to the NY Nutrition Association 'Choose Sensibly' Snack List~~ **the USDA Smart Snack Guidelines.**

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- The District will promote and encourage celebrations and fundraising activities that are not food based.
- Students shall be discouraged from sharing their foods or beverages with one another during meal or snack times, given concerns about allergies and other restrictions on children's diets;
- Families, teachers, students and school officials shall be involved in selecting food selections for their schools in order to identify new, healthful and appealing food choices;
- The District shall make decisions on these guidelines based on nutrition goals, not on profit.

Foods and Beverages Sold Individually (i.e., foods sold outside of reimbursable school meals, such as through vending machines, cafeteria [snack] lines, all fundraisers, **during school meal hours**, school stores, etc.)

The ~~school food service program~~ **Lawrence Union Free School District Administration** will approve and **the Food Service Management Company** shall provide all food and beverage sales to students in elementary schools. Only ~~food service~~ **Child Nutrition** program (cafeteria) food sales are permitted during school lunch hours in all school buildings. All other food sales must occur after the school lunch hours have ended. Given young children's limited nutrition skills, food in elementary schools should be sold as balanced meals. If available, foods and beverages sold individually must be limited to low-fat and nonfat milk, fruits, and non-fried vegetables. In middle schools and high schools, all foods and beverages sold individually outside the reimbursable school meal programs (including those sold through a la carte [snack] lines, vending machines, school stores, or fundraising activities) after lunch hours have ended, or through programs for students after the school day, will meet the following nutrition and portion size standards:

Beverages

- ~~-Allowed: water without added caloric sweeteners; fruit and vegetable juices and fruit based drinks that contain at least 50% fruit juice and that do not contain additional caloric sweeteners; unflavored or flavored low-fat or fat-free fluid milk and nutritionally equivalent nondairy beverages (to be defined by USDA);—~~
- ~~- Not allowed: soft drinks containing caloric sweeteners; sports drinks; iced teas; fruit based drinks that contain less than 50% real fruit juice or that contain additional caloric sweeteners; beverages containing caffeine, excluding low-fat or fat-free chocolate milk (which contain trivial amounts of caffeine).—~~

All Beverages are identified on the USDA Smart Snack guidelines attached to this Policy.

Foods

Lawrence Public Schools is a ~~nut free environment~~. **An Allergy Aware environment.** The nurse will collaborate to raise awareness of allergies in the classroom. Letters will be sent home to all parents and guardians of students that may be affected by allergies at the start of the school year. All students should be aware of allergies affecting themselves or their peers.

Nuts, nut butters and any product containing nuts are not permitted to be brought in or sold in the district schools.

- A food item sold individually:—
- will have no more than 35% of its calories from fat and 10% of its calories from saturated and trans fat combined;—
-
- will have no more than 35% of its weight from added sugars;—
-
- will contain no more than 230 mg of sodium per serving for chips, cereals, crackers, french fries, baked goods, and other snack items; will contain no more than 480 mg of sodium per serving for pastas, meats, and soups; and will contain no more than 600 mg of sodium for pizza, sandwiches, and main dishes.—
-
- A choice of at least two fruits and/or non-fried vegetables will be offered for sale at any location on the school site where foods are sold. Such items could include, but are not limited to, fresh fruits and vegetables; 100% fruit or vegetable juice; fruit based drinks that are at least 50% fruit juice and that do not contain additional caloric sweeteners; cooked, dried, or canned fruits (canned in fruit juice or light syrup); and cooked, dried, or canned vegetables (that meet the above fat and sodium guidelines).—
-
- Portion Sizes**—
- Limit portion sizes of foods and beverages sold individually to those listed below:—
- One and one-quarter ounces for chips, crackers, popcorn, cereal, trail mix, seeds, dried fruit, or jerky;—
- One ounce for cookies;—
- Two ounces for cereal bars, granola bars, pastries, muffins, doughnuts,—
- bagels;—
- Four fluid ounces for frozen desserts, including, but not limited to, low-fat or fat-free ice cream;—
- Eight ounces for non-frozen yogurt;—
- Twelve fluid ounces for beverages, excluding water; and—
-
- The portion size of a la carte entrees and side dishes, including potatoes, will not be greater than the size of comparable portions offered as part of school meals. Fruits and non-fried vegetables are exempt from portion-size limits.—
-

All food items sold must meet the criteria listed on the USDA Smart Snack Guidelines.

Goals for Measurement and Evaluation

The Superintendent or designee will ensure compliance with established district wide nutrition and physical activity wellness policies. In each school, the principal or designee will ensure compliance with those policies in his/her school and will report on the school's compliance to the school district superintendent or designee **at least annually.**

-Failure to follow the wellness policy will result in loss of sale privileges for the fundraising group, school store, student club or event.

Acceptable Snacks, Concessions and Food-Related Fundraising

Homemade (Items Prepared in a home or Non-Commercial Kitchen)

Non-Approved Snack, Concessions, Food-Related Fundraising

Approved Snack, Concessions, Food-related Fundraising ~~(per NY-School Nutrition Association "Choose Sensibly" Snack List)~~
Per USDA Smart Snack Guidelines

In-School Event
(student birthday, parties, PTA or student fundraiser)

Not Allowed

~~**Not Allowed**~~
Allowed 30 minutes after dismissal

~~**Allowed**~~
Not Allowed during Lunch Period

After School Event
(district-sponsored dances, performances, concerts, arts events)

Not Allowed

~~**Not Allowed**~~
Allowed 30 minutes After dismissal

Allowed

Booster Club Fundraiser (special sporting events, food-related fundraising)

Not Allowed

~~**Not Allowed**~~
Allowed 30 minutes After dismissal

Allowed

PTA Fundraiser/ Event
(Carnivals, any events where PTA is responsible for the event/utilizing school property/buildings)

Not Allowed

~~**Not Allowed**~~
Allowed 30 minutes After dismissal

Allowed

Acceptable Snacks, Concessions and Food-Related Fundraising

As USDA changes the regulations, all guidelines must continue to be met.

All Non-Compliant Snacks, Food and Beverages cannot be sold from the start of the day through 30 minutes after dismissal.

Adopted by Board of Education: June 20, 2006

Revised by Board of Education: October 15, 2012

First Review by BOE: April 16, 2018

P.L 108-265, §204 (Child Nutrition and WIC Reauthorization Act of 2004)

42 USC §1758b, Public Law 111-296 §204 Healthy, Hunger-Free Kids Act of 2012

7 CFR §210.10; 210.11 (National School Lunch Program participation requirements)

7 CFR §220.8 (National School Breakfast Program participation requirements)

Enclosure III. B.1.
Regular Meeting
April 16, 2018

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

2181431
Page 1 of 1

DATE: 4/11/2018
VENDOR #: 2700
REQUISITION #: 1479

VENDOR PHONE: 516-512-8983
VENDOR FAX: 516-873-8881

REQUESTOR: Johnson, Jill

ORDER TO:

Elite Construction of New York
1225 Franklin Avenue
Suite 325
Garden City, NY 11530

SHIP TO:

Lawrence Public School-Facilities
195 Broadway
Lawrence, NY 11559

Attn: Craig Cammarata

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

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

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
6.00 EA	HS bathroom construction supervision	19,000.0000			114,000.00
Total:					114,000.00

INSTRUCTIONS TO VENDOR

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

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

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

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

Marie Elliott

Purchasing Agent

Enclosure III. B.2.
Regular Meeting
April 16, 2018

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

2180523

Page 1 of 1

DATE: 8/21/2017
VENDOR #: 911
REQUISITION #: 487

VENDOR PHONE:
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

ORDER TO:

Health Source Group, Inc.
76 N Broadway
Suite # 3003
Hicksville, NY 11801

SHIP TO:

Lawrence High School
2 Reilly Road
Cedarhurst, NY 11516

Other: Nursing Services 2017-2018

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

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

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	LPS Nursing Services 2017-2018	30,000.0000			30,000.00
1.00 EA	NPS Nursing Services 2017-2018	60,000.0000			60,000.00
	** Change Order: Increase PO				10,000.00
	** Change Order: Increase PO				275,000.00
Total:					375,000.00

INSTRUCTIONS TO VENDOR

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

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

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

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

Marie Elliott

Purchasing Agent

Enclosure III. B.3.
Regular Meeting
April 16, 2018

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

2181355

Page 1 of 1

DATE: 3/09/2018
VENDOR #: 2504
REQUISITION #: 1399

VENDOR PHONE:
VENDOR FAX:

REQUESTOR: Johnson, Jill

ORDER TO:

Hi-Lume Corporation
175 Kennedy Drive
Hauppauge, NY 11788

SHIP TO:

Lawrence Public School-Facilities
195 Broadway
Lawrence, NY 11559

Attn: Craig Cammarata

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

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

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 OT	Coop tile installation bid	0.0000			0.00
1.00 EA	HS auditorium ceiling replacement	225,278.0000			225,278.00
Total:					225,278.00

INSTRUCTIONS TO VENDOR

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

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

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

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

Marie Elliott

Purchasing Agent

Enclosure III. B.4.
Regular Meeting
April 16, 2018

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

2180928

Page 1 of 1

DATE: 10/31/2017
VENDOR #: 2583
REQUISITION #: 979

VENDOR PHONE:
VENDOR FAX:
EMAIL:
REQUESTOR: Johnson, Jill

ORDER TO:

More Consulting Corp.
19 Old Dock Road
Yaphank, NY 11980

SHIP TO:

Lawrence Public School-Facilities
195 Broadway
Lawrence, NY 11559

Attn: Craig Cammarata

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 OT	LPS bid	0.0000			0.00
1.00 EA	MS roof gutters and fascia	215,000.0000			215,000.00
Total:					215,000.00

Budget Code	PO Amount	Budget Code	PO Amount
H1718293217041	215,000.00		

Payment Approval

Marie Elliott

Purchasing Agent

Enclosure III. B.5.
Regular Meeting
April 16, 2018

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

2180726
Page 1 of 1

DATE: 9/20/2017
VENDOR #: 2121
REQUISITION #: 500

VENDOR PHONE:
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

ORDER TO:

SHERI ZIMMERMANN
371 WASHINGTON AVE.
CEDARHURST, NY 11516

SHIP TO:

Lawrence High School
2 Reilly Road
Cedarhurst, NY 11516

Other: Occupational Therapist 2017-2018

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

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

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00 EA	Encumbrance Occupational Therapy 2017-2018	45,000.0000			45,000.00
	** Change Order: Increase PO				27,000.00
Total:					72,000.00

INSTRUCTIONS TO VENDOR

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

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

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

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

Marie Elliott

Purchasing Agent

**ENCLOSURE
04/16/2018**

**LAWRENCE PUBLIC SCHOOLS
BUSINESS OFFICE**

BOARD OF EDUCATION MEETING – April 16, 2018

BIDS FOR CONSIDERATION

PAGE/S	ITEM/S	RECOMMENDED ACTION
1	METAL SUSPENDED CEILING & ACOUSTICAL TILE INSTALLATION	Approve

SCHEDULE APPROVE:

DATE: 04/16/2018 **SIGNATURE:** _____
DISTRICT CLERK

**LAWRENCE PUBLIC SCHOOLS
PURCHASING OFFICE**

MEMO

TO: Dr. Ann Pedersen, Superintendent of Schools

FROM: Marie Elliott, Purchasing Agent

RE: **COOPERATIVE BID: METAL SUSPENDED CEILING & ACOUSTICAL TILE
INSTALLATION**

In accordance with Section 103 of Article 5A of the General Municipal Law, bids were requested for Cooperative Bid: Suspended Ceiling & Acoustical Tile Installation. On March 23, 2018 at 11:00 A.M. the bids were publicly opened and read aloud.

