

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

Special Virtual Meeting
Monday, June 29, 2020, 6:30 PM

AGENDA

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

II. REPORTS/PRESENTATIONS

III. BUSINESS/FINANCE ITEMS

- A. Treasurer's Report – (None)
- B. Encumbrances (Over \$50,000)
 - 1. Branch Services, \$119,328.17, Lawrence Middle School renovations
 - 2. Elite Caterers of Lawrence Inc., increase purchase order to \$1,804,400.00, emergency purchase of breakfasts and lunches, National School Lunch Program and Summer Feeding Service Program
 - 3. Ocean Janitorial, increase purchase order to \$240,658.00, sanitizer supply and equipment
 - 4. Parsons Commercial, \$116,887.03, Lawrence Middle School renovations
 - 5. PC University, \$184,500.00, BenQs and mounts
- C. Bids (None)
- D. Budget Transfers Over \$25,000
 - 1. Business Office, \$117,346.00, year-end Medicare payments
- E. Contracts
 - 1. Business Contracts
 - a. ACE American Insurance Company, Storage Tank Liability Insurance Policy, 2020- 2021 school year
 - b. BookSmart, Accounting, Accounting Solutions, 2020-2021 school year
 - c. Carolyn Dowling, District Technology Consultant, \$350.00 per day, 2020-2021 school year
 - d. Edge Document Solutions, LLC, Service Agreement for the Folder-Sealer, 2020-2021 school year
 - e. Elizabeth Montalvo, District Technology Consultant, \$350.00 per day, 146 day not to exceed \$51,100.00, 2020-2021 school year
 - f. Guercio & Guercio, LLP, Special Education Counsel, Contract and Rider, 2020-2021 school year
 - g. HMB Consultants LLC, District's Child Nutrition Consultants, 2020-2021 school year
 - h. Health Source Group, 2020 Summer School Matrons
 - i. Health Source Group, 2020-2021 Nurses, Therapist, Social Workers, Psychologists, Matrons and Paraprofessionals
 - j. Health Source Group, 2020-2021 Matrons
 - k. Manhasset UFSD, Health & Welfare Services, \$1,158.62 per student, 2019-2020 school year
 - l. McKinney-Vento, NYSED Grant, July 2019-June 2022 school years
 - m. Nawrocki Smith LLP, CPA & Business Consultants, see attached, 2020-2021 school year
 - n. NYSIR, School Insurance Reciprocal, 2020-2021 school year

- o. Partners in Inclusivity, Inc., Consulting Services & Learning Library for homeless students Grant, \$36,850.00 September 2019-August 2020
- p. RJ Painting, Inc., Proposal #90407 Contract Bid, LMS location, 2020-2021 year
- q. Seneca Consulting Group, Affordable Care Act, 2020-2021 school year
- r. SMART School Investment Plan, Bond Act, District Allocation \$1,011,678.00, 2020-2021 school year
- s. Textbook Central, Centralized Textbook Distribution Services, 2020-2021 school year
- t. Whitsons School Nutrition Corp, NYSED Food Service Extension, 2020-2021 school year
- 2. Curriculum/PPS Contracts
 - a. Brookville Center for Children's Services, Inc., tuition for 2020-2021 school year
 - b. Full Care, Inc., nursing services for 2020-2021 school year
 - c. Little Flower UFSD, tuition for 2019-2020 school year
 - d. New York Therapy Placement Services, Inc., related services 2020-2021 school year
 - e. US Medical Staffing, nursing services for 2020-2021 school year

IV. PERSONNEL ITEMS

- A. Retirements (None)
- B. Resignations (None)
- C. Discontinuance of Employment (None)
- D. Leave Of Absence (None)
- E. Tenure ([Enclosure](#))
- F. Appointments
 - 1. Professional Staff ([Enclosure](#))
 - 2. Civil Service Staff ([Enclosure](#))
- G. Extra Compensation (None)

V. ADMINISTRATIVE ITEMS

- A. Resolution – Grade Reconfiguration

RESOLVED, whereas the Lawrence Union Free School District had its application approved by the NY State Education Department with Kindergarten student registration in the 2020-2021 school year at the Early Childhood Center #4 School thus giving the Early Childhood Center #4 School a configuration of Kindergarten commencing with the 2020-2021 school year; and

WHEREAS, 3rd Grade Registration in the 2020-2021 school year moving to the Lawrence Primary #2 School thus giving the Lawrence Primary #2 School a configuration of grades 1-3 commencing with the 2020-2021 school year; and

WHEREAS, 6th grade registration in the 2020-2021 school year moving to the Lawrence Elementary School-Broadway Campus thus giving the Lawrence Elementary School-Broadway Campus a configuration of grades 4-6 and the Lawrence Middle School a configuration of grades 7 and 8 commencing with the 2020-2021 school year; and

WHEREAS, the Board of Education recognizes and proposes grade level reconfiguration at the Early Childhood Center #4 School, Lawrence Primary #2 School, Lawrence Elementary School-Broadway Campus, and Lawrence Middle School to best address density, academic continuity, and the social emotional needs arising from COVID-19.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Lawrence Union Free School District as follows:

1. The Superintendent is directed to take all steps necessary to submit an application to the NY State Education Department to modify the registrations of the district's current Early Childhood Center #4 School, Lawrence Primary #2 School, Lawrence Elementary School-Broadway Campus, and Lawrence Middle School buildings to begin the reorganization of the various grades in the district.
2. That Kindergarten be registered to Early Childhood Center #4 School for the 2020-2021 school year; and 3rd Grade be registered to the Lawrence Primary #2 School for the 2020-2021 school year; and 6th Grade be registered to the Lawrence Elementary School-Broadway Campus for the 2020-2021 school year.
3. Thus, giving Early Childhood Center #4 School a Kindergarten grade configuration, Lawrence Primary #2 School a 1-3 grade configuration, Lawrence Elementary School-Broadway Campus 4-6 grade configuration and Lawrence Middle School a 7-8 grade configuration for the 2020-2021 school year.

B. ASBO – Federal Funds Procedural Manual - June 2020 ([Enclosure](#))

C. District Wide Safety Plan 2020-2021 ([Enclosure](#))
There will be a 30 day public comment period. Any comments can be emailed to FAQ@lawrence.k12.ny.us.

D. Organizational Meeting Date Rescheduled

BE IT RESOLVED, that the Board of Education of the Lawrence Union Free School District, after careful consideration of many factors, hereby changes the Organizational Meeting date to Tuesday, July 14, 2020 remaining within the required timeframe established by NY Education Law §1707(2).

E. First Revision of Policy # 5500-E6 - Parents' Bill of Rights for Data Privacy and Security ([Enclosure](#))

F. Resolution for Food Services Position

RESOLVED, upon the recommendation of the Superintendent of Schools, that the following administrative title and position be and is hereby created: one (1) "Summer Food Services Program Administrator and Site Monitor"; and

FURTHER RESOLVED, that Jeremy Feder be appointed to said position for the period July 1, 2020 through August 31, 2020 at a stipend of \$0.15 per meal.

VI. INFORMATIONAL ITEMS ([Enclosures](#))

- A. Warrant's 17-24
- B. Budget Summary by Function – February 2020, March 2020, April 2020
- C. Revenue Status Report – February 2020, March 2020, April 2020
- D. Extra Classroom Activity Funds
 1. High School - February 2020, March 2020, April 2020
 2. Middle School - February 2020, March 2020, April 2020
- E. CSE/CPSE Confidential Recommendations (None)
- F. Bank Reconciliations (None)

VII. ADJOURNMENT

Next scheduled Board Meeting – Organizational Meeting, Tuesday, July 14, 2020, 8:00PM

Enclosure III. B.1.
Regular Meeting
June 29, 2020

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

2201425

Page 1 of 1

DATE: 6/24/2020
VENDOR #: 288
REQUISITION #: 5080

VENDOR PHONE: 6315637300
VENDOR FAX: 6315637389

REQUESTOR: Bowers, Kathy

ORDER TO:

BRANCH SERVICES
2099 - 9th Avenue
RONKONKOMA, NY 11779

SHIP TO:

Lawrence High School
2 Reilly Road
Cedarhurst, NY 11516

Attn: Lance McAllister

Other: LMS ROOMS

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 PR	LMS ROOMS 227-230, 232, 236, 328 & 347	119,328.1700			119,328.17
Total:					119,328.17

INSTRUCTIONS TO VENDOR

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

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

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

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

Marie Elliott

Purchasing Agent

Enclosure III. B.2.
Regular Meeting
June 29, 2020

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

2201387

Page 1 of 1

DATE: 6/2/2020
VENDOR #: 3292
REQUISITION #: 5041

VENDOR PHONE:
VENDOR FAX:

REQUESTOR: Spoagis, Margaret

ORDER TO:

Elite Caterers of Lawrence Inc.
433 Doughty Blvd.
Inwood, NY 11095

SHIP TO:

Lawrence High School
2 Reilly Road
Cedarhurst, NY 11516

Other: Emergency Meal contract

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	Breakfasts & Lunches	400.0000			400.00
	** Change Order: Increase PO				4,000.00
	** Change Order: Increase PO				400,000.00
	** Change Order: Increase PO				1,400,000.00
Total:					1,804,400.00

INSTRUCTIONS TO VENDOR

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

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

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

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

Marie Elliott

Purchasing Agent

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

2200369

Page 1 of 1

DATE: 8/12/2019
VENDOR #: 1753
REQUISITION #: 3971

VENDOR PHONE:
VENDOR FAX:

REQUESTOR: Johnson, Jill

ORDER TO:
OCEAN JANITORIAL SUPPLY 2775 SUNRISE HIGHWAY ISLIP TERRACE, NY 11752

SHIP TO:
Lawrence Public School-Facilities 195 Broadway Lawrence, NY 11559 Attn: Lance McAllister

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	EdData bid 9359	0.0000			0.00
1.00 EA	ENCUMBRANCE	10,000.0000			10,000.00
	** Change Order: Buckeye Symmetry Stand B063-539; Symmetry Disp Black B063-51; Symmetry Saniz/Foan B063-53				136,258.00
	** Change Order: EMIST X360 SPRAYER HANDHELD E099 (12)				21,900.00
	** Change Order: Increase PO				3,000.00
	** Change Order: Increase PO				6,000.00
	** Change Order: Increase PO				7,500.00
	** Change Order: Increase PO				56,000.00
Total:					240,658.00

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
June 29, 2020

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

2201424

Page 1 of 1

DATE: 6/24/2020
VENDOR #: 1789
REQUISITION #: 5077

VENDOR PHONE:
VENDOR FAX:

REQUESTOR: Bowers, Kathy

ORDER TO:

Parsons Commercial LLC
665 Commercial Ave..
Garden City, NY 11530

SHIP TO:

Lawrence High School
2 Reilly Road
Cedarhurst, NY 11516

Attn: Lance McAllister

Other: LAWRENCE MIDDLE SCHOOL

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

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

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00	LMS - ROOMS, 230,229,228,227,232,333,300,327,239 & 328	89,012.4100			89,012.41
1.00	WRESTLING ROOM ONLY	27,874.6200			27,874.62
Total:					116,887.03