The bids were analyzed in Purchasing and reviewed by Craig Cammarata, Director of Facilities. Based upon our review we recommend that this bid be awarded to **Hi-Lume Corporation** as the lowest responsible bidder meeting our specifications.

BIDS MAILED 6
RESPONSES 5
DISQUALIFIED 2

The awards are as follows:

VENDOR	BID	COST
J.P. Daly & Sons 88A Brook Avenue Deer Park NY 11729	Part I: Ceiling Part II: Ceiling Part III: Lighting Cost of removal and installation per fixture	No Bid No Bid \$2270 \$175
Hi-Lume Corporation 175 Kennedy Drive Hauppauge NY 11788	Part I: Ceiling Part II: Ceiling Part III: Lighting Cost of removal and installation per fixture	\$9558.00 \$8414.00 \$1956.50 \$137.50
IJZ Associates Inc. 428 Johnson Avenue Brooklyn NY 11237	Part I: Ceiling Part II: Ceiling Part III: Lighting Cost of removal and installation per fixture	\$9363.00 \$8439.00 \$2711 \$225.00



Enclosure III. E.1.a.
Regular Meeting
April 16, 2018

March 6, 2018

Mr. Craig Cammarata, Facilities Director
Lawrence UFSD
2 Reilly Road
Cedarhurst, NY 11516

Re: Lawrence UFSD – Toilet Renovations at Lawrence HS Project

Dear Mr. Cammarata,

Elite proposes to serve as your construction consultant as required to provide **Construction Phase Oversight Consulting**. During this phase, we will provide full-time supervision to complete this project. Our office will conduct weekly Progress meetings, with East Coast USA Construction and Mark Design Studios Architecture, and monthly Owner meetings. As with all of our projects, we are committed to see the project through completion and will provide the support and guidance to ensure success for the district.

Based on our field visit (1/26) and correspondences with your office, the proposed fee shall be as follows:

Construction Services:

Monthly Rate of \$19,000

All rates include staff salaries, benefits, insurances, overhead and profit. Work hours are considered to be Monday through Friday, 3:00 PM to 11:00 PM.

The services of the Construction Consultant are not intended to replace or duplicate the responsibilities and obligations of the Engineer, Contractors, and testing and inspection by the manufacturer or inspection agencies engaged by or through the Owner.

Each party ("Indemnifying Party") will indemnify, defend and hold harmless the other party and such party's shareholders, directors, officers, employees, representatives, agents, successors and assigns (collectively the "Indemnified Party"), and will pay any and all damages, costs and expenses (including attorneys' fees) incurred by the Indemnified Party as a result of, or arising out of, claims, suits or demands or third parties loss of life, personal injury and/or damage to real or tangible personal property, to the extent such loss or damage is caused by the negligence or willful misconduct of the Indemnifying Party. The Indemnified Party will provide the Indemnifying Party with prompt notice of any such claims and provide all reasonable assistance in the defense of such claims.

1225 Franklin Avenue
Suite 325
Garden City, NY 11530
T 516-512-8983 F 516-873-8881



Elite shall name Lawrence UFSD and Mark Design Studios Architecture as additional insured and the Lawrence UFSD as the certificate holder on its general liability insurance policy. If you should have any questions please do not hesitate to call.

Sincerely,

Michael E. Reed

Michael Reed, CCM
Chief Executive Officer
Elite Construction Company of NY

Cc: E. Small-Elite, File;

Accepted by: _____ Date: _____

Lawrence UFSD
2 Reilly Road
Cedarhurst, NY 11516
Ann Pedersen, Ed.D.
Superintendent

Murray Forman, President
Board of Education

Date



Enclosure III E.1.b.
Regular Meeting
April 16, 2018

FREEPORT PUBLIC SCHOOLS
PO BOX 801
FREEPORT, NY 11520
(516) 867-5200

02/27/2018
Invoice # 2018-3

42608
Lawrence Public School
2 Reilley Road
Cedarhurst, NY 11516

BILLING FOR THE FOLLOWING SERVICES:	
	Health Services

DATE:	EXPLANATION OF SERVICES:	NO. OF STUDENTS	RATE:	TOTAL:
2017-18	Health Services	1	\$624.53	\$624.53

TOTAL DUE UPON RECEIPT
REMITTANCE IS TO BE MADE PAYABLE TO "FREEPORT UFSD"

PERSONNEL - SALARIES	CODE	TOTAL
Nurse Teachers	Billed separately under	BOCES
Nurses - Registered	Billed separately under	BOCES
Clerical - Health	281500160	\$60,608.00
Psychologists	282000150	\$1,469,562.00
Clerical - Psychological Services	282000160	\$56,076.00
Speech Teachers		\$745,162.00
Social Workers	282500160	\$930,127.00
SUB TOTAL		\$3,261,535.00
36.55% Fringe		\$1,192,091.04
SUB TOTAL		\$4,453,626.04
Supplies, Equipment, Repairs, Testing, Contract Services	281500200, 450, 468, 282000421, 450	\$76,958.00
Doctors, Dental	281500402, 403	\$51,000.00
SUB TOTAL		\$127,958.00
TOTAL COST		\$4,581,584.04
In-District Enrollment		7,165
De La Salle School Enrollment		69
Freeport Christian Academy		102
TOTAL ENROLLMENT		7,336
TOTAL COST PER PUPIL		\$624.53

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this first day of September, 2017 by and between the BOARD OF EDUCATION, FREEPORT UFSD (hereinafter referred to as the "SCHOOL DISTRICT PROVIDING SERVICES"), as the party of the first part, having its principal place of business at 235 N. Ocean Avenue, Freeport, New York 11520 and the BOARD OF EDUCATION OF THE Lawrence Public School ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at 2 Reilley Road, Cedarhurst, NY 11516.

WITNESSETH

WHEREAS, The School Districts who are the parties to this Agreement are duly empowered by Section 912 of the Education Law to enter into a contract for the purpose of providing and/or receiving health and welfare services;

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

1. DEFINITIONS; For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School District in which the non-public school which has requested health and welfare services is located
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a non-public school located within the SCHOOL DISTRICT PROVIDING SERVICES
2. This Agreement shall take effect on the first day of September 2017, for the period of September 1, 2017 through June 30, 2018, and terminate on June 30, 2018, unless terminated earlier in accordance with the terms set forth herein.
3. If requested by a non-public school located within the SCHOOL DISTRICT PROVIDING SERVICES, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school pupils enrolled in the SCHOOL DISTRICT PROVIDING SERVICES. Such services shall consist of, but not limited to the following:
 - a. Nurse Services
 - b. Physician/Dental Services
 - c. School speech Correction Services *
 - d. School Psychological Services *
 - e. School Social Work Services
 - f. Examinations for Participants in Athletics

- g. Notification of Parents Regarding Defect and Follow-Up
- h. Vision and Hearing Tests
- i. First Aid Supplies and Health Record Forms
- j. Provisions of Medical Equipment such as Audiometers and Mechanical Vision Testers Required by School Nurse/Physician

The services set forth above may be rendered on non-public school premises except for school psychological and speech correction services as further described below:

*School psychological and speech correction services may be rendered on non-public school premises only to the extent that such services are *diagnostic* in nature. To the extent that such services are therapeutic or remedial in nature, they may be rendered to a student attending a non-public school *only on a religiously neutral site*. A religiously neutral site may be, but is not limited to, a public school, a mobile unit or some other public location.

In addition to the requested services described above, the SCHOOL DISTRICT PROVIDING SERVICES shall provide the following health and welfare services *without the requirement that the non-public school request such services*: (1) immunization mandates set forth in Section 2164 and 2165 of the New York State Public Health Law and 10 NYCRR Sections 66-1 and 66-2; and (2) vision screening services to all new admissions within six (6) months of enrollment pursuant to Section 905(4) of the Education Law.

The SCHOOL DISTRICT PROVIDING SERVICES shall make its personnel available to the SCHOOL DISTRICT RECEIVING SERVICES for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. The SCHOOL DISTRICT RECEIVING SERVICES shall notify the SCHOOL DISTRICT PROVIDING SERVICES of the need for its presence at these meetings within reasonable time prior to the date of the meeting. Copies of all reports, testing and observation reports prepared in connection with this Agreement shall be furnished to the SCHOOL DISTRICT RECEIVING SERVICES upon request.

It is expressly understood and agreed between the parties that (1) the SCHOOL DISTRICT PROVIDING SERVICES may not provide such services to pupils attending non-public schools that are not available to the public school students enrolled in the SCHOOL DISTRICT PROVIDING SERVICES; and (2) *the services to be provided pursuant to this Agreement shall not include any teaching services*.

4. The SCHOOL DISTRICT PROVIDING SERVICES warrants that such health care services (1) will be provided by licensed health and welfare providers; (2) shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, Section 912 of the Education Law, and the student's Individualized Education Plan ("IEP"), if applicable. The SCHOOL DISTRICT PROVIDING SERVICES shall certify that all health care providers possess documentation

evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations and orders.

5. The SCHOOL DISTRICT PROVIDING SERVICES understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.
6. In full consideration for the services to be rendered by the SCHOOL DISTRICT PROVIDING SERVICES to the SCHOOL DISTRICT RECEIVING SERVICES for the period of this Agreement, upon presentation of an invoice by the SCHOOL DISTRICT PROVIDING SERVICES evidencing the allocation of such costs in accordance with the terms set forth herein, the SCHOOL DISTRICT RECEIVING SERVICES will pay the SCHOOL DISTRICT PROVIDING SERVICES at the rate of \$624.53 per student for the period of September 2017 through June 2018.
7. THE SCHOOL DISTRICT PROVIDING SERVICES shall immediately notify the SCHOOL DISTRICT RECEIVING SERVICES if a student is no longer receiving the services described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
8. The SCHOOL DISTRICT RECEIVING SERVICES shall obtain whatever releases or other legal documents that are necessary in order that the SCHOOL DISTRICT PROVIDING SERVICES may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on the SCHOOL DISTRICT RECEIVING SERVICES.
9. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either the SCHOOL DISTRICT PROVIDING SERVICES or the SCHOOL DISTRICT RECEIVING SERVICES compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.
10. 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.
11. Both parties to this Agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they 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. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. 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 Education Rights and Privacy Act ("FERPA").

12. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party in accordance with the Education Law. In the event of such termination, the parties will adjust the accounts due and the SCHOOL DISTRICT PROVIDING SERVICES will undertake no additional expenditures not already provided. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the SCHOOL DISTRICT RECEIVING SERVICES must be completed by the SCHOOL DISTRICT PROVIDING SERVICES, its employees, and/or agents within thirty (30) days of the termination date.
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 required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:



The Freeport UFSD
235 N. Ocean Ave., Freeport, New York 11520
Attn: Angie Rivas

Lawrence Public School
2 Reilley Road, Cedarhurst, NY 11516
Attn: Mr. Feder

15. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party.
16. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

17. This Agreement constitutes the full and complete Agreement between the SCHOOL DISTRICT PROVIDING SERVICES and the SCHOOL DISTRICT RECEIVING SERVICES and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
18. The undersigned representative of the SCHOOL DISTRICT RECEIVING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT RECEIVING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT RECEIVING SERVICES and bind the SCHOOL DISTRICT RECEIVING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT RECEIVING SERVICES in accordance with terms.
19. The undersigned representative of the SCHOOL DISTRICT PROVIDING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT PROVIDING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT PROVIDING SERVICES and bind the SCHOOL DISTRICT PROVIDING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT PROVIDING SERVICES in accordance with terms.
20. This Agreement is subject to approval by the Board of Education, by resolution duly approved.

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

By: 
Dr. Kishore Kuncham 
SUPERINTENDENT OF SCHOOLS
FREEPORT UFSD

Date: 1/29/18

Murray Forman
President, Board of Education

By: _____
SUPERINTENDENT OF SCHOOLS
LAWRENCE PUBLIC SCHOOL
Ann Pedersen, Ed.D.

Date: _____

HEALTH AND WELFARE SERVICES AGREEMENT

Enclosure III.E.1.c.
Regular Meeting
April 16, 2018

This Agreement is entered into this 1st day of April, 2018 by and between the Board of Education of the Hempstead Public School District, (hereinafter PROVIDER) having its principal place of business for the purpose of this Agreement at 185 Peninsula Blvd., Hempstead New York 11550, and the Board of Education of the Lawrence Union Free School District (hereinafter SENDER), having its principal place of business for the purpose of this Agreement at 195 Broadway, Lawrence, New York 11559.

WITNESSETH

WHEREAS, PROVIDER is authorized pursuant to Section 912 of the Education Law, to enter into a contract with SENDER for the purpose of having HEMPSTEAD Public School District provide health and welfare services to children residing in SENDER's location and attending a non-public school located in Hempstead.

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in HEMPSTEAD.

WHEREAS, PROVIDER has received a request(s) from said non-public schools(s) for the provision of health and welfare services to the aforementioned student(s),

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

A. TERM

The term of this Agreement shall be from **September, 2017 through June, 2018** inclusive, unless terminated early as provided for in this Agreement, and/or as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services provided by PROVIDER to SENDER may include, but are not limited to the following:
 - 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.
2. The services provided by PROVIDER to SENDER shall be consistent with the services available to students attending public schools within the Hempstead Public School District.
3. PROVIDER shall perform all services under this Agreement in accordance with each student's Individualized Education Plan (IEP) if applicable.
4. PROVIDER 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.

- a. The services of a school psychologist and/or a school speech therapist may be rendered on nonpublic parochial school premises only to the extent that such services are diagnostic in nature. To the extent that such services are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic parochial school only on a religiously neutral site.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. PROVIDER shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. PROVIDER warrants that the services will be provided by health care providers that are properly licensed under the laws of the State of New York. Hempstead Public Schools shall certify that all such service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
8. PROVIDER 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.
9. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER'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.
10. 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.
11. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement may be 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 and/or by law. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA).

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of **\$ 804.09 per eligible pupil for the 2017-2018 school year**. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each

student. Provider shall immediately notify Sender if a student is no longer receiving the services described herein.

2. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. MISCELLANEOUS

1. Termination: This Agreement may only be terminated in accordance with applicable law.
2. Defense / Indemnification:
 - a. PROVIDER agrees to defend, indemnify and hold harmless the SENDER, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the PROVIDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
 - b. SENDER agrees to defend, indemnify and hold harmless the PROVIDER, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

SENDER: Superintendent of Schools
Lawrence Public Schools
195 Broadway
Lawrence, NY 11559

PROVIDER: Superintendent of Schools
Hempstead Public Schools
185 Peninsula Blvd.
Hempstead, NY 11550
4. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Severability: 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.

7. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. 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. Furthermore, it is mutually agreed that this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

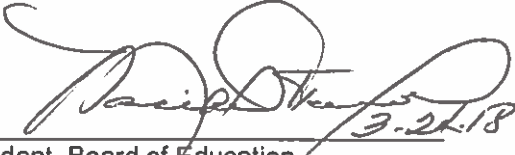
IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year written above.

SENDER
Lawrence Public Schools

Superintendent of Schools
Ann Pedersen, Ed.D.



PROVIDER
Hempstead Public Schools


President, Board of Education

290487

SENDER
Lawrence Public Schools

President, Board of Education
Murray Forman



**Textbook Central Agreement for
Centralized Textbook Distribution Services
2018-2019**

This Agreement covers textbook procurement and distribution services for the 2018-2019 school year to be provided by Textbook Central, a division of Tel/Logic Inc. d.b.a. CentralEd (hereinafter "Textbook Central," "Tel/Logic," or "CentralEd"),

to: _____ (hereinafter "District").

In consideration of the mutual covenants and conditions herein contained, and the acts herein described, it is agreed between the parties as follows:

1. Term of Agreement:

As described herein, the Term of the Agreement is meant to cover all Textbook Central services related to the provision of district textbook services for Nassau County school districts, including those services provided prior to, and in preparation for, the fiscal year 2018-2019.

2. Textbook Central Services Provided:

Textbook Central services under this Agreement are associated with two conjoined Textbook Information and Management Services (hereinafter "TIMS") being provided by Textbook Central to the Nassau County school districts. The services and deliverables are summarized below.

A. Centralized Non-Public School Textbook Distribution ("CTD").

This service manages the procurement and distribution of textbooks for students residing in participating Nassau school districts and attending participating non-public schools. For the 2018-2019 year, the service involves the following steps:

- Beginning early in calendar 2018, Textbook Central will confirm the continued participation of the previous year's public school districts and non-public schools, and will work to resolve any outstanding inventory issues that would affect 2018-2019. Signed certifications on textbook loan conditions will be obtained from all participating non-public schools.
- In the second calendar quarter of 2018, Textbook Central will distribute ordering information to the participating non-public schools. Our proprietary web based Student Management System (hereinafter "SMS") will be accessed by the schools to validate all anticipated student enrollment. The Textbook Central "SMS" is designed to correct district designations based on student resident address thus insuring greater accuracy of the student district allocation. When the information is received, Textbook Central will input textbook data into its TIMS system for review and processing. Extensive efforts will be undertaken to evaluate estimated textbook costs in light of average per student targets; and to work with the non-public schools to bring final textbook requirements within those cost guidelines. Approval for exceptions to cost guidelines will be coordinated with the districts representing the majority of the students.
- Beginning later in the second calendar quarter, and continuing throughout the summer, orders will be placed with reconditioned textbook suppliers, publishers, and other consolidators. Wherever possible, preference will be given to using suppliers with whom

For 2018-2019, Textbook Central will charge the Nassau school districts participating in the Managed Purchase Option program an administrative fee of 16% of the total expenses of textbooks procured (including textbook, workbook, and shipping and handling costs).

3. Sole Source Service Provider:

Textbook Central is a sole source provider of Purchase Order/Book Inventory/Student Management systems, which has delivered cost effective management to the non-public textbook loan programs of participating Nassau County school districts since 2000.

For more than a decade, Textbook Central has worked closely with Nassau school districts to design, develop, implement and manage proprietary systems, to minimize administrative function on the part of school districts, to secure and process non-public student textbook requests. Textbook Central estimates that the administrative cost alone (of personnel and processing) to a district for issuing 200 purchase orders for textbooks is approximately \$30,000. Our proprietary systems virtually eliminate those expenses. Districts are only billed three times (as described in sections 2A and 4) during the school year by us, regardless of how many hundreds of individual orders are submitted to and must be placed by us with individual vendors in order to fulfill district needs.

Our web-based Student Management systems for non-public students are designed specifically by our web design team for the Nassau County districts and enable complete tracking and management of student enrollment information. Through password protection, this 'visibility' is only available from Textbook Central and allows for accurate accounting to school districts of their resident students. No other vendor has the ability to provide these services.