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 III, B.5.
Regular Meeting
June 29, 2020

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

2201419

Page 1 of 1

DATE: 6/19/2020
VENDOR #: 1818
REQUISITION #: 5072

VENDOR PHONE: 5165961500
VENDOR FAX:

REQUESTOR: Bowers, Kathy

ORDER TO:

PC UNIVERSITY
99 WEST HAWTHORNE AVE.
SUITE 521
VALLEY STREAM, NY 11580

SHIP TO:

Lawrence Middle School
195 Broadway
Lawrence, NY 11559

Attn: Technology Department

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
38.00 EA	BenQ RP7501K 75" Class LED display - interactive with touchscreen/NPC reader/writer - 4K UHD D-LED Backlight	2,200 0000			83,600.00
20.00 EA	TRUTOUCH Over-the-Board Mount ** Change Order: BenQ RP7501K 75 @ \$2200 TRUTOUCH Over-the-Board Mount 75 @260 ** Change Order: Liquidate PO	260 0000			5,200.00 96,300.00 -600.00
Total:					184,500.00

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

rence Union Free School District
UDGET TRANSFER REQUEST

6/9/2020

Requ Chanchal Kumar

Transfer TO

Budget Code: A9060800009003 AMT \$ 117,346.00

DESCRIPTION: MEDICARE RETIREE PYMTS

Budget Code: AMT

DESCRIPTION:

DESCRIPTION:

Budget Code: AMT

DESCRIPTION:

Transfer FROM

Budget Code: A9060800009002 AMT \$ 117,346.00

DESCRIPTION: Health Insurance

Budget Code: AMT

DESCRIPTION:

Budget Code: AMT

DESCRIPTION:

Budget Code: AMT

DESCRIPTION:

Transfer Justification

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

Transfer to fund the year end Medicare Payments to retirees medical

Supervisor' Signature

Date:

Business Office Approval

Date:

Superintendent's Approval

Date:

Business Office Use Only

Verification of Funds:

BOE Action:

Transfer date:

LAWRENCE UFSD

Budget Transfer Query For 6/9/2020



Reference #	Date	Transfer Explanation	Account	Detail Description	Debits	Credits
117	06/09/2020	Medicare fund for year end Retirees	A 9060.800-00-9003	To fund the year end medicare warrant	0.00	117,346.00
			A 9060.800-00-9002		117,346.00	0.00
Transfer Totals:					117,346.00	117,346.00
Grand Totals:					117,346.00	117,346.00

LIMITS OF LIABILITY	DEDUCTIBLE AMOUNT	TERM (YEARS)	PREMIUM	TRIA PREMIUM*
\$1,000,000 Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs) \$2,000,000 Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents \$1,000,000 Aggregate Limit of Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents \$3,000,000 Total Policy Aggregate Limit of Liability for all Storage Tank Incidents	\$10,000 Per Storage Tank Incident	1	\$6,388 *Excluding TRIA*	\$319

The premium in this quote includes commission in an amount equal to 17.50% of such premium.

COMMISSION: 17.50%

***THE OPTIONAL TERRORISM RISK INSURANCE ACT (TRIA) PREMIUM AS QUOTED ABOVE IS THE ADDITIONAL PREMIUM THAT WILL BE INCLUDED IN THE TOTAL PREMIUM FOR THIS POLICY IF TRIA COVERAGE IS ELECTED. THIS CHARGE IS FOR TRIA COVERAGE PER THE ATTACHED DISCLOSURE LETTER. WE MUST RECEIVE A SIGNED COPY OF THE ATTACHED DISCLOSURE LETTER INDICATING THAT TRIA COVERAGE HAS BEEN ACCEPTED OR DECLINED.**

TERMS & CONDITIONS	
Covered Storage Tanks:	AS PER THE ATTACHED SCHEDULE
Policy Form:	PF-31181 (10/10) Tanksafe Policy Form (US) 10.2010 <u>As per policy form, known conditions under this policy are not covered.</u>
Additional Terms and Conditions:	- Premium is 0 % Minimum-Earned as of inception of the Policy - ALL-23445b (07/13) Policyholder Notice Commercial Lines Deregulation New York - PF-31172 (09/10) Financial Responsibility Condition - PF-31174 (09/10) Loading And Unloading Coverage (Time Element) - PF-31164 (09/10) Schedule of Covered Storage Tanks - ALL-21101 (11/06) Trade Or Economic Sanctions Endorsement - PF-52650 (09/19) NYFTZ Amendatory Endorsement - CC-1K11i (02/18) Signatures - ALL-20887a (03/16) Chubb Producer Compensation Practices & Policies - ILP 001 01 04 U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
TRIA Forms:	IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER FOR THE ADDITIONAL PREMIUM NOTED ABOVE, THE FOLLOWING ENDORSEMENTS WILL APPLY: - PF-23728a (01/15) Terrorism Risk Insurance Act Endorsement - TRIA11c (01/15) Disclosure Pursuant To Terrorism Risk Insurance Act IF THE INSURED ELECTS TO DECLINE TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER, THE FOLLOWING ENDORSEMENTS WILL APPLY: - TRIA24 (01/15) Policyholder Disclosure Notice of Terrorism Insurance Coverage

Value-Added Services	Chubb Environmental is committed to developing long-term relationships with our valued insureds. It is our philosophy to partner with our insureds and become an extension of their risk management team, in an effort to enhance the environmental risk management culture within their organization. Working with our insured's risk management team, Chubb Environmental will utilize Environmental Incident Alert, in addition to ESIS Health, Safety and Environmental Services, a Chubb loss control subsidiary, to customize and deliver quality environmental engineering risk control services focused on helping them minimize potential loss exposures. Environmental Incident Alert is a complimentary program developed to assist Chubb Environmental clients find and dispatch qualified incident response contractors, monitor cleanup costs (in real time) and mitigate potential liabilities associated with environmental releases.
-----------------------------	---

ALL TERMS, CONDITIONS, AND PRICING ARE SUBJECT TO RECEIPT, REVIEW, AND APPROVAL OF THE FOLLOWING, PRIOR TO BINDING:

1. Completed, signed Policyholder Disclosure Notice of Terrorism Insurance Coverage form, prior to binding (attached)

Policy Form	PF-31181 (10/10) Tanksafe Policy Form (US) 10.2010 This quotation contemplates the use of Chubb forms, issued on the paper indicated above in this document. All terms and conditions are per those forms and endorsements unless otherwise noted herein.
OFAC	OFAC NOTICE: The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous Foreign agents, Front organizations, Terrorists, Terrorist organizations, and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac . In accordance with OFAC regulations, if it is determined that you or any other proposed named insured has violated U.S. sanctions law or is a Specially Designated National or Blocked Person, as identified by OFAC, we reserve the right to withdraw this quote at any time prior to binding.
TRIA	TRIA NOTICE: Presently, the Terrorism Risk Insurance Act ("TRIA") expires on 12/31/20. The premium quoted above includes a separate premium charge for terrorism coverage over the entire Policy Period. In the unlikely event that you elect to receive TRIA coverage and it is not renewed before 12/31/20, or TRIA otherwise expires at some point during the Policy Period, we will refund the unearned portion of our TRIA premium to you on a pro-rata basis. In the event that new legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on 12/31/20, the Chubb Companies reserve the right to re-price and tailor TRIA coverage to conform with the statutory requirements and risks presented in the new legislation.
FATCA	The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx .
Disclaimer	Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued. The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer. This quotation has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this quotation.
Premium Payment	~~IN THE EVENT COVERAGE IS BOUND, THE PREMIUM INDICATED ABOVE MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS FROM THE DATE OF THE INVOICE AS OUTLINED ON YOUR AGENCY'S MONTHLY STATEMENT BILL.~~
eDelivery	Acceptance of this quote indicates the insured's consent to accept delivery of the policy by electronic means, including delivery of the policy as an e-mail attachment. We will deliver the policy to the email address shown above. If the insured would like to withdraw their consent to electronic delivery and exclusively receive a printed paper copy of the policy, please contact the undersigned.
Quotation Expiration	THIS BINDABLE QUOTATION SHALL EXPIRE AT 5:00 pm E.S.T. on: 07/01/2020

Thank you for the opportunity to quote on this risk. For underwriting questions or concerns, please contact Benjamin Volin-

Kelder at 215-640-5517 (phone) or Benjamin.Volin-Kelder@chubb.com (email).

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

☐	I hereby elect to purchase terrorism coverage for a prospective premium of \$319
☐	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

ACE American Insurance Company
Insurance Company

Print Name

G20584439 018

Policy Number

Date

CHUBB®

**Policyholder Notice
Commercial Lines Deregulation
New York**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

CLASS CODE 2-14055

ACE American Insurance Company
Philadelphia, Pennsylvania

TANKSAFE®

Storage Tank Liability Insurance Policy

DECLARATIONS

This Policy is issued by the stock insurance company listed above (hereinafter *the Insurer*).

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

Policy No.: UST G20584439 018		Renewal of: G20584439 017
Item 1. First Named Insured: Lawrence UFSD		
Principal Address: 477 P.O. Box Lawrence, New York 11559		
Item 2. Policy Period: From 12:01 A.M. on 07/01/2020 to 12:01 A.M. on 07/01/2021 (Local time at the address shown in Item 1.)		
Item 3. Retroactive Date: As Per PF-31164		
Item 4. Limits of Liability:		
a. \$ 1,000,000	Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)	
b. \$ 2,000,000	Aggregate Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents	
c. \$ 1,000,000	Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents	
d. \$ 3,000,000	<u>Total Policy Aggregate Limit of Liability for all Storage Tank Incidents</u>	
Item 5. Deductible: \$ 10,000		Per Storage Tank Incident
Item 6. Premium:		\$ 6,707
Total Premium		\$ 6,388
*This premium shall be 0 % minimum-earned as of the inception date of the policy identified in Item 2., above.		

Item 7. Notice to Insurer:

a. Notice of Claim or Storage Tank Incident:

Chubb Environmental Claims Manager
Chubb USA Claims
P.O. Box 5103
Scranton, PA 18505-0510
Fax: (866) 635-5687

First Notice Fax: (800) 951-4119
First Notice Email:
CasualtyRiskEnvironmentalFirstNotice@chubb.com

b. All Other Notices:

Environmental Underwriting Officer
Chubb Environmental
P.O. Box 1000
436 Walnut Street – WA 07A
Philadelphia, PA 19106

Item 8. Schedule of Covered Underground Storage Tanks:
As Per PF-31164

Item 9. Schedule of Covered Aboveground Storage Tanks:
Not Applicable

Item 10. Producer Name and Address: Willis Of New Jersey Inc
150 John F Kennedy Parkway
Suite 520
Short Hills, New Jersey 07078

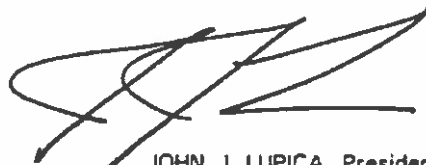
Policy Form No. PF-31181 (10/10) TankSafe® Storage Tank Liability Insurance Policy

Endorsements and Notices Attached at Policy Issuance:

Endorsement Number:	Form Number:	Form Name:
	ALL-23445b (07/13)	Policyholder Notice Commercial Lines Deregulation New York
001	PF-31172 (09/10)	Financial Responsibility Condition
002	PF-31174 (09/10)	Loading And Unloading Coverage (Time Element)
003	PF-31164 (09/10)	Schedule of Covered Storage Tanks
004	TRIA11c (01/15)	Disclosure Pursuant To Terrorism Risk Insurance Act
005	PF-23728a (01/15)	Terrorism Risk Insurance Act Endorsement
006	ALL-21101 (11/06)	Trade Or Economic Sanctions Endorsement
007	PF-52650 (09/19)	NYFTZ Amendatory Endorsement
008	CC-1K11i (02/18)	Signatures
	TRIA24 (01/15)	Policyholder Disclosure Notice of Terrorism Insurance Coverage
	ALL-20887a (03/16)	Chubb Producer Compensation Practices & Policies
	ILP 001 01 04	U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.

DATE: 07/01/2020
MO/DAY/YR.



JOHN J. LUPICA, President

AUTHORIZED REPRESENTATIVE



TANKSAFE®

**Storage Tank Liability
Insurance Policy**

This Policy is issued by the stock insurance company identified in the Declarations (hereinafter *the Insurer*).

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

Throughout this Policy the words *the Insurer* shall refer to the stock insurance company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section IV., **DEFINITIONS**, of this Policy.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions, and limitations of this Policy, the Insurer agrees to provide insurance coverage to the "insured" as described herein.

I. INSURING AGREEMENTS

The Insurer agrees to pay on behalf of the "insured" for:

A. THIRD-PARTY CLAIMS AND FIRST PARTY REMEDIATION COSTS (Coverage A.)

"Claims" and "remediation costs", in excess of the deductible amount identified in Item 5. of the Declarations to this Policy, arising out of a "storage tank incident", provided that the "claim" is first made, or the "insured" first discovers the "storage tank incident", during the "policy period". Any such "claim" must be reported to the Insurer, in writing, during the "policy period" or any applicable "extended reporting period". Any such discovery of a "storage tank incident" must be reported to the Insurer, in writing, during the "policy period".

The coverage afforded pursuant to this Coverage A. only applies to "storage tank incidents" that first commence on or after the Retroactive Date, if any, identified in Item 3. of the Declarations and before the end of the "policy period". If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the "storage tank incident" must first commence during the "policy period".

B. LEGAL DEFENSE EXPENSES (Coverage B.)

"Legal defense expense", in excess of the deductible amount identified in Item 5. of the Declarations to this Policy, necessarily incurred to respond to a "claim" pursuant to Coverage A., above, to which this insurance applies.

II. LIMITS OF LIABILITY AND DEDUCTIBLE

- A. The Insurer's obligation to pay for "claims", "remediation costs" and "legal defense expenses" shall be reduced by the deductible amount identified in Item 5. of the Declarations to this Policy. If the sum of the "claim" or "remediation costs" is less than the Per Storage Tank Incident Limit of Liability identified in Item 4.a. of the Declarations, the Insurer may pay all or part of the deductible amount to effect settlement of any "claim". Upon notification of the Insurer's payment of such deductible amount, the "first named insured" shall promptly reimburse the Insurer for the deductible amount that the Insurer has paid on its behalf.
- B. One deductible shall apply to all "claims", "remediation costs" and "legal defense expenses" arising from the same, continuous, repeated, or related "storage tank incident".
- C. With respect to Coverage A., and subject to Subsections D. and F., below, the most the Insurer shall pay for all "claims" and "remediation costs" arising out of the same, continuous, repeated, or related "storage tank incident" is the Per Storage Tank Incident Limit of Liability identified in Item 4.a. of the Declarations to this Policy.
- D. With respect to Coverage A., and subject to Subsection F., below, the Aggregate Limit of Liability identified in Item 4.b of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for all "claims" and "remediation costs" arising out of all "storage tank incidents" to which this insurance applies.
- E. With respect to Coverage B., and Subject to Subsection F., below, the Aggregate Limit of Liability identified in Item 4.c. of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for "legal defense expense" necessarily incurred to respond to all "claims" arising out of all "storage tank incidents" to which this insurance applies.
- F. The Total Policy Aggregate Limit of Liability identified in Item 4.d. of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy with respect to all "claims", "remediation costs" and "legal defense expense" arising out of all "storage tank incidents" to which Coverages A. and B. of this insurance apply.
- G. If the Insurer or an affiliate has issued claims-made liability coverage for a "covered underground storage tank" or a "covered aboveground storage tank" in one or more policy periods, and a "storage tank incident" is first discovered and reported to the Insurer in accordance with the terms and conditions of this Policy, then:
 - 1. All such continuous, repeated, or related "storage tank incidents" that are subsequently reported to the Insurer during later policy periods shall be deemed to be one "storage tank incident" discovered during this "policy period"; and
 - 2. All "claims" arising out of a "storage tank incident" that was discovered during this "policy period", including any continuous, repeated, or related "storage tank incident", shall be deemed to have been first made and reported during this "policy period",and no other policy shall respond.

III. DEFENSE AND SETTLEMENT

- A. The Insurer shall have the right and, subject to the deductible obligation identified in Item 5. of the Declarations to this Policy, the duty to defend the "insured" against any "claim" to which this insurance applies. The Insurer shall have no duty to defend the "insured" against any "claim" to which this insurance does not apply. The Insurer's duty to defend ends when:

 - 1. The Limits of Liability identified in Items 4.a., 4.b. or 4.d. are exhausted or are tendered into a court of applicable jurisdiction;
 - 2. The "insured" refuses a settlement offer as provided in Subsection D., below; or
 - 3. The Limits of Liability identified in Items 4.c. are exhausted,whichever occurs first.

- B. The Insurer shall have the right to select legal counsel to represent the "insured" for the investigation, adjustment, and defense of any "claims" covered pursuant to this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the "insured"; such consent shall not be unreasonably withheld. "Legal defense expenses" incurred prior to the selection of legal counsel by the Insurer shall not be covered pursuant to this Policy, or credited against the deductible.

In the event the "insured" is entitled by law to select independent counsel to defend itself at the Insurer's expense, the attorney fees and all other litigation expenses the Insurer must pay to that counsel are limited to the rates the Insurer actually pays to counsel that the Insurer normally retains in the ordinary course of business when defending "claims" or lawsuits of similar complexity in the jurisdiction where the "claim" arose or is being defended. In addition, the "insured" and the Insurer agree that the Insurer may exercise the right to require that such counsel: 1) have certain minimum qualifications with respect to their competency, including experience in defending "claims" similar to those being asserted against the "insured"; 2) maintain suitable errors and omissions insurance coverage; 3) be located within a reasonable proximity to the jurisdiction of the "claim"; and 4) agree in writing to respond in a timely manner to the Insurer's requests for information regarding the "claim". The "insured" may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.

- C. "Legal defense expenses" reduce the Limits of Liability identified in Items 4.c. and 4.d. of the Declarations to this Policy and shall be subject to the deductible obligation.
- D. The Insurer shall present all settlement offers to the "insured". If the Insurer recommends a settlement which is acceptable to the claimants, within the Limits of Liability, and does not impose any additional unreasonable burdens on the "insured", and the "insured" refuses to consent to such settlement offer, then the Insurer's duty to defend shall end. The "insured" shall defend such "claim" independently. The Insurer's liability pursuant to this Policy shall not exceed the amount for which the "claim" could have been settled if the Insurer's recommendation had been accepted by the "insured", exclusive of the deductible obligation.

IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to "storage tank incidents" located, and "claims" made, within the United States of America.

V. DEFINITIONS

- A. **"Additional insured"** means any person or entity specifically endorsed onto this Policy as an "additional insured", if any. Such "additional insured" shall maintain only those rights pursuant to this Policy as are specified by endorsement.
- B. **"Bodily injury"** means physical injury or illness, disease, mental anguish, or emotional distress sustained by any person, including death resulting therefrom.
- C. **"Claim"** means the written assertion of a legal right received by the "insured" from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the "insured" for "bodily injury" or "property damage" arising out of a "storage tank incident".
- D. **"Corrective action costs"** means expenses necessarily incurred by an "insured" to investigate, quantify, assess, monitor, abate, remove, dispose, treat, neutralize or immobilize "storage tank incidents" to the extent required by 40 CFR Sections 280.60-280.67 and 40 CFR Section 280.72 promulgated by the Federal Environmental Protection Agency, or other "environmental law".
- E. **"Covered aboveground storage tank"** means a stationary petroleum product-containing tank, and associated piping and appurtenances connected thereto, with less than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Aboveground Storage Tanks identified in Item 9. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.
- F. **"Covered underground storage tank"** means a petroleum product-containing tank, and associated piping and appurtenances connected thereto, with more than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Underground

Storage Tanks identified in Item 8. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.

- G. **"Emergency response"** means actions taken by the "insured" to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a "storage tank incident".
 - H. **"Environmental laws"** means any federal, state, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup programs or risk-based corrective action guidance, governing the liabilities and legal obligations of the "insured" with respect to "covered aboveground storage tanks" or "covered underground storage tanks".
 - I. **"Extended reporting period"** means the additional period of time in which to report a "claim" first made against the "insured" during or subsequent to the end of the "policy period" arising from a "storage tank incident" to which this insurance applies. Such "storage tank incident" must commence on or after any applicable Retroactive Date identified in Item 3. of the Declarations to this Policy, but before the end of the "policy period". If no Retroactive Date is identified in the Declarations or any endorsement attached to this Policy, the "storage tank incident" must first commence during the "policy period".
 - J. **"First named insured"** means the person or entity as identified in Item 1. of the Declarations to this Policy. The "first named insured" is the party responsible for the payment of any premiums and the payment of any applicable deductible amounts. The "first named insured" shall also serve as the sole agent on behalf of all "insureds" with respect to the provision and receipt of notices, including notice of cancellation or non-renewal, receipt and acceptance of any endorsements or any other changes to this Policy, return of any premium, assignment of any interest pursuant to this Policy, as well as the exercise of any applicable "extended reporting period", unless any such responsibilities are otherwise designated by endorsement.
 - K. **"Government action"** means action taken or liability imposed by any federal, state, municipal or other local government agency or body acting pursuant to the authority of "environmental laws".
 - L. **"Insured"** means the "first named insured", any "named insured", any "additional insured", and any past or present director or officer of, partner in, or employee of, any "insured" while acting within the scope of his or her duties as such.
 - M. **"Legal defense expense"** means reasonable legal costs, charges, and expenses, including expert charges, incurred by the "insured" in the investigation, adjustment, or defense of a "claim".
 - N. **"Named insured"** means any person or entity specifically endorsed onto this Policy as a "named insured", if any. Such "named insured" shall maintain the same scope of coverage pursuant to this Policy as the "first named insured".
 - O. **"Natural resource damages"** means damages for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state or local government, or any Native American Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
 - P. **"Policy period"** means that period of time identified in Item 2. of the Declarations to this Policy, or any shorter period resulting from the cancellation of this Policy.
 - Q. **"Pollution condition"** means any spilling, leaking, emitting, discharging, dispersing, seeping, escaping or releasing of the contents of any "covered underground storage tank" or "covered aboveground storage tank" into surface soils, subsurface soils, surface water, sediments or groundwater.
-
- R. **"Property damage"** means:
1. Physical injury to, or destruction of, tangible property of a third-party, including all resulting loss of use of that property;
 2. Loss of use of tangible property of a third-party, that is not physically injured or destroyed;
 3. Diminished value of tangible property owned by a third-party; or
 4. "Natural resource damages".