Through partnerships with excess/used inventory book suppliers, we have access to proprietary software solutions allowing us to submit special 'Reserve' orders. These 'Build' orders allow Textbook Central to secure and reserve inventory quantities over time, pending our decision to release for shipment and delivery to the private schools or school districts. Our exclusive ability to access and manipulate these orders at our discretion, gives us complete flexibility in efficiently fulfilling orders. Timing of these deliveries is tailored to the specific needs of the districts or private schools. No other company engages in satisfying the needs of districts and private schools in this way.

Because of the volume of ordering by Textbook Central, we have also developed relationships with some major publishers, resulting in pricing, shipping and handling cost advantages to our district participants.

Textbook Central currently services 54 of the 56 Nassau County school districts (in addition, 36 of 53 are directly served by Textbook Central supplying their district bookrooms). With over 100 participating private and parochial schools, we are servicing in excess of 24,000 enrolled students annually.

Direct district benefits:

- Allows for single purchase order issuance for program.
- Eliminates virtually all business office related expenses involved with purchase order issuance, vendor tracking, accounts payable and invoice payment transactions.
- Three (3) phase invoicing from Textbook Central generated to the district July 1, November 1 and April 15 of school year facilitating district payables.
- Eliminates all district book storage and new textbook processing requests related to participating private schools.

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 2018 – 2019.

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 \$15,038.00 (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 \$1,503.8 each, beginning September 1, 2018 and ending June 1, 2019.

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:

Lawrence Board of Education

Murray Forman

Superintendent

By: _____
President, Board of Education

Ann Pedersen, Ed.D.

Date: _____

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

By: *Thomas M. Kuehl*

Date: 2/20/18

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 16th day of January, 2018, by and between the Board of Education of the UNIONDALE UNION FREE SCHOOL DISTRICT (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 933 GOODRICH STREET, UNIONDALE, NY 11553-2499, and the Board of Education of the LAWRENCE UFSD (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 195 BROADWAY, LAWRENCE, NY 11559.

W I T N E S S E T H

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

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER 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, 2017 through June 30, 2018 inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER 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. PROVIDER 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. PROVIDER 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. PROVIDER 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 PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER 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, SENDER agrees to pay PROVIDER the sum of \$760.48 per eligible pupil for the 2017/18 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. 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, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER 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, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER 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 PROVIDER's or SENDER'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) and information protected by the Family Educational Rights and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
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. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. 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:

SENDER: Superintendent of Schools
LAWRENCE UFSD
195 BROADWAY
LAWRENCE, NY 11559

PROVIDER: Superintendent of Schools
UNIONDALE UFSD
933 GOODRICH STREET
UNIONDALE, NY 11553

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 shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
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 SENDER School District.

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


LAWRENCE UFSD

Superintendent of Schools
Ann Pedersen, Ed.D.

LAWRENCE UFSD

UNIONDALE UFSD

President, Board of Education
Murray Foxman



Mr. Emerson Mott
President, Board of Education

NON-PUBLIC SCHOOL TUITION AGREEMENT FOR SCHOOL YEAR 2018/2019

Made this 13th day of March 2018 by and between Camp HASC, Inc., a non-public school located at 361 Parksville Road, Parksville, N.Y. 12768 and hereinafter referred to as "School".

In consideration of the promises each to the other made as hereinafter set forth, and in further consideration of \$1.00 and other good and valuable consideration, it is covenanted and agreed by and between the parties as follows:

1. Board agrees to pay for therapy services to School, and School agrees to provide therapy services, to the Lawrence Public School students.
2. It is covenanted and agreed by and between the parties that therapy services of the Students were approved by Lawrence Public Schools.
3. Board covenants and agrees to pay and School agrees to accept for the therapy services \$41.00 per half hour session, during the summer program starting on or about July 2, 2018 and terminating on or about August 10, 2018

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

THE BOARD OF EDUCATION OF
Lawrence Public Schools

SCHOOL

BY: \$41.00 per half hour session, during summer program
000 President - Murray Forman

BY: [Signature]
Authorized Signature



CONSULTANT SERVICES CONTRACT

This agreement is entered into this _____ day of _____, by and between Lawrence UFSD, herein called the District and MKSA, LLC TIN# 46-4218259 herein called the Consultant.

Whereas the District has need of the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, the District agrees to pay the Consultant for the performance of said services as per the attached fee schedule. Generally, the services for which the Consultant will be paid will include, but will not be limited to, the following.

Agency will provide services for students per IEP mandate. Provider will follow Lawrence UFSD calendar and provide progress reports, goals and documentation as specified by the school district.

The term of this Agreement shall be from 7/1/18 through 6/30/19 inclusive, unless terminated early as provided for in this agreement. The district may renew this contract up to three years with no change in rates. It is understood that the District is under no obligation to renew this agreement upon its expiration.

In performing the above services, it is understood that:

1. The relationship of parties is that of independent contractor and any and all services performed by Consultant and its employees or agents under this Agreement shall be performed in such capacity. None of the Consultant's employees, consultants or agents shall hold him/herself out as, nor claim to be, an officer or employee of the District, not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the District including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. Consultant shall not have, or hold itself out as having, the authority or power to bind or create liability for the District by its acts or omissions.
2. It is agreed by Consultant 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 District on behalf of any Consultant employee, consultant or agent. Said payments are to be made by Consultant in compliance with all federal, state, and local laws, rules or regulations. Consultant agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over Consultant or its relationship with the District. Consultant further agrees to indemnify and hold the District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either party's nonpayment and/or underpayment of any such taxes or payments.
3. The District will submit a Form 1099 at year end to Consultant for a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

4. This contract and any amendments to it will not be effective until approved by the Board of Education.
5. Consultant will provide District with monthly invoices according to the above Agreement in order for District to initiate payment.
6. Consultant shall defend with competent counsel indemnify, and hold harmless the District, including its trustees, directors, officers, employees, representatives and agents with respect to all claims, liabilities, injuries, losses, expenses, and/or damages as a result of, arising from or in connection with its performance and/or non-performance or reasonably assumed under this Agreement including but not limited to reasonable attorneys' fees and litigation expenses.
7. Consultant agrees that it will provide individuals who have the training, skills, experience, knowledge, qualifications, licenses, credentials, and competency to provide services and such individuals are duly certified and/or qualified under applicable federal laws, the laws of the State of New York, the regulations of the Commissioner of Education, and any other applicable law, rule or regulation to provide said services.
8. Consultant shall not disclose the identity of any student or parent/guardian that it comes in contact with while performing services without the written permission of the parents/guardians of the student.
9. Consultant shall not disclose student education records except upon parental consent, upon forms prepared by the District, or as otherwise authorized by FERPA and shall further maintain the confidentiality of all medical, psychological, and student records in compliance with all federal and state laws, rules, or regulations.
10. Consultant agrees to use best efforts to cooperate with the District to have any individual providing services who will have direct contact with students off District property to comply with criminal background and fingerprinting clearance. These efforts may include but are not necessarily limited to completing District paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprint clearance. The District will notify the Consultant if clearance is denied for any individual. Furthermore, any individual providing services on District property must comply with all criminal background and fingerprint clearance identifying the District prior to performing any services. The District shall notify Consultant if clearance is denied for any such individual. Consultant shall be solely responsible for any costs associated with the required background and fingerprint clearance. Consultant shall provide a complete roster of all persons who will be providing services under this Agreement and shall further be responsible for providing updated lists as necessary at the District's request.
11. The District may terminate this Agreement at any time, without cause, by providing seven (7) days written notice to the Consultant. In such an event, the District will only be obligated to pay the Consultant the pro-rata portion of the fee for services actually provided.
12. Consultant may terminate this Agreement at any time, without cause by providing (14) days written notice to the District.

13. All individuals performing services under this Agreement shall be professionally licensed to practice in the State of New York, be competently and adequately trained, and be in good professional standing with the State of New York at all times. Upon request, copies of any such credentials shall be made available to the District by the Consultant. If at any time during this Agreement, the license and/or certification of any individual providing Services is revoked, terminated, suspended or otherwise impaired, Consultant shall prohibit such individual from performing services and immediately notify the District.
14. The Consultant and/or its agents will maintain general and professional liability insurance of \$1,000,000/\$3,000,000. The Consultant will provide the District with documentation of such insurance coverage. The Consultant shall maintain workers' compensation insurance and auto liability insurance of the types and amounts required by law. The Consultant shall name the District as an additional insured on such policies and shall provide the district with a Certificate of Insurance so naming the District. If for any reason the Consultant's insurance is changed or cancelled, the Consultant shall provide the district with written notice, at least ten (10) days prior to change or cancellation.
15. The Consultant will assist the school district with their Billing for Medicaid eligible students by providing all documentation according to Medicaid requirements.

MKSA, LLC 2018/2019 Rate Schedule

Service	Description	Rate for 60 min session	Rate for 30 min session	Rate for 40-45 min session or 1 classroom period
All Rates reflect on or off site				
<u>Special Education</u>				
ABA, Direct Instruction, SEIT (school aged)		\$100.00	\$60.00	\$79.00
Tutoring		\$100.00	\$60.00	
Vision		\$125.00	\$65.00	\$98.00
Hearing		\$125.00	\$65.00	\$98.00
Reading Specialist		\$125.00	\$65.00	\$98.00
Resource Room Ind		\$100.00	\$60.00	\$79.00
Resource Room Grp	max 5:1			\$250.00
Resource Room Daily Rate Available				
Consultant Services- Inclusion		\$100.00		
<u>Other Services</u>				
Parent Training by PhD or BCBA		\$125.00		
Parent Training		\$100.00		
Counseling, Licensed Social Worker		\$100.00	\$60.00	\$79.00
Counseling, PhD		\$125.00		
Social Skills Group	max 6			\$300.00
Exam Proctoring		\$68.00		
Translator		\$68.00		

Sign Language Interpreter	\$70.00			
Home Tutoring - Non Special Ed	\$95.00			
Transition Planning	\$160.00			
Travel Training	\$75.00			

Related Services: Speech, PT, OT

Individual	\$120.00	\$60.00	\$89.00	
Group; Max 4 students			\$250.00	
Push into classroom		\$80.00	\$120.00	
Auditory based therapy (MKSA Clinic)	\$125.00	\$65.00	\$98.00	
PROMPT Speech Therapy	\$125.00	\$65.00	\$98.00	
Feeding Therapy	\$125.00	\$65.00	\$98.00	