S. "Remediation costs" means :

1. With respect to "covered aboveground storage tanks", only, reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize a "storage tank incident" to the extent required by "environmental law"; and
2. With respect to "covered underground ground storage tanks", only, "corrective action costs".

"Remediation costs" shall also include:

1. Reasonable legal cost, where such cost has been incurred by an "insured" with the written consent of the Insurer; and
2. "Replacement costs".

T. "Replacement costs" means reasonable expenses required to restore, repair or replace real property, or physical improvements thereto, damaged during the course of responding to a "storage tank incident". "Replacement costs" do not include costs associated with improvements or betterments, or any costs associated with the repair, replacement, or upgrading of any "covered underground storage tank" or "covered aboveground storage tank".

U. "Responsible insured" means any employee of a "named insured" responsible for environmental affairs, control, or compliance, and any officer of, director of, or partner in, a "named insured".

V. "Storage tank incident" means a "pollution condition" resulting from a "covered underground storage tank" or a "covered aboveground storage tank". The entirety of continuous or repeated "pollution conditions" resulting from the same "covered underground storage tank" or "covered aboveground storage tank" shall be deemed to be one "storage tank incident".

W. "Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

X. "War" means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

VI. EXCLUSIONS

This insurance does not apply to:

A. Contractual Liability

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to any liability of others assumed by an "insured" through contract or agreement, except if the liability would have attached to such "insured" in the absence of such contract or agreement.

This exclusion does not apply to those contracts identified in the Schedule of Insured Contracts endorsed to this Policy, if any.

B. Employers Liability

"Claims" for "bodily injury" to:

1. An "insured" or an employee of its parent, subsidiary or affiliate
 - a. Arising out of and in the course of employment by the "insured" or its parent, subsidiary or affiliate; or
 - b. Performing duties related to the conduct of the "named insured's" business.
2. The spouse, child, parent, brother or sister of such "insured" or employee of its parent, subsidiary or affiliate as a consequence of Paragraph 1., above.

This exclusion shall apply:

1. Whether the "insured" may be liable as an employer or in any other capacity;
2. To any obligation to share damages with or repay someone else who must pay damages because of such "bodily injury"; and
3. To all "legal defense expense" associated with such "claims".

C. Fines and Penalties

Payment of fines, penalties, punitive, exemplary or multiplied damages, or any associated "claims" seeking exclusively injunctive relief in addition to such fines, penalties or damages.

This exclusion shall apply to any "legal defense expense" associated with such fines, penalties or damages.

D. First-Party Property Damage

"Claims" or "legal defense expenses" arising out of or related to damage to real or personal property owned by, leased to, loaned to, or rented by, an "insured", or otherwise in the care, custody, or control of an "insured".

This exclusion does not apply to "remediation costs".

E. Fraud or Misrepresentation

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to fraudulent acts or material misrepresentations on the part of any "insured", which would have affected the Insurer's decision to issue this Policy pursuant to the financial terms identified in the Declarations of this Policy.

F. Known Conditions

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" in existence prior to the "policy period" and reported to a "responsible insured", but not disclosed to the Insurer in writing.

G. Insured's Internal Expenses

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to expenses incurred by an "insured" for services performed by salaried staff or employees of an "insured".

H. Intentional Non-Compliance

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to the intentional disregard of, or knowing, willful or deliberate non-compliance with, any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by a "responsible insured".

I. Lead-Based Paint and Asbestos

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to the presence of lead-based paint, asbestos, or asbestos-containing materials, in, on, or applied to any structure, including, but not limited to, a "covered underground storage tank" or "covered aboveground storage tank".

J. Nuclear Hazard

1. "Claims", "remediation costs" or "legal defense expenses":
 - a. With respect to which the "insured" pursuant to this Policy is also an "insured" pursuant to a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an "insured" pursuant to any such policy but for its termination upon exhaustion of its limits of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, pursuant to any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. "Claims", "remediation costs" or "legal defense expenses" arising out of or related to the hazardous properties of nuclear material, if:
 - a. The nuclear material
 - (1) Is at any nuclear facility owned by, or operated by or on behalf of the "insured"; or
 - (2) Has been discharged or dispersed therefrom;
 - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the "insured"; or
 - c. The "bodily injury" or "property damage" arises out of the furnishing by the "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, located within the United States of America, its territories or possessions or Canada.
3. As used in this exclusion:
 - a. Hazardous properties include radioactive, toxic, or explosive properties.
 - b. Nuclear material means source material, special nuclear material, or byproduct material.
 - c. Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 - d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
 - e. Waste means any waste material:
 - (1) Containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - (2) Resulting from the operation by any person or organization of any nuclear facility included pursuant to the first two paragraphs of the definition of nuclear facility;

- f. Nuclear facility means:
 - (1) Any nuclear reactor;
 - (2) Any equipment or device designed or used for
 - (a) Separating the isotopes of uranium or plutonium;
 - (b) Processing or utilizing spent fuel; or

(c) Handling, processing or packaging waste;

(3) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of waste;

(5) The site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

g. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

h. "Property damage" includes all forms of radioactive contamination of property.

K. Regulatory Compliance

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to any "storage tank incident" involving a "covered aboveground storage tank" or "covered underground storage tank" that was not in compliance with all applicable "environmental laws" prior to such "storage tank incident".

L. Storage Tank Contents

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to costs associated with the loss, removal, replacement, re-use, or recycling of the contents of any "covered underground storage tank" or "covered aboveground storage tank".

M. War or Terrorism

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, "war" or "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

VII. REPORTING AND COOPERATION

A. The "insured" must see to it that the Insurer receives written notice of any "claim" or "storage tank incident", as soon as possible, but in no event more than seven (7) days after a "responsible insured" first became aware of, or should have become aware of, such "claim" or "storage tank incident". Such notice shall be provided to the Insurer at the address identified in Item 7.a. of the Declarations to this Policy and should include reasonably detailed information as to:

1. The identity of the "insured", including contact information for an appropriate person to contact regarding the handling of the "claim" or "storage tank incident";
2. The identity of "covered aboveground storage tank" or "covered underground storage tank";
3. The nature of the "claim" or "storage tank incident"; and
4. Any steps undertaken by the "insured" to respond to the "claim" or "storage tank incident".

B. The "insured" must:

1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any "claim";
2. Authorize the Insurer to obtain records and other information;
3. Cooperate with the Insurer in the investigation, settlement or defense of the "claim";

4. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of "bodily injury", "property damage", "remediation costs" or "legal defense expense" to which this Policy may apply; and
 5. Provide the Insurer with such information and cooperation as it may reasonably require.
- C. No "insured" shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any "claim" without the written consent of the Insurer. Nor shall any "insured" incur any "remediation costs" without the prior express written consent of the Insurer, except in the event of an "emergency response".
- D. Upon the discovery of a "storage tank incident", the "insured" shall make every attempt to mitigate any loss and comply with applicable "environmental laws". The "insured" must cooperate with the Insurer in the selection and retention of qualified contractors or consultants. The Insurer shall have the primary responsibility, but not the duty, to select, retain, and oversee such contractors or consultants, on behalf of the "insured". Any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the deductible obligation and Limits of Liability of this Policy.

VIII. EXTENDED REPORTING PERIOD

- A. The "first named insured" shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following cancellation, as described Section IX., **GENERAL CONDITIONS**, Subsection A., or nonrenewal.
- B. "Extended reporting periods" shall not reinstate or increase the Limits of Liability. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, shall be deemed to have been made on the last day of the "policy period".
- C. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall have a one hundred and eighty (180) day basic "extended reporting period" without additional charge.
- D. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall also be entitled to purchase a supplemental "extended reporting period" of up to thirty (30) months for not more than two hundred percent (200%) of the full Premium identified in Item 6. of the Declarations to this Policy. Such supplemental "extended reporting period" starts when the basic "extended reporting period" ends. The Insurer shall issue an endorsement providing a supplemental "extended reporting period" provided that the "first named insured":
1. Makes a written request, to the address identified in Item 7.b. of the Declarations to this Policy, for such endorsement which the Insurer receives prior to the expiration of the "policy period"; and
 2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled by the Insurer, provided that all other terms and conditions of the Policy are met.

IX. GENERAL CONDITIONS

A. Cancellation

1. This Policy may be cancelled only by the "first named insured", or through the "first named insured's" agent, by mailing to the Insurer at the address identified in Item 7.b. of the Declarations to this Policy, written notice stating when such cancellation shall be effective.
2. This Policy may be cancelled by the Insurer for the following reasons:
 - a. Non-payment of premium;
 - b. Fraud or material misrepresentation on the part of any "insured; or

- c. Change in use or operation of a "covered underground storage tank" or "covered aboveground storage tank" from the use contemplated in the Application and supporting materials that materially increases the likelihood of "claims" or "storage tank incidents",

by mailing to the "first named insured" at the "first named insured's" last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".

Subparagraph 2.b., herein, shall apply only to that "insured" that engages in the fraud or misrepresentation, or any other "insured" who is a parent corporation, subsidiary, employer of, or otherwise affiliated by ownership with, such "insured".

3. In the event of cancellation, the premium percentage identified in Item 6. of the Declarations to this Policy shall be the minimum-earned premium upon the inception date of this Policy. Thereafter, the remaining unearned premium, if any, shall be deemed earned by the Insurer on a *pro rata* basis over the remainder of the "policy period". Any unearned premium amounts due the "first named insured" upon cancellation of this Policy shall be calculated on a *pro rata* basis and refunded within thirty (30) days of the effective date of cancellation.

B. Inspection and Audit

To the extent of the "insured's" ability to provide such access, and with reasonable notice to the "insured", the Insurer shall be permitted, but not obligated, to inspect any "covered aboveground storage tank" or "covered underground storage tank". The "insured" shall have the concurrent right to collect split samples. Neither the Insurer's right to make inspections, the making of said inspections, nor any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the "insured" or others, to determine or warrant that such property or operations are safe or in compliance with "environmental laws", or any other laws.

The Insurer may examine and audit the "insured's" books and records during this "policy period" and extensions thereof and within three (3) years after the final termination of this Policy.