Autism/Behavioral Services

Behavior Intervention	\$100.00	-	-	-
Behavior Intervention By PhD or BCBA	\$125.00			
Behavior Consultation/Training	\$100.00			
Behavior Consultation/Training by PhD or BCBA	\$125.00			
Program Supervision	\$100.00			
Program Supervision by PhD or BCBA	\$125.00			
Community Based Life Skills Training	\$125.00		\$100.00	
Job Coaching	\$125.00		\$100.00	
Job Development	\$125.00		\$100.00	
Skills Training	\$125.00		\$100.00	
Staff Training/Coaching	\$125.00		\$100.00	
				outside school

Para professional:

1:1 aide; paraprofessional	\$55.00	\$29.00	\$42.00	
Teacher Assistant	\$79.00	\$35.00	\$52.00	

Summer Services

Same Rates Apply

OVER

Evaluations:

	English Language	Bilingual
Speech, PT, OT, Special Ed	\$265.00	\$390.00
Audiological	\$325.00	n/a
Psychological by School Psychologist	\$325.00	\$390.00
Psychological or Diagnostic by PhD	\$400.00	\$485.00
Social History	\$100.00	\$142.00
Classroom Observation	\$100.00	\$142.00
Classroom Observation BCBA or PhD	\$135.00	\$175.00
OT/PT/Speech Screening	\$158.00	
		per student rate

(screening includes observation, summary
write up & consultation with parent &
teacher)

Audological Screening /Tympanometry	per student	
Central Auditory Processing Evaluation	rate	\$55.00
Attendance at CSE meetings		\$950.00
	per meeting	\$75.00
Functional Behavior Analysis		\$350.00
Functional Behavior Analysis-BCBA		\$425.00
Assistive Technology Evaluation		\$1,200.00
full evaluation and report		
Vocational Assessments		
Full Battery		\$850.00
Expanded Full Battery		\$950.00

Workshops and Staff Trainings

\$150.00 an hour

Our professional staff develops workshops based on the needs of the individual school district or organization.
Following is a partial list of the workshops we offer:

- Including the Student with Autism Spectrum Disorders
- Profile of the AD/HD Learner
- Functional Behavior Assessment
- Developing Effective Behavior Plans
- ABA Training: Principles of Applied Behavior Analysis
- How to Identify and Address: Word Find Problems, Auditory Comprehension, Motor Speech Difficulties and or/ Dysphasia
- Speech and Language Delays: How They Impact on a Student's Writing
- Activities of Daily Living (ADL) Skills: The Forgotten Curriculum
- Differential Diagnosis: Neurobiological Disorders
- How to Teach Social Skills in the Primary/Secondary Setting

CONSULTANT:

AnnMarie Vigliotti 7/12/18
Signature & Date

MKSA, LLC
Firm Name

AnnMarie Vigliotti, MS SDA
Print or Type Name

Executive Director
Title

DISTRICT:

Signature & Date *Murry Forman*

Title *BOE President*

MKSA, LLC

- (1) The student data or teacher or principal data (collectively, "the Data") received by the Service Provider will be used for the following purpose(s): Conducting evaluations for the purpose of assisting in the determination of services by the CSE. Consents and prescriptions to meet Medicaid billing requirements and IEPs and any data necessary for the delivery of services.
- (2) The Service Provider will ensure the confidentiality of the Data that is shared with subcontractors and or other persons or entities by: Data is mailed directly to service providers. If email is used for transfer of data it is sent and received in an encrypted format. The release of any records to parties other than the district must have a signed release form (signed by the parent).
- (3) Upon the termination of this Agreement, all the Data received by the service provider will be destroyed by (insert date): Documents are shredded at the time the student turns 21.
- (4) A parent, student, teacher or principal can challenge the accuracy of the Data received by the Service Provider by: Submitting "request to amend a child's record" form and forwarding to the Executive Director.
- (5) The following is how the Data will be stored and what security protections will be taken by the Service Provider: Data is kept on site in a locked file room for two years. After the two years the data is transported by courier to a secured storage facility. Electronic Data is stored on the company server and backed up daily onto the Cloud. Staff computers and telephones are password protected using unique codes that are regularly updated. Upon termination of an employee, all passwords and access cards are deactivated. Visitors to our office sign in at the front desk, buzzed in to the administration office and escorted to the area they are visiting.

MKSA, LLC
125 East Bethpage Road, Suite 5
Plainview, NY 11803
516-731-5588

By: 
Name: AnnMarie Vigliotti
Title: Executive Director

CURRENT REFERENCES FOR MKSA, LLC

<u>SCHOOL DISTRICT</u>	<u>DISTRICT ADDRESS</u>	<u>CONTACT PERSON</u>	<u>DISTRICT PHONE NUMBER</u>
Bay Shore UFSD	75 West Perkal Street, Bay Shore NY 11706	Dr. Russell Endes	631-968-1232
Levittown UFSD	150 Abbey Lane, Levittown NY 11756	Rocco Ognibene	516-434-7050
Plainedge UFSD	241 Wyngate Drive, North Massapequa NY 11758	Joe Maisano	516-992-7480
Plainview-Old Bethpage UFSD	106 Washington Avenue, Plainview NY 11803	Ellie Becker	516-434-3020
South Huntington UFSD	60 Weston Street, South Huntington NY 11746	Dr. Matt Krivoshey	631-812-3000
Mineola UFSD	121 Jackson Ave, Mineola NY 11501	Laurie Melesh	516-237-2040

**NASSAU BOCES DEPARTMENT OF REGIONAL SCHOOLS AND
INSTRUCTIONAL PROGRAMS
REGIONAL SUMMER SCHOOL PROGRAM**

AGREEMENT made this ____ day of _____ 2018, by and between the Board of Cooperative Educational Services of Nassau County, ("Nassau BOCES"), whose principal place of business is 71 Clinton Road, P.O. Box 9195, Garden City, New York 11530, and the **Lawrence Union Free School District** ("District") whose administrative office is located at 2 Reilly Road, Cedarhurst, NY 11516.

WHEREAS, the District desires to have a Regional Summer School Program ("Program") for students at Lawrence High School and other Nassau BOCES component districts at the Lawrence High School. The costs associated with the Program appear in the attached Matrix; and

WHEREAS, Nassau BOCES is duly certified and qualified under the laws of the State of New York and Regulations of the Commissioner of Education to provide and assume full responsibility for the Program through its Department of Regional Schools and Instructional Program; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable consideration, Nassau BOCES and the District hereby agree as follows:

- A. The term of the within agreement shall be for the period commencing July 1, 2018 and terminating on or about August 31, 2018.
- B. Nassau BOCES will assume responsibility for the Program as follows:
 - 1. The Program will be offered by Nassau BOCES for the summer of 2018, commencing on or about July 1, 2018 and ending on or about August 31, 2018, unless otherwise terminated as provided for in the Agreement. The Program shall be offered as a directly sponsored Nassau BOCES program under the auspices of the Board of Cooperative Educational Services of Nassau as a program component of the Nassau BOCES Department of Regional Schools and Instructional Programs.
 - 2. The Program will be available to students of Lawrence Union Free High School and other districts.
 - 3. All teaching and supervisory staff persons who are assigned to the Program will be employees of Nassau BOCES. As such, staff persons must submit applications and required documentation, including certification (individuals must have a valid teaching certificate) as potential new hires of Nassau BOCES. Final hiring and retention decisions will be at the discretion of Nassau BOCES but subject to the provision of Educational Law 3014-a.

4. As a condition of employment, all Nassau BOCES employees must complete the Nassau BOCES fingerprinting process so that Nassau BOCES may obtain a criminal background check. In addition, the prospective employee must also complete a Nassau BOCES application form that will require, among other information, character references which Nassau BOCES may verify. Any charge for such fingerprinting or background check shall be borne by the prospective employee, or by the District at its discretion.
5. All professional staff and supervisors who are assigned to the Program, will report to and be supervised by Nassau BOCES administrators.
6. Periodically, Nassau BOCES administrators may conduct classroom observations and will provide written evaluations to teachers.
7. Program curriculum will comply with any applicable SED requirements.
8. Nassau BOCES will advertise the program held at the district location as a Nassau BOCES program. Pertinent class information will appear on, among others, the Nassau BOCES website, www.nassauboces.org.
9. Nassau BOCES will conduct classes with managed open enrollment policy, so that students may enroll at specified times during the school year so long as such registration does not disrupt the District provision of instruction to its students during the school day and in no event shall occur at the Lawrence Schools between the hours of 8 AM and 3 PM. The continued operation of classes by Nassau BOCES is contingent upon adequate class enrollment to be determined at the sole discretion of Nassau BOCES.
10. To the fullest extent permitted by law, Nassau BOCES agrees to indemnify and hold harmless the District, its board members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses, costs, damages and expenses (including but not limited to reasonable attorneys' fees and disbursements) arising from any claims, dispute or causes of action of whatever nature arising in whole or in part from the negligent or intentional misconduct of Nassau BOCES respecting the performance of the services to be provided by Nassau BOCES pursuant to the terms of the within Agreement, or the action of, or the failure to act by Nassau BOCES, its representatives or employees, or anyone for whose acts Nassau BOCES may be liable. In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from Nassau BOCES pursuant to the provisions of this Paragraph, Lawrence UFSD will promptly notify Nassau BOCES of the suit, claim or demand, and give Nassau BOCES an opportunity to defend and settle same without any cost to Lawrence UFSD, and will extend reasonable cooperation to Nassau BOCES in connection with the defense, which will be at the expense of Nassau BOCES. In the event that Nassau

BOCES fails to defend the same within 30 calendar days of receipt of the notice, the Lawrence UFSD will be entitled to assume the defense thereof, and Nassau BOCES will be liable to repay the Lawrence UFSD for all its expenses reasonably incurred in connection with the defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). All of the provisions of this Paragraph will survive the expiration or sooner termination of this Agreement.

11. Nassau BOCES, including its employees and agents, shall comply with all applicable Federal, State and local statutes, rules and regulations.
12. Nassau BOCES, including its employees and agents, shall adhere to all applicable procedures, policies, rules and regulations of SED and the Lawrence School District.
13. Nassau BOCES is retained by the District only for the purposes and to the extent set forth in this Agreement. Nassau BOCES relationship to the District is solely that of an independent contractor during the term of the within Agreement. All employees of Nassau BOCES shall be deemed employees of Nassau BOCES for all purposes and Nassau BOCES alone shall be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto. Nassau BOCES acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the District. Nassau BOCES shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, Nassau BOCES will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.