C. Legal Action Against the Insurer

No person or organization other than an "insured" has a right pursuant to this Policy:

1. To join the Insurer as a party or otherwise bring the Insurer into a suit against any "insured"; or
2. To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

D. Bankruptcy

The insolvency or bankruptcy of any "insured" or any "insured's" estate shall not relieve the Insurer of its obligations pursuant to this Policy. However, any such insolvency or bankruptcy of the "insured" or any "insured's" estate shall not relieve the "first named insured" of its deductible obligation pursuant to this Policy. This insurance shall not replace any other insurance to which this Policy is excess, nor shall this Policy drop down to be primary, in the event of the insolvency or bankruptcy of any underlying insurer.

E. Subrogation

In the event of any payment pursuant to this Policy by the Insurer, the Insurer shall be subrogated to all of the rights of recovery against any person or organization, and the "insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "insureds" shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising pursuant to this Policy shall accrue first to the "insureds" to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment pursuant to the Policy; and then to the "insured" to the extent of the deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

F. Representations

By accepting this Policy, the "first named insured" agrees that:

1. The statements in the Declarations, schedules, and application for this Policy are accurate and complete;
2. Those statements are based upon representations the "first named insured" made to the Insurer; and
3. This Policy has been issued in reliance upon the "first named insured's" representations.

G. Separation of Insureds

Except with respect to the Limits of Liability, Cancellation Conditions 2.a. and 2.c., the Fraud or Misrepresentation Exclusion, the Intentional Non-Compliance Exclusion, the Known Conditions Exclusion, the Regulatory Compliance Exclusion and any obligations specifically assigned to the "first named insured", this Policy applies:

1. As if each "named insured" were the only "insured"; and
2. Separately to each "named insured" against whom a "claim" is made.

H. Other Insurance

If other valid and collectible insurance is available to any "insured" covering a loss also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

I. Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the "insured" shall submit to the exclusive jurisdiction of the State of New York and shall comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer's right to remove an action to a United States District Court.

J. Choice of Law

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy, including the rights, duties and obligations thereunder, shall be determined in accordance with the law and practices of the State of New York.

K. Changes and Assignment

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the Insurer from asserting any right pursuant to the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest in this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

L. Headings

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

M. Consent

Where the consent of the Insurer, or an "insured", is required pursuant to this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.

FINANCIAL RESPONSIBILITY CONDITION ENDORSEMENT

Named Insured Lawrence UFSD			Endorsement Number 001
Policy Symbol UST	Policy Number G20584439 018	Policy Period 07/01/2020 to 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **IX., CONDITIONS**, of this Policy is hereby amended by addition of the following:

Financial Responsibility And Reimbursement

If this Policy is issued to certify an "insured's" compliance with Federal or State financial responsibility requirements with respect to "covered aboveground storage tanks" or "covered underground storage tanks", the Insurer shall comply with such financial responsibility requirements. Notwithstanding the foregoing, the "first named insured" agrees to reimburse the Insurer for any payment made by the Insurer on behalf of any "insured", which the Insurer would not have otherwise been obligated to make under the terms and conditions of this Policy, but for: 1) the agreement contained in the first sentence of this condition, above; 2) the Insurer's issuance of an amendatory endorsement to this Policy tracking specific, obligatory Federal or State statutory or regulatory language required for use of insurance as a storage tank financial responsibility mechanism; or 3) the Insurer's issuance of a Certificate evidencing this Policy satisfies the requirements of any Federal or State storage tank financial responsibility program.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**LOADING AND UNLOADING COVERAGE (TIME ELEMENT REPORTING)
ENDORSEMENT**

Named Insured Lawrence UFSD			Endorsement Number 002
Policy Symbol UST	Policy Number G20584439 018	Policy Period 07/01/2020 to 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE COVERAGE AFFORDED PURSUANT TO THIS ENDORSEMENT IS LIMITED BY A DEFINED REPORTING PERIOD AND, THEREFORE, COVERS ONLY CLAIMS AND REMEDIATION COSTS THAT ARISE OUT OF LOADING AND UNLOADING RELATED POLLUTION CONDITIONS THAT ARE REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR THE DEFINED REPORTING PERIOD CONTAINED HEREIN. PLEASE READ THIS ENDORSEMENT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

I. Section V., **DEFINITIONS**, Subsection Q., of this Policy is hereby amended by addition of the following:

Q. **"Pollution condition"** also means the inadvertent spilling, leaking, discharging, escaping or releasing of the contents of any "covered underground storage tank" or "covered aboveground storage tank" into surface soils, subsurface soils, surface water, sediments or groundwater during the loading or unloading of such "covered underground storage tank" or "covered aboveground storage tank".

II. Notwithstanding anything contained in the general reporting obligations identified in Section VII. of this Policy which might be construed otherwise, it is a condition precedent to the coverage afforded pursuant to this Endorsement for loading and unloading-related "storage tank incident" that the "insured" provide written notice of such "storage tank incident" to the Insurer within **seventy-two (72) hours** of the event giving rise to such "storage tank incident".

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

SCHEDULE OF COVERED STORAGE TANKS ENDORSEMENT

Named Insured Lawrence UFSD			Endorsement Number 003
Policy Symbol UST	Policy Number G20584439 018	Policy Period 07/01/2020 to 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer agree that the storage tanks identified in the Schedule of Covered Storage Tanks, below, have been added to this Policy as "covered underground storage tanks" or "covered aboveground storage tanks", as applicable.

Schedule of Covered Storage Tanks

Insured's Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
Lawrence Public School #2 1 Donahue Avenue Inwood, NY 11696	2	6000	UST	04/01/1999
Lawrence Public School #4 87 Wanser Avenue Inwood, NY 11696	3	6000	UST	04/01/1999
Lawrence Public School #5 305 Cedarhurst Avenue Cedarhurst, NY 11516	1	6000	UST	04/01/1999
Lawrence Middle School 195 Broadway Lawrence, NY 11559	1	20000	UST	04/01/1999
Lawrence High School 2 Reilly Road Cedarhurst, NY 11546	1	15000	UST	04/01/1999

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured Lawrence UFSD			Endorsement Number 004
Policy Symbol UST	Policy Number G20584439 018	Policy Period 07/01/2020 to 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% for year 2015, 84% beginning on January 2016; 83% beginning on January 1 2017, 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Terrorism Risk Insurance Act premium: \$ 319.

Authorized Representative

TERRORISM RISK INSURANCE ACT ENDORSEMENT

Named Insured Lawrence UFSD			Endorsement Number 005
Policy Symbol UST	Policy Number G20584439 018	Policy Period 07/01/2020 to 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Terrorism Premium (Certified Acts of Terrorism): **\$ 319**

In consideration of the additional premium indicated above, which is included in the Premium as listed on the Declarations, the "insured" and the Insurer, hereby agree to the following Policy change(s):

- A. With respect to any "hostile acts" or "terrorism" exclusions contained in this Policy, or attached to this Policy by endorsement, such exclusions do not apply to a "certified act of terrorism", as defined in Paragraph C., below.
- B. With respect to any one or more "certified acts of terrorism", the Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act ("TRIA"), due to the application of any clause which results in a cap on the Insurer's liability for payments for terrorism losses.
- C. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to TRIA. The criteria contained TRIA for a "certified act of terrorism" include the following:
 - 1. The act resulted in insured losses in excess of \$5 million attributable to all types of insurance subject to TRIA; and
 - 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- D. Notwithstanding any coverage that may otherwise be afforded for punitive damages under this Policy, if any, coverage shall not be afforded for damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.
- E. ~~The coverage afforded under this endorsement shall expire at the earlier of the following dates:~~
 - 1. The end of the "policy period", as indicated on the Declarations; or
 - 2. **December 31, 2020.**

- F. The premium for "certified acts of terrorism" coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in TRIA. The federal program established by TRIA is scheduled to terminate at the end of December 31, 2020, unless extended by the federal government.
- G. If this "policy period" extends beyond December 31, 2020, please note that the TRIA premium, above, is premised on the parties' assumption that TRIA will later be extended through the end of the "policy period", thereby mandating that Insurer make available coverage for "certified acts of terrorism" for the entire "policy period". In the event that TRIA is not extended beyond December 31, 2020, or otherwise expires at some point during the "policy period", the Insurer will refund the unearned portion of our TRIA premium to the insured on a pro-rata basis. In the event that new TRIA extension or replacement legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on December 31, 2020, the Insurer reserves the right to re-price and prospectively modify terrorism coverage to conform with the statutory requirements and risks presented by any such new legislation.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured Lawrence UFSD			Endorsement Number 006
Policy Symbol UST	Policy Number G20584439 018	Policy Period 07/01/2020 to 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Authorized Representative

NYFTZ AMENDATORY ENDORSEMENT

Named Insured Lawrence UFSD			Endorsement Number 007
Policy Symbol UST	Policy Number G20584439 018	Policy Period 07/01/2020 to 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

- I. The Notice Banner of this Policy is hereby deleted in its entirety and replaced with the following:

PORTIONS OF THIS POLICY PROVIDE THIRD-PARTY LIABILITY COVERAGE ON A CLAIMS-MADE OR, ALTERNATIVELY, A CLAIMS-MADE AND REPORTED, BASIS, WHICH COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED, IN WRITING, DURING THE POLICY PERIOD. A CLAIMS-MADE AND REPORTED COVERAGE PROVISION ALSO REQUIRES THAT THE CLAIM BE REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANKS INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND SHALL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

- II. Solely with respect to "covered aboveground storage tanks" and "covered underground storage tanks" that are situated within the State of New York, Section I., INSURING AGREEMENTS, Subsection A., THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS, of this Policy is hereby deleted in its entirety and replaced with the following:

A. THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS (Coverage A.)

"Claims" and "remediation costs", in excess of the deductible amount identified in Item 5. of the Declarations to this Policy, arising out of a "storage tank incident", provided that the "claim" is first made during the "policy period" or any applicable "extended reporting period", or the "insured" first discovers the "storage tank incident" during the "policy period". Any such discovery of a "storage tank incident" must be reported to the Insurer, in writing, during the "policy period".

The coverage afforded pursuant to this Coverage A. only applies to "storage tank incidents" that first commence on or after the Retroactive Date, if any, identified in Item 3. of the Declarations and before the end of the "policy period". If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the "storage tank incident" must first commence during the "policy period".

- III. Solely with respect to "covered aboveground storage tanks" and "covered underground storage tanks" that are situated within the State of New York, Section III., DEFENSE AND SETTLEMENT, Subsection B., of this Policy is hereby deleted in its entirety and replaced with the following:

B. Counsel Selection

The "first named insured shall have the right to:

1. Select legal counsel or consent to the Insurer's choice of legal counsel, which consent shall not be unreasonably withheld, to represent the "insured" for the investigation, adjustment, and defense of any "claims" covered pursuant to this Policy; and

2. Participate in, and assist in the direction of, the defense of any "claim".

IV. Solely with respect to "covered aboveground storage tanks" and "covered underground storage tanks" that are situated within the State of New York, Section V., **DEFINITIONS**, Subsections I. and W., of this Policy are hereby deleted in their entirety and replaced by the following:

- I. **"Extended reporting period"** means the additional period of time in which a "claim" can be first made against the "insured" subsequent to the end of the "policy period".
- W. **"Terrorism"** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act ("TRIA"). TRIA currently sets forth the following criteria for a "certified act of terrorism":
 1. The act resulted in aggregate losses in excess of \$5 million; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

V. Solely with respect to "covered aboveground storage tanks" and "covered underground storage tanks" that are situated within the State of New York, Section VII., **REPORTING AND COOPERATION**, of this Policy is hereby amended by addition of the following:

Failure to give notice of any "claim" to the Insurer as required pursuant to this Section shall not invalidate coverage for any such "claim", unless the failure to provide such timely notice has prejudiced the Insurer. However, no coverage for a "claim" will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice, and that notice was given as soon as was reasonably possible thereafter.

VI. Solely with respect to "covered aboveground storage tanks" and "covered underground storage tanks" that are situated within the State of New York, Section VIII., **EXTENDED REPORTING PERIOD**, Subsection B., of this Policy is hereby deleted in its entirety and replaced with the following:

- B. **"Extended reporting periods"** shall not reinstate or increase any of the Limits of Liability. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, shall be deemed to have been made on the last day of the "policy period".

VII. Section IX., **GENERAL CONDITIONS**, Subsection A., **Cancellation**, of this Policy is deleted in its entirety and replaced with the following:

A. Cancellation and Nonrenewal

1. The "first named insured" shown in the Declarations may cancel this Policy by mailing or delivering to the Insurer written notice stating when the termination will be effective.
2. If this Policy has been in effect for sixty (60) days or less, the Insurer may cancel this Policy by mailing or delivering a written notice to the "first named insured" at the address stated in the Policy and the "first named insured's" broker or authorized agent, at least:
 - a. Sixty (60) days before the effective date termination if the Insurer cancels for any reason other than for the reasons set forth in Subparagraph 2.b., below:
 - b. Fifteen (15) days before the effective date of termination if the Insurer cancels for nonpayment of premium;
3. Prior to termination, the Insurer will notify the "first named insured", by mailing or delivering to the "first named insured", at the address shown in the Policy, and to the "first named insured's" authorized broker or agent, written notice stating the reason for termination and when the termination will be effective.
4. If this Policy is terminated by the "first named insured", the Insurer shall refund the unearned premium computed at the short rate. If this Policy is terminated by the Insurer, the Insurer shall

refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

5. If one of the reasons for termination in Subparagraph 2.b., above, exists, the Insurer may cancel this entire Policy, even if the reason for termination pertains only to a new coverage or an endorsement initially effective subsequent to the original issuance of the Policy.

6. Nonrenewal

If the Insurer decides not to renew this Policy, the Insurer will send a notice as provided by Subparagraph 6.b., below.

a. Conditional Renewal

The Insurer will send a notice as set forth in Subparagraph 7.b., below, if the Insurer conditions its renewal of this Policy on one of the following terms or conditions:

- (1) A change in the Limits of Liability,
- (2) A change in the type of coverage,
- (3) A reduction of coverage,
- (4) An increased "self-insured retention",
- (5) An addition of an Exclusion, or
- (6) An increase in premiums in excess of ten percent (10%), except if the increase in premium is due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit.

b. Notices of Nonrenewal and Conditional Renewal

- (1) If the Insurer decides not to renew this Policy or to conditionally renew this Policy as provided in this Paragraph 6., above, the Insurer will mail or deliver written notice to the "first named insured" shown in the Declarations and the "first named insured's" broker or authorized agent at least sixty (60) days, but not more than one hundred and twenty (120) days before:

(b) The expiration date of the Policy; or

(c) The anniversary date if the Policy is a continuous policy.

- (2) Notice will be mailed or delivered to the "first named insured's" mailing address listed in the Policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

- (3) The notice will include the specific reason for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

- (4) If the Insurer violates any of the provisions of Subparagraphs 6.b.(1), 6.b.(2), or 6.b.(3), above, by sending an incomplete or late conditional renewal notice or a late nonrenewal notice:

(a) Coverage will remain in effect at the same terms and conditions of this Policy at the lower of the current rates or the prior period's rates until sixty (60) days after such notice is mailed or delivered, unless the "first named insured", during the sixty (60) day period, has replaced the coverage or elects to cancel.

(b) On or after the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy for another policy period, at the lower of the current rates or the prior period's rates, unless the "first named insured", during this additional policy period, has replaced the coverage or elects to cancel.

- (5) The Insurer will not send the "first named insured" notice of nonrenewal or conditional

renewal if the "first named insured", the "first named insured's" authorized agent or broker delivers notice that the Policy has been replaced or is no longer desired.

- c. The Aggregate Limits of Liability as shown in the Declarations of this Policy will be increased in proportion to any policy extension provided in accordance with Subparagraph 6.b.(4), above.

VIII. Solely with respect to "covered aboveground storage tanks" and "covered underground storage tanks" that are situated within the State of New York, Section IX., GENERAL CONDITIONS, Subsection C., Legal Action Against the Insurer, of this Policy is amended by addition of the following:

Notwithstanding the foregoing, with respect to "claims" for "bodily injury", if the Insurer denies coverage or does not admit liability because an "insured" or the injured person, someone acting for the injured person or other claimant fails to give the Insurer written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against the Insurer, provided the sole question is whether the denial of coverage or non admission of liability based on the failure to provide timely notice is enforceable.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if, within sixty (60) days after the Insurer denies coverage or does not admit liability, the Insurer or an "insured":

1. Brings an action to declare the rights of the parties pursuant to this Policy; and
2. Names the injured person, someone acting for the injured person or other claimant as a party to the action.

IX. Section IX., GENERAL CONDITIONS, of this Policy is hereby amended by addition of the following:

Transfer of Duties When a Limit of Insurance Is Used Up

1. If the Insurer concludes that, based on the "claims" or associated "storage tank incidents" which have been reported to it and to which this insurance may apply, any relevant Limit of Liability is likely to be used up in the payment for "bodily injury", "property damage", "remediation costs" or "legal defense expense", the Insurer will notify the "first named insured", in writing, to that effect.
2. When any relevant Limit of Liability has actually been used up in the payment for "bodily injury", "property damage", "remediation costs" or "legal defense expense":
 - a. The Insurer will notify the "first named insured", in writing, as soon as practicable, that a Limit of Liability has actually been used up; and
 - (1) The Insurer's duty to defend "claims" subject to the exhausted Limit of Liability, has also ended; or,
 - (2) With respect to exhaustion of the Aggregate Limit of Liability in Item 4. c. of this Policy, the Insurer's duty to defend has expired completely.
 - b. The Insurer will initiate, and cooperate in, the transfer of control, to any appropriate "insured", of all "claims", which are subject to an exhausted Limit of Liability and which are reported to the Insurer before that Limit of Liability is used up. That "insured" must cooperate in the transfer of control of said "claim".

The Insurer agrees to take such steps, as it deems appropriate, to avoid a default in, or continue the defense of, such "claims" until such transfer is completed, provided the appropriate "insured" is cooperating in completing such transfer.

The Insurer will take no action whatsoever with respect to any "claim" that would have been subject to an exhausted Limit of Liability, had it not been used up, if the "claim" is reported to the Insurer after that Limit of Liability has been used up.

- c. The "first named insured", and any other "insured" involved in a "claim" subject to that Limit of Liability, must arrange for the defense of such "claim" within such time period as agreed to between the appropriate "insured" and the Insurer. Absent any such agreement, arrangements for the defense of such "claim" must be made as soon as practicable.

3. The “first named insured” shall reimburse the Insurer for expenses it incurs in taking those steps the Insurer deems appropriate in accordance with Subparagraph 2.b., above.

The duty of the “first named insured” to reimburse the Insurer will begin on:

- a. The date on which the applicable exhausted Limit of Liability is used up, if the Insurer sent notice in accordance with Paragraph 1., above; or
 - b. The date on which the Insurer sent notice in accordance with Subparagraph 2.a., above, if the Insurer did not send notice in accordance with Paragraph 1., above.
4. The exhaustion of any Limit of Liability by the payments for “bodily injury”, “property damage”, “remediation costs” or “legal defense expense”, and the resulting end of the Insurer’s duty to defend, will not be affected by the Insurer’s failure to comply with any of the provisions of this Condition.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative

CHUBB®

SIGNATURES

Named Insured Lawrence UFSD			Endorsement Number 008
Policy Symbol UST	Policy Number G20584439 018	Policy Period 07/01/2020 to 07/01/2021	Effective Date of Endorsement 07/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)

BANKERS STANDARD INSURANCE COMPANY (A stock company)

ACE AMERICAN INSURANCE COMPANY (A stock company)

ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)

INSURANCE COMPANY OF NORTH AMERICA (A stock company)

PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)

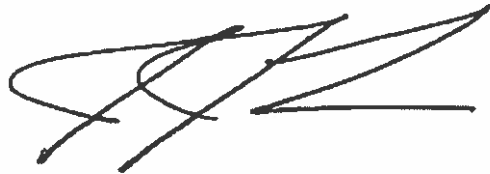
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)

WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



REBECCA L. COLLINS, Secretary



JOHN J. LUPICA, President

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You were notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% FOR YEAR 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$319, however you elected to decline such coverage.



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

3. 2020

President, Board of Education
Lawrence Union Free School District
2 Reilly Road
Cedarhurst, NY 11516



Dear Board President,

This letter will confirm our understanding that Lawrence Union Free School District ("Lawrence") has engaged BookSmart Accounting, a division of Corporate Accounting Solutions, LLC. ("BookSmart") to provide Lawrence with accounting consulting services as set out herein. This letter will also confirm our understanding as to BookSmart's compensation for this assignment.