C. The Lawrence Union Free School District (District) agrees to the following:

1. Classes will be held at the designated school(s). Classes will be scheduled according to the attached matrix.
2. The District shall assist with the publicity and outreach of the programs by distributing information about the Program to guidance counselors, students and other interested groups or individuals.
3. The Nassau BOCES Regional Summer School building administrator(s) shall cooperate with the Nassau BOCES administrators in regard to Nassau BOCES classes which take place therein.
4. The District and Nassau BOCES shall contact registered students who are on any waiting lists to arrive at pre-scheduled registration in accordance with the Nassau BOCES Regional Summer School intake and assessment policies. The District shall contact registered students in the District, and Nassau BOCES shall contact

registered students from other districts, who are on the waiting list developed and/or agreed to by the parties, to arrive at pre-scheduled registration in accordance with the Nassau BOCES Regional Summer School intake and assessment policies.

5. To the fullest extent permitted by law, the District agrees to indemnify and hold harmless the Nassau BOCES, its board members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses, costs, damages and expenses (including but not limited to reasonable attorneys' fees and disbursements) arising from any claims, dispute or causes of action of whatever nature arising in whole or in part from the negligent or intentional misconduct of the District respecting the performance of the services to be provided by the District pursuant to the terms of the within Agreement, or the action of, or the failure to act by the District, the District's representatives or employees, or anyone for whose acts the District may be liable. In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the District pursuant to the provisions of this Paragraph, Nassau BOCES will promptly notify the District of the suit, claim or demand, and give the District an opportunity to defend and settle same without any cost to Nassau BOCES, and will extend reasonable cooperation to the District in connection with the defense, which will be at the expense of the District. In the event that the District fails to defend the same within 30 calendar days of receipt of the notice, the Nassau BOCES will be entitled to assume the defense thereof, and the District will be liable to repay Nassau BOCES for all its expenses reasonably incurred in connection with the defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). All of the provisions of this Paragraph will survive the expiration or sooner termination of this Agreement.
6. The District will provide all students with a copy of the District's Code of Conduct and/or a Student Handbook. Discipline issues will be handled in accordance with said Code of Conduct by the District in consultation with Nassau BOCES.
7. The District will conduct any Superintendent's Hearings as needed for disciplinary reasons according to the District's protocol. The principal of the Specialized Schools Program from Nassau BOCES will attend all hearings.
8. The appeals process of any student, parent and/or guardian will follow the District's protocol as stated in its Code of Conduct.
9. The District is retained by Nassau BOCES only for the purposes and to the extent set forth in this Agreement. The District's relationship to Nassau BOCES is solely that of an independent contractor during the term of the within Agreement. All employees of the District shall be deemed employees of the District for all purposes and the District alone shall be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in

relation thereto. The District acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of Nassau BOCES.

D. Compensation:

1. Nassau BOCES will submit a detailed invoice to the District referencing time period, staffing and a 18.5% management fee according to the details identified on the District's matrix.
2. The District will pay Nassau BOCES within 30 days of receipt of the invoice.
3. The District shall pay for all custodial and security costs and all other costs and charges related to the space provided to Nassau BOCES for the Program.

E. Additional Terms and Conditions

1. **INSURANCE REQUIREMENTS:** Both parties shall maintain the insurance set forth in Appendix A.
2. **SAFEGUARDING INFORMATION:** Neither party will use or disclose any information concerning the services to be performed pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.
3. **CONFIDENTIALITY:**
 - i. Both parties agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Neither party shall use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. The parties further agree that any information received by it, its employees, and/or agents, respectively, during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the other party, its employees, agents, clients, and/or students will be treated by the first party, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
 - ii. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

“Confidential Information” shall include all information, written or oral, disclosed, directly or indirectly, whether or not prepared by the Nassau BOCES, through any means of communication or observation, by the Nassau BOCES, or any of its affiliates, representatives, employees, agents, clients and/or students to, or for the benefit of, the Nassau BOCES, that the Nassau BOCES desires to maintain as confidential or secret, which is supplied or provided to the District under this Agreement. Nassau BOCES Confidential Information includes, but is not limited to, information about the Nassau BOCES its employees, agents, clients and/or students, such as: any and all personally identifiable information, including, but not limited to, information that can be used to distinguish or trace an individual’s identity (either alone or together with other personal information), such as name, Social Security Number, biometric records (such as fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics and handwriting), place of birth, mother’s maiden name, employment histories, credit histories or personal references of applicants for employment, medical or personal records (including, but not limited to, disabilities, recovering substance abuse conditions, medical information including AIDS/HIV), information contained in a worker’s compensation record, students’ directory information (including, but not limited to, a student’s name, address, parents’, guardians’ and or families’ address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, and the most recent educational agency or institution attended, identification numbers, user ID’s, personal identification numbers), and any other information disclosed to a party in confidence pertaining to the Nassau BOCES, its employees, agents, clients and/or students.

- iii. Both parties will comply with all District and Nassau BOCES policies and State, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy.
4. **DISCRIMINATION PROHIBITED:** Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
 5. **CONSTRUCTION OF PROVISIONS:** If any one or more of the provisions contained in this Agreement are held to be excessively broad as to duration, scope,

activity or subject, then such provisions will be construed by limiting and reducing them so that they are enforceable to the fullest extent permitted by law.

6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of the parties.
7. **ASSIGNMENT OF AGREEMENT:** Neither party shall assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.
8. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
9. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
10. **TERMINATION:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. However, in the event of a material breach by either party, the non-breaching party may terminate this Agreement upon (3) days written notice. In the event of termination, the parties will adjust the accounts due and payable for services rendered.
11. **EXTENSION OF AGREEMENT:** The term of this Agreement may be extended annually, upon mutual agreement of the parties in writing.
12. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any

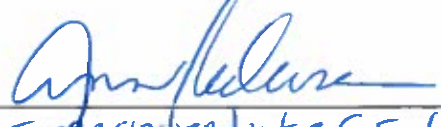
other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

13. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.
14. **MODIFICATION:** This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
15. **THIRD-PARTY BENEFICIARIES:** There are no third-party beneficiaries of or in this Agreement, other than NYSIR.
16. **IRAN DIVESTMENT CERTIFICATION:** By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership, each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant to New York State Finance Law § 165-a(3)(b).
17. 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. Further, this Agreement, and any amendments to this Agreement, shall be subject to formal approval by the Nassau BOCES Board of Education and shall have no force or effect until such approval and full execution by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. The term of this agreement may be extended annually, upon mutual agreement of the parties.

LAWRENCE UNION SCHOOL DISTRICT

By: _____
Name: Murray Forman
Title: BOE President.

By: 
Name: Superintendent of Schools
Title: Dr. Ann Pedersen

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES OF NASSAU COUNTY

By: _____
Name: Dr. Robert R. Dillon
Title: District Superintendent

APPENDIX A INSURANCE REQUIREMENTS

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/\$3,000,000 aggregate (must include coverage for sexual misconduct).

b. **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

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

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

c. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$3,000,000 aggregate for the professional acts of Nassau BOCES performed under this Agreement for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two calendar years following the completion of work.

d. **Excess Insurance**

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the parties hereby agree to effectuate the naming of the other party as an additional insured on its respective commercial general liability policy.

The policy naming the other party as an additional insured must:

- be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
- state that Nassau BOCES's coverage is primary and non-contributory



coverage for Lawrence UFSD, its Board, employees and volunteers.

- must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the Lawrence UFSD. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by Nassau BOCES that are covered by the commercial general liability policy and the umbrella policy. Upon request by Lawrence UFSD, Nassau BOCES will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, Nassau BOCES will provide a copy of the policy endorsements and forms.

Both parties agree to indemnify and hold the other harmless for any applicable deductibles and self-insured retentions, to the extent not covered by the applicable policy.

If a policy is written on a “claims-made” basis, the retroactive date must pre-date the inception of this Agreement.

Both parties acknowledge that failure to obtain the foregoing insurance constitutes a material breach of contract. The respective parties must provide the other with satisfactory proof that the above requirements have been met, prior to the commencement of the services to be provided hereunder. The failure of a party to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the other party. Upon request, each party will provide the other party with a copy of the applicable insurance policies including any endorsements, modifications, or exclusions thereto.

Both parties are members/owners of the New York Schools Insurance Reciprocal (“NYSIR”). The parties acknowledge that the procurement of that insurance as required herein is intended to benefit not only the other party, but also NYSIR as the respective party’s insurer.

**NASSAU BOCES
DEPARTMENT OF REGIONAL SCHOOLS AND INSTRUCTIONAL PROGRAMS
BARRY TECH SATELLITE
PROGRAM AGREEMENT**

AGREEMENT made this _____ day of _____, 2018, by and between the of Board of Cooperative Educational Services of Nassau County, ("Nassau BOCES"), whose principal administration offices at 71 Clinton Road, P.O. Box 9195, Garden City, NY 11530, and Lawrence Union Free School District ("District") whose administrative office is located at 195 Broadway, Lawrence, NY 11559,

WHEREAS, the District wishes to run a Joseph M. Barry Career and Technical Education Center program ("Barry Tech"), Certified Nurse Assisting ("Program"), in its high school; and

WHEREAS Nassau BOCES is duly certified and qualified under the laws of the State of New York and Regulations of the Commissioner of Education to provide and assume full responsibility for the Program through its Department of Regional Schools and Instructional Programs.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable considerations, Nassau BOCES and the District hereby agree as follows:

A. Nassau BOCES will assume responsibility for the Program as follows:

1. The Department of Regional Schools and Instructional Programs will replicate the Program course as is offered at Barry Tech at the District.
2. Duplicate the same curriculum and program elements as described in the Barry Tech Catalog of Courses.
3. Each course will run for a double-block period at the District, either as a morning or afternoon program, but must be only a half-day course.
4. Nassau BOCES will provide a CTE certified teacher, supervision and APPR management.
5. Nassau BOCES will create/support a classroom that serves the program.
6. Nassau BOCES will provide a NYSED approved, standards aligned curriculum.
7. Nassau BOCES will collect and report all student data to include, but not limited to, attendance, discipline, grades and assessments.
8. Nassau BOCES will offer attributes for CTE that are standard in NYS: college articulations, work-based learning experiences/clinic rotation, industry

assessments, Skills USA/competitions, parent engagement, industry consultant committees, etc.