- Section 1: **Services to be rendered** In connection with this engagement, BookSmart shall provide Lawrence with accounting services as directed by Lawrence management. The District Superintendent and Assistant Superintendent for Business would be considered to be District Management. The District's Board of Education may also direct BookSmart to perform certain services. Such services may include assistance with the following: BookSmart will provide Lawrence with assistance on a monthly basis as requested by the District in order to assist in the oversight of the accounting functions. We will provide support and guidance to the accounting staff and will review on a monthly basis the various Fund Trial Balances and bank reconciliations. Additional support may be provided as requested by the District.
- Section 2: **Compensation** All work will be billed for on an hourly basis at the following rates: Sr. Consultant \$155 per hour, Manager \$195 per hour, Partner/Director \$250 per hour. It is BookSmart's policy to bill on a biweekly basis and all invoices are due within 30 days of invoice date. BookSmart may impose finance charges at the rate of 1 ½% per month (18% per year) for any unpaid invoices which are over 30 days old. In addition if collection proceedings become necessary, Lawrence shall be responsible to reimburse BookSmart for its reasonable legal fees together with any filing or other fees related to the collection of monies owed to BookSmart from Lawrence.
- Section 3: **Expenses** All reasonable out-of-pocket expenses related to this assignment, such as travel, overnight delivery and other administrative costs, are reimbursable in full to BookSmart, and do not offset or affect the hourly rates as discussed above.
- Section 4: **Contract Term, Termination** This contract shall be in effect from July 1, 2020 through June 30, 2021. This agreement may be terminated with or without cause by BookSmart upon 14 days' notice in writing to Lawrence or by Lawrence upon 14 days' notice in writing to BookSmart. Upon any such termination, BookSmart shall be entitled to reimbursement of its expenses pursuant to Section 3 hereof and to any compensation earned pursuant to Section 2 hereof.
- Section 5: **Employment** It is hereby understood that Lawrence may not solicit any BookSmart employee or independent contractor for employment as an employee or retention as an independent contractor. If Lawrence employs any BookSmart employee or retains any independent contractor as its own employee or independent contractor in violation of its agreement not to solicit for employment or retention, Lawrence shall pay within five (5) business days following written demand, the greater of \$10,000 or 200% of the individual's gross annualized wages at BookSmart at the time of hiring by Lawrence. This restriction will remain in effect for 12 months after the termination of this agreement. In the event Lawrence violates the provisions of this section 5, its obligations to make payment to BookSmart pursuant to this Section 5 shall remain in effect notwithstanding termination of this agreement.

Section 6: **Management's Responsibilities** BookSmart agrees to perform the services as outlined in Section I above. The resulting financial statements and reports will be prepared utilizing the information that is given to us by Lawrence management and the accuracy of such information is the responsibility of Lawrence management. Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters that come to our attention when rendering the services pursuant to this letter of engagement and any supplements or addenda thereto.

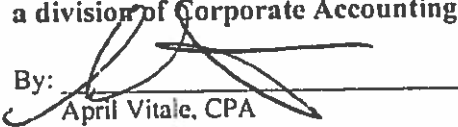
Section 7: **Workpapers Requested** In the event that we are requested or authorized by the District or are required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as for the fees and expenses of our counsel incurred in responding to such requests.

Section 8: **Complete Agreement; Amendments; Governing Law** This agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings and agreements between the parties. This agreement may not be amended or modified except in writing. This agreement shall be governed by and construed in accordance with the laws of the State of New York and any action or proceeding arising from this agreement shall be venued in Suffolk County, New York. Each of BookSmart and Lawrence waives all right to trial by jury in any action, suit, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of the engagement of BookSmart, or the performance by BookSmart of the services contemplated by this agreement.

If the foregoing terms meet with your approval, please indicate your acceptance by signing and returning one copy of this letter to us. We look forward to working with Lawrence Union Free School District on this important assignment.

Very truly yours,

BookSmart Accounting
a division of Corporate Accounting Solutions, LLC

By: 
April Vitale, CPA
Partner

ACCEPTED:
Lawrence Union Free School District

By: _____

President, Board of Education

Date: _____



AGREEMENT

THIS AGREEMENT made this 1st day of July, 2020 by and between Board of Education, Lawrence Public School (hereinafter referred to as the "School District"), as the party of the first part, having its principal place of business P.O. Box 477, Lawrence, NY and Carolyn Dowling (hereinafter referred to as the "CONSULTANT"), as the party of the second part, having her principal place of business for purposes of this Agreement at 131 Beach 3rd Street, Far Rockaway, NY 11691.

WHEREAS, CONSULTANT is in the business of providing consulting services for data processing and power school in school districts; and

WHEREAS, the SCHOOL DISTRICT desires that CONSULTANT provide consulting services for data processing and power school as set forth in this Agreement; and

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

1. TERM OF AGREEMENT: This Agreement shall be in effect from 7/1/2020-6/30/2021, unless terminated earlier, as set forth herein.

2. SCOPE OF SERVICES: The CONSULTANT will provide the following services:

a, The CONSULTANT will provide consulting services for NYS Reporting, e-School, and data processing as needed.

3. PAYMENT SCHEDULE: In full consideration for the services to be rendered by CONSULTANT to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay CONSULTANT on a monthly basis, a sum of \$350.00 per day.

4. INVOICE DUE ON MONTHLY BASIS: CONSULTANT will submit an invoice for services rendered on a monthly basis, and payment to CONSULTANT shall be made within thirty (30) days from receipt of invoice from CONSULTANT. The invoice shall include types of services rendered and fees payable, SCHOOL DISTRICT shall give CONSULTANT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. INDEPENDENT CONTRACTOR: All employees of CONSULTANT shall be deemed employees of CONSULTANT for all purposes and CONSULTANT alone shall be responsible for their work, personal conduct, direction, and compensation. CONSULTANT acknowledges that she will not hold herself, her officers, employees and/or agents out as employees of SCHOOL DISTRICT. CONSULTANT is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and her relationship to SCHOOL DISTRICT shall, during the periods of her services hereunder, be that of an independent contractor. CONSULTANT shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CONSULTANT, her officers, her employees and/or agents shall not be considered as

having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. CONSULTANT agrees that this Agreement does not confer benefits of any nature whatsoever upon her other than payment for services provided herein. CONSULTANT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. CONSULTANT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. EXPENSES OF CONSULTANT: CONSULTANT shall be responsible for all costs and expenses incurred by CONSULTANT that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by CONSULTANT in performing services for SCHOOL DISTRICT.
7. INCOME TAX DESIGNATION AND INDEMNIFICATION: SCHOOL DISTRICT shall not withhold from sums payable to CONSULTANT under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. CONSULTANT agrees that any tax obligation of CONSULTANT arising from the payments made under this Agreement will be CONSULTANT's sole responsibility. CONSULTANT will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.
8. SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services provided pursuant to this Agreement.
9. COMPLIANCE WITH LAW: CONSULTANT understands and agrees that she is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. CONSULTANT shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. CONSULTANT further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. In the event that CONSULTANT utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
10. SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, ~~CONSULTANT, her employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and~~ must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.
11. PHOTO I.D.: CONSULTANT shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

12. TERMINATION NOTICE:

- a) This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to the CONSULTANT. In the event of such termination, the parties will adjust the accounts due and payable to CONSULTANT for services rendered. CONSULTANT will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that CONSULTANT's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by CONSULTANT within thirty (30) days of the termination date.
- b) This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by CONSULTANT, upon three (3) days' written notice from the SCHOOL DISTRICT to CONSULTANT.

13. CONFIDENTIALITY: CONSULTANT, her employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. CONSULTANT, her employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. CONSULTANT further agrees that any information received by CONSULTANT, her employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by CONSULTANT, her employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

14. INDEMNIFICATION and HOLD HARMLESS PROVISION: CONSULTANT further agrees that she shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by CONSULTANT or any of her officers, directors, agents or employees taken or made with respect to this Agreement.

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

Carolyn Dowling
131 Beach 3rd Street
Far Rockaway, NY 11691

Lawrence Public Schools
P.O. Box 477
Lawrence, NY 11559

16. **ASSIGNMENT OF CONTRACT:** CONSULTANT shall not assign, transfer or convey any of her respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
17. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
18. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.
19. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
20. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and CONSULTANT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
21. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
22. **REPRESENTATIONS AND WARRANTIES:** CONSULTANT represents and warrants: 1) that CONSULTANT has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that CONSULTANT has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
23. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
24. **NON-WAIVER:** No action or failure to act by CONSULTANT or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
25. **AUTHORITY TO ENTER AGREEMENT:** The undersigned representative of CONSULTANT hereby represents and warrants that the undersigned is an officer, director, or agent of CONSULTANT with full legal rights, power and authority to enter into this Agreement on behalf of CONSULTANT and bind CONSULTANT with respect to the obligations enforceable against CONSULTANT in accordance with its terms.
-

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

LAWRENCE SCHOOL DISTRICT

By: BOARD PRESIDENT

Date: 7/1/2020

Dr. Ann Pedersen, Superintendent

Date: 7/1/2020



Carolyn Dowling

Date: 7/1/2020



EDGE Document Solutions, LLC

5150 Decatur Blvd., Suite D
Indianapolis, IN 46241

Enclosure III. E.1.d.
Regular Meeting
June 29, 2020

SERVICE AGREEMENT FOR INFINITY LMQ FOLDER-SEALER

Customer: LAWRENCE PUBLIC SCHOOL DISTRICT
BUSINESS OFFICE / 195 BROADWAY / LAWRENCE, NY 11559

Machine Description	Serial Number	Rate Per Year	Start Date	End Date
Infinity LMQ folder-sealer	LMQ-01086	\$695.00	7/1/2020	6/30/2021
Servicing Agent	Service Telephone Number	Inspections Per Year		
F & E Check Protector	(914) 423-3131	1		

TERMS AND CONDITIONS

In consideration of the charge(s) above, payment each year in advance, EDGE Document Solutions, LLC (subsequently referred to as EDSLLC) agrees to furnish maintenance service on the equipment described and noted by serial number above, subject to the following terms:

SECTION 1 - SERVICE PROVIDED (on site coverage only)

1. This agreement includes general and emergency service calls requested by the customer and found by the EDSLLC servicing agent to be necessary to keep/restore the equipment to good operating condition.
2. For the purpose of such services, each machine listed on this agreement must be made available to the EDSLLC Servicing Agent for the time period required to perform all maintenance and repair functions. All service shall be provided during normal working daytime hours, unless specifically agreed upon between EDSLLC and the customer.
3. Each machine listed on this agreement is entitled to a preventative maintenance inspection by the EDSLLC Servicing Agent. The annual number of inspections is indicated above. The EDSLLC Servicing Agent will make all mechanical adjustments and repairs necessary at each regular inspection, to ensure the proper operation of the machine(s) listed above. This service to include both labor and necessary parts except as indicated in Section 2 below.

SECTION 2 - DISCLAIMERS

1. This agreement does not include new attachments or modifications by the customer.
2. This agreement does not include parts or labor necessitated by acts of God, war, fire, water, sabotage, accidental damage, or causes other than ordinary use.
3. This agreement excludes Consumable parts (feed belts, O-Rings, feed rollers) and electrical system (circuit boards). Replacement parts are covered by manufacturer's warranty for the first 12 months following installation of the machine.
4. This agreement does not include parts or labor necessitated by adverse environments (temperature, humidity, poor or fluctuating electrical power), or other casualty loss or damage.
5. Repairs by unauthorized service personnel will void this agreement. If such repairs necessitate service from the EDSLLC Servicing Agent, a charge for parts and labor will be issued to the customer.
6. This agreement is not transferable to any other equipment or product.

SECTION 3 - ACCEPTANCE AND RENEWAL

1. This agreement becomes effective when approved by the customer's authorized representative and countersigned by an authorized EDSLLC representative.
2. All payments for service rendered under terms of this agreement are to be forwarded to EDGE Document Solutions, LLC; 5150 Decatur Blvd, Suite D; Indianapolis, IN 46241.
3. This agreement will renew itself automatically each year at the anniversary of the start date as listed above.
4. This agreement may be canceled by either party on 30 days written notice.