9. The Program will be offered by Nassau BOCES for the period (*school year start and end dates TBD*), in accordance with the terms and conditions set forth.
10. All teaching and supervisory staff persons who are assigned to the Program will be employees of Nassau BOCES. As such, staff persons must submit applications and required documentation, including certification (individuals must have a valid teaching certificate) as potential new hires of Nassau BOCES. Final hiring and retention decisions will be at the discretion of Nassau BOCES but subject to the provision of Educational Law 3014-a.
11. As a condition of employment, all Nassau BOCES employees must complete the Nassau BOCES fingerprinting process so that Nassau BOCES may obtain a criminal background check. In addition, the prospective employee must also complete a Nassau BOCES application form that will require, among other information, character references which Nassau BOCES may verify. Any charge for such fingerprinting shall be borne by the prospective employee, or by the District at its discretion.
12. All professional staff and supervisors, who are assigned to the Program, will report to and be supervised by Nassau BOCES administrators.
13. Program curriculum will comply with all applicable SED requirements.
14. Pertinent class information will appear on, among others, the Nassau BOCES and District websites.
15. Nassau BOCES will conduct classes so students will enroll at specified times during the school year. The continued operation of classes by Nassau BOCES is contingent upon adequate class enrollment to be determined in the sole discretion of Nassau BOCES.
16. Nassau BOCES may admit into the Program students from other Nassau BOCES component school districts on a space available basis.
17. The District will be responsible for an annual fee of \$145,000 per CTE course, billed at \$14,500 per month over 10 months . Should another district choose to send students to the Lawrence CTE program, Nassau BOCES will invoice that district directly at a rate of \$700 per month per student. For each student billed to an outside district, the Lawrence monthly invoice will be reduced by that amount. Each month, Nassau BOCES will inform Lawrence as to the cost

savings it will see for that month based upon attendance information for outside district students.

18. To the fullest extent permitted by law, Nassau BOCES agrees to indemnify and hold harmless the District, its board members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses, costs, damages and expenses (including but not limited to reasonable attorneys' fees and disbursements) arising from any claims, dispute or causes of action of whatever nature arising in whole or in part from the negligent or intentional misconduct of Nassau BOCES respecting the performance of the services to be provided by Nassau BOCES pursuant to the terms of the within Agreement, or the action of, or the failure to act by Nassau BOCES, its representative(s) or employees, or anyone for whose acts Nassau BOCES may be liable.
19. Nassau BOCES, its employees and agents, shall comply with all applicable Federal, State and local statutes, rules and regulations.
20. Nassau BOCES is retained by the District only for the purposes and to the extent set forth in this Agreement. Nassau BOCES relationship to the Lawrence UFSD is solely that of an independent contractor during the term of the within Agreement. All employees of Nassau BOCES shall be deemed employees of Nassau BOCES for all purposes and Nassau BOCES alone shall be responsible for their work, personal conduct, direction, compensation and for payment of all employment and other taxes in relation thereto. Nassau BOCES acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the District. Nassau BOCES shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, Nassau BOCES will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.

B. The District agrees to the following:

1. The District will provide students for enrollment to a maximum of 25.
2. The Nassau BOCES reserves the right to evaluate students and recommend discipline or removal from the program.
3. Students will be enrolled in, and CTE data managed and reported by, the Barry Tech student system, ClassMate.
4. Materials and other items related to the programs will be purchased and maintained by Nassau BOCES, unless provided by the District; i.e., computer lab.
5. Maintenance of equipment and facilities is the responsibility of the District.

6. Nassau BOCES will follow the District school calendar for student attendance, but may also need to accommodate a negotiated contract for Nassau BOCES teachers.
7. The principal of record will be the principal of Barry Tech. The Barry Tech principal and the District high school principal will establish protocols for supervision, student management and discipline, and program oversight.
8. The Barry Tech guidance counselor and Work-based Learning staff will work with the District guidance, administration and staff to ensure that college transitions and internships/clinical rotations are implemented.
9. The District shall provide, at no charge to Nassau BOCES, appropriate classroom space to accommodate anticipated enrollment levels.
10. The District shall assist with the publicity and outreach of the programs by distributing information about the Program to guidance counselors, students and other interested groups or individuals.
11. The District building administrator(s) shall cooperate with the Nassau BOCES administrators in regard to Nassau BOCES classes which take place therein.
12. The District agrees that Nassau BOCES may, in its sole discretion, admit students from other component school districts.
13. To the fullest extent permitted by law, the District agrees to indemnify and hold harmless the Nassau BOCES, its board members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses, costs, damages and expenses (including but not limited to reasonable attorneys' fees and disbursements) arising from any claims, dispute or causes of action of whatever nature arising in whole or in part from the negligent or intentional misconduct of the District respecting the performance of the services to be provided by the District pursuant to the terms of the within Agreement, or the action of, or the failure to act by the District, the District's representatives or employees, or anyone for whose acts the District may be liable
14. The District shall agree to make its students' grades and Regents scores available to Nassau BOCES for purposes of curriculum development and other related and appropriate purposes.
15. The District is retained by Nassau BOCES only for the purposes and to the extent set forth in this Agreement. Lawrence's relationship to Nassau BOCES is solely that of an independent contractor during the term of the within Agreement. All

employees of the District shall be deemed employees of the District for all purposes and the District alone shall be responsible for their work, personal conduct, direction, compensation and for payment of all employment and other taxes in relation thereto. The District acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of Nassau BOCES.

C. Compensation:

1. The District will pay Nassau BOCES \$130,000.00 per year for running this CTE course in the high school subject to any adjustments in payment in accordance with paragraph A. (17) of the within agreement.

D. ADDITIONAL TERMS AND CONDITIONS

1. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Lawrence Union Free School District
195 Broadway
Lawrence, New York, 11559

Nassau BOCES
71 Clinton Road, P.O. Box 9195
Garden City, New York, 11530

2. **INSURANCE REQUIREMENTS:** Both parties shall maintain the insurance set forth in Appendix A.
3. **SAFEGUARDING INFORMATION:** Neither party will use or disclose any information concerning the services to be performed pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.
4. **CONFIDENTIALITY:**
 - i. Both parties agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Neither party shall use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. The

parties further agree that any information received by it, its employees, and/or agents, respectively, during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the other party, its employees, agents, clients, and/or students will be treated by the first party, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

- ii. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- iii. **"Confidential Information"** shall include all information, written or oral, disclosed, directly or indirectly, whether or not prepared by the Disclosing Party, through any means of communication or observation, by the Disclosing Party, or any of its affiliates, representatives, employees, agents, clients and/or students to, or for the benefit of, the Disclosing Party. Confidential Information means information that the Disclosing Party desires to maintain as confidential or secret, which is supplied or provided to any other Party, including but not limited to, information about Disclosing Party, its employees, agents, clients and/or students, such as: any and all personally identifiable information, including, but not limited to, information that can be used to distinguish or trace an individual's identity (either alone or together with other personal information), such as their name, Social Security Number, biometric records (such as fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics and handwriting), place of birth, mother's maiden name, employment histories, credit histories or personal references of applicants for employment, medical or personal records (including, but not limited to, disabilities, recovering substance abuse conditions, medical information including AIDS/HIV), information contained in a worker's compensation record, students' directory information (including, but not limited to, a student's name, address, parents', guardians' and or families' address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, and the most

recent educational agency or institution attended, identification numbers, user ID's, personal identification numbers), and any other information disclosed to a party in confidence pertaining to the Disclosing Party, its employees, agents, clients and/or students.

- iv. Both parties will comply with all District policies and State, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy.
5. **DISCRIMINATION PROHIBITED:** Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
6. **CONSTRUCTION OF PROVISIONS:** If any one or more of the provisions contained in this Agreement are held to be excessively broad as to duration, scope, activity or subject, then such provisions will be construed by limiting and reducing them so that they are enforceable to the fullest extent permitted by law.
7. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of the parties.
8. **ASSIGNMENT OF AGREEMENT:** Neither party shall assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.
9. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
10. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or

proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

11. **TERMINATION**: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Nassau BOCES for services rendered. Neither party will incur any additional expenses upon receipt of notification that services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. Further, this Agreement may be terminated by either party in the event of a material breach by the other party, upon (3) days written notice.
12. **EXTENSION OF AGREEMENT**: The term of this Agreement may be extended annually, upon mutual agreement of the parties in writing.
13. **NON-WAIVER**: No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
14. **ENTIRE AGREEMENT**: This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.
15. **MODIFICATION**: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
16. **THIRD-PARTY BENEFICIARIES**: There are no third-party beneficiaries of or in this Agreement, other than NYSIR.

17. **IRAN DIVESTMENT CERTIFICATION:** By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant to New York State Finance Law § 165-a (3)(b).

18. **TERM:** The term of the within agreement shall be from September 1, 2018 to June 30, 2018.

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

LAWRENCE UNION FREE SCHOOL DISTRICT

Date: _____

By: _____

Name: _____

Title: _____

Ann Pedersen
Ann Pedersen
superintendent of schools

BOARD OF COOPERATIVE EDUCATIONAL
 SERVICES OF NASSAU COUNTY

Date: _____

By: _____

Name: Dr. Robert Dillon

Title: District Superintendent of Schools

Date: _____

Murray Forman
Murray Forman
BOE President

APPENDIX A INSURANCE REQUIREMENTS

- **Commercial General Liability Insurance:** \$1,000,000 per occurrence/\$3,000,000 aggregate (must include coverage for sexual misconduct).
- **Workers' Compensation and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the State. The form may be completed and submitted directly online to the Workers Compensation Board:

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- **Professional Errors and Omissions Insurance:** \$2,000,000 per occurrence/ \$3,000,000 aggregate for the professional acts of Nassau BOCES performed under this Agreement for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two calendar years following the completion of work.
- **Excess Insurance:** \$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Both parties agree to indemnify and hold the other harmless for any applicable deductibles and self-insured retentions, to the extent not covered by the applicable policy.

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

Both parties acknowledge that failure to obtain the foregoing insurance constitutes a material breach of contract. The respective parties must provide the other with satisfactory proof that the above requirements have been met, prior to the commencement of the services to be provided hereunder. The failure of a party to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the other party. Upon request, both parties will provide the other party with a copy of the applicable insurance policies including any endorsements, modifications, or exclusions thereto.

Both parties are members/owners of the New York Schools Insurance Reciprocal ("NYSIR"). The parties acknowledge that the procurement of that insurance as required herein is intended to benefit not only the other party, but also NYSIR as the respective party's insurer.

Dr. Andrew Singer

This agreement is entered into this **First day of July 2017** by and between the Board of Education of Lawrence Union Free School District (Lawrence) and **Dr. Andrew Singer**, EIN _____ herein called the Independent Contractor (Consultant).

Whereas Lawrence Public Schools has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, Lawrence Public Schools hereby agrees to pay **\$700.00 per evaluation and reports** to the Consultant for the performance of said services during the period from **July 2017**, through **June 2018** or at the discretion of the Board of Education. Generally, these payable-consulting services will include, but will not be limited, to the following: **Psychiatric services, evaluations and reports.**

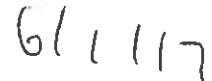
In performing the above services, it is understood that:

1. The Consultant will be engaged as an Independent Contractor, and therefore, solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc.
3. The Consultant will submit claim forms to the project coordinator on a **monthly** basis to be countersigned that will not exceed the total contract price for the services rendered, payment shall be made by Lawrence within 60 days of approval of each claim form.
4. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
5. Lawrence, in accordance with federal and state requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the federal government for all individuals having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
6. Each party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.
7. This contract and any amendments to this contract will not be in effect until approved by the Board of Education and the Office of Personnel or the authorized signatory of the Lawrence Union Free School District and accompanied by a valid purchase order.
8. Providers must work the school calendar days of the school in which they provide the service.
9. The Consultant must be certified by the New York State Department of Education and hold a current certification in the area that they are providing service.
10. The Consultant must maintain the confidentiality of students' personally identifiable information.


11. The Consultant must deliver to the Lawrence School District supervisor or his/her designee, copies of all reports, progress notes, charts or other documentation relative to the provision of services to the students.
12. The Consultant must maintain communication with the Lawrence School District to keep them apprised of student progress.
13. The Consultant must comply with all State, Federal and local requirements in the discharge of their duties.
14. The Consultant must agree to attend one monthly meeting, without fee compensation.



Consultant Signature – Dr. Andrew Singer



Date


Superintendent – Dr. Ann Pedersen
Date

BOE President – Murray Forman

Date

Enclosure
IV.B.2
04/16/2018

LAWRENCE PUBLIC SCHOOLS
SCHEDULE OF RESIGNATIONS
CIVIL SERVICE

<u>NAME</u>	<u>POSITION</u>	<u>DATE EFFECTIVE</u>	<u>DATE SUBMITTED</u>
Robinson, Mary	Teacher Aide	03/20/2018	03/16/2018

SCHEDULE APPROVED:

SIGNATURE _____
District Clerk

Enclosure
IV.F.1a
4/16/2018

LAWRENCE PUBLIC SCHOOLS
SCHEDULE OF CHANGE OF EMPLOYMENT STATUS
PROFESSIONAL STAFF

<u>Name</u>	<u>Location/Position</u>	<u>Status Change</u>	<u>Effective Date</u>	<u>Tenure Date</u>	<u>Salary/Step</u>
Sabio, Lorraine	HS/Foreign Language	Probationary Regular Substitute	2/09/2018	*2/09/2021	\$59,354 pro-rated (Step 1 Masters Schedule LTA 2017/18)

*change of tenure date

SCHEDULE APPROVED:

DATE: _____

SIGNATURE: _____
District Clerk

Enclosure
IV.F.I.C
4/16/2018

LAWRENCE PUBLIC SCHOOLS
APPROVED CERTIFICATED SUBSTITUTES

SUBSTITUTE:

NAME

CERTIFICATION

Carey, Christina R.

Physical Education/Health

UNCERTIFIED SUBSTITUTES:

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

DATE: _____

SIGNED: _____

District Clerk

Enclosure
04/16/2018
IV.F.2

LAWRENCE PUBLIC SCHOOLS
SCHEDULE OF CIVIL SERVICE APPOINTMENTS

NAME	ASSIGNMENT	TYPE OF APPOINTMENT	EFFECTIVE DATE FROM TO	SALARY STEP	SALARY
Miele, Lia	Teacher Aide	part-time	04/17/2018	1	\$\$13.39

APPROVED: DATE _____ SIGNATURE: _____
DISTRICT CLERK

ENCLOSURE
IV.G.1.
4/16/2018

EXTRA COMPENSATION SCHEDULE

HIGH SCHOOL	ACTIVITY	AMOUNT
McQuillan, Patrick	Varsity Golf Coach	\$3,792.00
LES		
Cromartie, Gilynn	Art Club	\$1,824.00

DATE_____

SIGNATURE_____

District Clerk

2018-19 Property Tax Report Card

280215 - LAWRENCE UFSD			
Contact Person:	Jeremy Feder	Budgeted 2017-18 (A)	Proposed Budget 2018-19 (B)
Telephone Number:	295-7066		
Total Budgeted Amount, not Including Separate Propositions		100,783,090	102,449,281
A. Proposed Tax Levy to Support the Total Budgeted Amount ¹		85,593,836	86,156,721
B. Tax Levy to Support Library Debt, if Applicable		0	0
C. Tax Levy for Non-Excludable Propositions, if Applicable ²		0	0
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy, if Applicable		0	0
E. Total Proposed School Year Tax Levy (A + B + C - D)		85,593,836	86,156,721
F. Permissible Exclusions to the School Tax Levy Limit		0	0
G. School Tax Levy Limit , <u>Excluding</u> Levy for Permissible Exclusions ³		85,593,836	86,156,721
H. Total Proposed School Year Tax Levy, <u>Excluding</u> Levy to Support Library Debt and/or Permissible Exclusions (E - B - F + D)		85,593,836	86,156,721
I. Difference: (G - H); (negative value requires 60.0% voter approval) ²		0	0
Public School Enrollment		2,765	2,728
Consumer Price Index			2.13%




¹ Include any prior year reserve for excess tax levy, including interest.

² Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the School Tax Levy Limit and may affect voter approval requirement

³ For 2018-19, includes any carryover from 2017-18 and excludes any tax levy for library debt or prior year reserve for excess tax levy, including interest.

	Actual 2017-18 (D)	Estimated 2018-19 (E)
Adjusted Restricted Fund Balance	1,812,684	1,817,744
Assigned Appropriated Fund Balance	0	0
Adjusted Unrestricted Fund Balance	4,846,891	4,100,000
Adjusted Unrestricted Fund Balance as a Percent of the Total Budget	4.81%	4.00%

Schedule of Reserve Funds

Reserve Type	3/31/18 Actual Balance	6/30/18 Estimated Ending Balance	Intended Use of the Reserve in the 2018-2019 School Year
Capital 	0	0	
Repair	0	0	
Workers' Compensation	56,581	56,739	
Unemployment Insurance	22,231	22,293	
Reserve for Tax Reduction	0	0	
Mandatory Reserve for Debt Service	0	0	
Insurance	0	0	
Property Loss 	0	0	
Liability 	0	0	
Tax Certiorari	0	0	
Reserve for Insurance Recoveries	0	0	
Employee Benefit Accrued Liability	1,128,413	1,131,562	
Retirement Contribution	605,459	607,149	
Reserve for Uncollected Taxes	0	0	
Other Reserve	0	0	

* Note: Reserves with blue boxes will be allowed on the real PTRC to add rows for multiple entries, but for the purpose of this report please combine into one line.

LAWRENCE PUBLIC SCHOOLS

2018-2019 CALENDAR

1 SDD

July						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22

OCTOBER						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

21

JANUARY						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

15

APRIL						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June 24 High School Graduation

Sequence of make-up days should there be more than three (3) unexpected school closings - 6/26, 4/18, 4/26

Aug 29 Staff Devopment Day
Sept 3 Labor Day
Sept 4 First Day of School
Sept 10-11 Rosh Hashana
Sept 19 Yom Kippur

August						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

18+1

NOVEMBER						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

15

FEBRUARY						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

22

MAY						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Oct 8 Columbus Day
Nov 6 Staff Development Day
Nov 12 Veterans Day
Nov 22-23 Thanksgiving
Dec 24-Jan 1 Holiday Break

16

September						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

15

December						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

20+1

MARCH						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

17

JUNE						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

181 student + 3 SDD = 184

January 21 Martin L. King Day
Feb 18-22 Winter Break
March 12 Staff Devel. Day
April 18-26 Spring Break
May 27 Memorial Day
June 25 Last Day of School

**SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE
LAWRENCE UNION FREE SCHOOL DISTRICT AND CRAIG CAMMARATA**

AGREEMENT, Made this 16th day of April, 2018, by and between THE BOARD OF EDUCATION OF THE LAWRENCE UNION FREE SCHOOL DISTRICT (hereinafter, the "Board") and CRAIG CAMMARATA (hereinafter, the "Director of Facilities and Operations").

WITNESSETH:

WHEREAS, the Board of Education and the Director of Facilities and Operations are parties to an employment agreement dated August 28th, 2017 (hereinafter the "Employment Agreement"); and

WHEREAS, the Board previously approved certain modifications to the Employment Agreement pursuant to the First Amendment to the Agreement Between the Lawrence Union Free School District and Craig Cammarata ("First Amendment"); and

WHEREAS, the Board has approved further modifications to the Employment Agreement upon the terms and conditions set forth herein; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Director of Facilities and Operations' employment by the District.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. The Director of Facilities and Operations' annual salary shall be \$145,000.00 as of July 1, 2018 and \$147,000.00 as of July 1, 2019 and \$150,000.00 as of July 1, 2020.
2. All other provisions of the Employment Agreement shall remain in full force and effect, in accordance with the terms of the Employment Agreement.

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

**BOARD OF EDUCATION OF THE
LAWRENCE UNION FREE SCHOOL DISTRICT**

**DIRECTOR OF FACILITIES AND
OPERATIONS**

Murray Forman, Board President

Craig Cammarata