Accepted for EDGE Document Solutions, LLC

Accepted for Customer

By: Benjamin D. Bickham

By: _____

Name: Benjamin D. Bickham

Name: Murray Forman

Title: Vice President, Admin.

Title: President, BOE

Date: May 21, 2020

Date: June 9, 2020

SIMPLE • CONVENIENT • SECURE

AGREEMENT

THIS AGREEMENT made this 1st day of July, 2020 by and between Board of Education, Lawrence Public School (hereinafter referred to as the "School District"), as the party of the first part, having its principal place of business P.O. Box 477, Lawrence, NY and Elizabeth Montalvo (hereinafter referred to as the "CONSULTANT"), as the party of the second part, having her principal place of business for purposes of this Agreement at 85 Inlet Drive, Lindenhurst, New York 11757.

WHEREAS, CONSULTANT is in the business of providing consulting services for data processing and power school in school districts; and

WHEREAS, the SCHOOL DISTRICT desires that CONSULTANT provide consulting services for data processing and power school as set forth in this Agreement; and

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

1. TERM OF AGREEMENT: This Agreement shall be in effect from 7/1/2020-6/30/2021, unless terminated earlier, as set forth herein.
2. SCOPE OF SERVICES: The CONSULTANT will provide the following services:
 - a, The CONSULTANT will provide consulting services for NYS Reporting, e-School, and data processing as needed.
3. PAYMENT SCHEDULE: In full consideration for the services to be rendered by CONSULTANT to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay CONSULTANT on a monthly basis, a sum of \$350.00 per day, 146 days, not to exceed \$51,100.00 in year.
4. INVOICE DUE ON MONTHLY BASIS: CONSULTANT will submit an invoice for services rendered on a monthly basis, and payment to CONSULTANT shall be made within thirty (30) days from receipt of invoice from CONSULTANT. The invoice shall include types of services rendered and fees payable, SCHOOL DISTRICT shall give CONSULTANT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
5. INDEPENDENT CONTRACTOR: All employees of CONSULTANT shall be deemed employees of CONSULTANT for all purposes and CONSULTANT alone shall be responsible for their work, personal conduct, direction, and compensation. CONSULTANT acknowledges that she will not hold herself, her officers, employees and/or agents out as employees of SCHOOL DISTRICT. CONSULTANT is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and her relationship to SCHOOL DISTRICT shall, during the periods of her services hereunder, be that of an independent contractor. CONSULTANT shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CONSULTANT, her officers, her employees and/or agents shall not be considered as

having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. CONSULTANT agrees that this Agreement does not confer benefits of any nature whatsoever upon her other than payment for services provided herein. CONSULTANT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. CONSULTANT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. EXPENSES OF CONSULTANT: CONSULTANT shall be responsible for all costs and expenses incurred by CONSULTANT that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by CONSULTANT in performing services for SCHOOL DISTRICT.
7. INCOME TAX DESIGNATION AND INDEMNIFICATION: SCHOOL DISTRICT shall not withhold from sums payable to CONSULTANT under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. CONSULTANT agrees that any tax obligation of CONSULTANT arising from the payments made under this Agreement will be CONSULTANT's sole responsibility. CONSULTANT will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.
8. SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services provided pursuant to this Agreement.
9. COMPLIANCE WITH LAW: CONSULTANT understands and agrees that she is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. CONSULTANT shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. CONSULTANT further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. In the event that CONSULTANT utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
10. SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, ~~CONSULTANT, her employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and~~ must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.
11. PHOTO I.D.: CONSULTANT shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

12. TERMINATION NOTICE:

- a) This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to the CONSULTANT. In the event of such termination, the parties will adjust the accounts due and payable to CONSULTANT for services rendered. CONSULTANT will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that CONSULTANT's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by CONSULTANT within thirty (30) days of the termination date.
- b) This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by CONSULTANT, upon three (3) days' written notice from the SCHOOL DISTRICT to CONSULTANT.

13. **CONFIDENTIALITY:** CONSULTANT, her employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. CONSULTANT, her employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. CONSULTANT further agrees that any information received by CONSULTANT, her employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by CONSULTANT, her employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

14. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** CONSULTANT further agrees that she shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by CONSULTANT or any of her officers, directors, agents or employees taken or made with respect to this Agreement.

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

Elizabeth Montalvo
85 Inlet Drive-Lindenhurst,
New York 11757

Lawrence Public Schools
P.O. Box 477
Lawrence, NY 11559

16. **ASSIGNMENT OF CONTRACT:** CONSULTANT shall not assign, transfer or convey any of her respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
17. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
18. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.
19. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
20. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and CONSULTANT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
21. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
22. **REPRESENTATIONS AND WARRANTIES:** CONSULTANT represents and warrants: 1) that CONSULTANT has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that CONSULTANT has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
23. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
24. **NON-WAIVER:** No action or failure to act by CONSULTANT or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
25. **AUTHORITY TO ENTER AGREEMENT:** The undersigned representative of CONSULTANT hereby represents and warrants that the undersigned is an officer, director, or agent of CONSULTANT with full legal rights, power and authority to enter into this Agreement on behalf of CONSULTANT and bind CONSULTANT with respect to the obligations enforceable against CONSULTANT in accordance with its terms.
-

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

LAWRENCE SCHOOL DISTRICT

By: BOARD PRESIDENT

Date: 7/1/2020

Elizabeth Montalvo

Elizabeth Montalvo

Date: 7/1/2020

III. Annual Retainer: For the above services, the fee shall be billed monthly at the annual rate of \$36,000, prorated for the period July 1, 2020 through June 30, 2021. Litigation: Separate

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Guercio & Guercio, LLP (the "Contractor") is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the Lawrence Union Free School District (the "District") and Contractor to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that the District's Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Part 121 of the Regulations of the Commissioner of Education, as it may be amended from time-to-time if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the District. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the District as that term is defined in § 99.3 of FERPA,

-AND-

Personally identifiable information from the records of the District relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with District policy(ies) on data security and privacy. Contractor shall

8. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

Where a parent or eligible student requests a service or product from a third-party contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party contractor for purposes of providing the requested product or service, such use by the third-party contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor's signature below shall also constitute an acknowledgement, acceptance, and signature of the District's Parent Bill of Rights.

NAME OF PROVIDER: Guercio & Guercio, LLP

BY: Gregory J. Guercio, Esq.
Gregory J. Guercio, Esq.
Partner

DATED: _____

GGDOCS-1208511231-110

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

This agreement ("Agreement") between the Lawrence Union Free School District (the "District") located at 195 Broadway, Lawrence, New York 11559, and HMB Consultants, LLC ("HMB"), located at 3 Douglas Lane, Voorheesville, New York 12186 (collectively the "Parties"), is hereby entered into for the provision of the following services.

NOW, THEREFORE, in consideration of the covenants, agreements, and consideration hereinafter expressed, it is mutually agreed between the Parties hereto as follows:

1. **Purpose**

- (a) The District hereby engages HMB to provide consultants who have the training, skills, experience, knowledge, and competency to perform consulting services related to the District's Child Nutrition Program as outline in Section 3, below.
- (b) HMB represents that neither it nor its employees have any relationship with the District that would, directly or indirectly, impair or otherwise restrict its ability to provide consulting services under the Agreement to the District.

2. **Term**

The Agreement shall become effective once fully executed on the signature date below and shall remain effective through June 30, 2021, except as otherwise may occur pursuant to Section 5 of the Agreement. At the District's option the Agreement may be renewed for a period of one (1) year for a total of four (4) additional years.¹ However, notwithstanding Section 5, nothing herein shall be deemed a limitation on either Party's right to terminate the Agreement, at any time, consistent with applicable laws.

3. **Services**

HMB will furnish consulting services and advice as specifically requested by the District's Primary Agent for the Child Nutrition Program. The services and advice will relate to work directed by the District in the area of Child Nutrition Programs and may include the following:

- (a) **Menu Evaluation** – Analyze monthly menus for variety, quality, and conformity to the contractual requirements at both the Elementary and Secondary levels and provide recommended adjustments to the Food Service Director and District Administration. HMB will also ensure that the FSMC meets all USDA guidelines at each grade level for all meal components.
- ~~(b) **Nutrient Analysis** – In addition to substantively reviewing menus, HMB will also request a periodic nutrient analysis report from the FSMC. HMB Consultants will~~

¹ If the contract is renewed, the amount paid to HMB for the subsequent years shall be increased by no less than the NY/NJ CPI-U published for the month of May, annually.

monitor the student nutrient consumption for USDA compliance so that actual student nutrient intake falls within the weekly permitted range.

- (c) **Meal Participation** – Draft reports analyzing both breakfast and lunch participation per individual building and District-wide, comparing the current month to the same month of the previous year. The report will highlight each category of meal participation to include free, reduced, and paid meals as well as totals. The report will identify which buildings experience low student participation and require additional attention from the FSMC.
 - (d) **Labor** – Ensure that all staffing positions, wages and benefits are maintained as per the bid specifications and Schedules G1-G3 by analyzing payroll records. Additionally, HMB Consultants can provide an analysis of the meals per labor hour, an indicator of the efficiency of staffing.
 - (e) **Wellness or Nutrition Committee Meetings** – Attend wellness or nutrition meetings with students, parents, and/or faculty advisors. HMB will follow up with the FSMC and District on information gleaned from such meetings and consequent food service program enhancements. At the District's request, HMB may share our evaluation of the Child Nutrition Program and how the FSMC has met or exceeded the goals of the committee. HMB will also attend a student meeting if requested, where students provide their input on the current food service operation.
 - (f) **Administrative Review** – Coordinate with the District and FSMC to prepare for the NYSED Administrative Review if applicable. HMB can oversee the preparation of materials required by NYSED and can also perform an advance onsite observation at the school(s) chosen for review.
 - (g) **Accountability and Auditing** – Audit the financial information provided monthly by the FSMC for accuracy and trends in total conformity to the bid specifications. An audit trail from the POS terminal to the claim form will be performed to evaluate the accuracy of FSMC accounting.
 - (h) **Merchandising, Promotions, and Marketing** – Evaluate the marketing and merchandising techniques used by the FSMC, as well as their required monthly promotions. Ensure that proposed promotions and marketing submitted with the contract are in fact being implemented and carried out within the program.
 - (i) **Profit and Loss Statement Analysis** – Analyze the FSMC's profit and loss statement in detail to ensure that the guaranteed return stipulated in the contract will be achieved. Provide projected C-Fund revenue so the District may budget Child Nutrition Program expenditures.
 - (j) **Free/Reduced Eligibility** – Evaluate the data from annual applications to ensure the District receives every benefit possible from the Federal and State government, including potential to participate in the Community Eligibility Program (CEP).
 - (k) **Wellness Policy Evaluation** – Review the District's Local School Wellness Policy as required by NYSED to meet the standards of the Triennial Assessment. HMB will provide guidance on improving the policy and sharing findings with the Board and relevant committees.
-
- (l) **Onsite Visits** – Observe and evaluate the Child Nutrition Programs operated by the FSMC for compliance with the FSMC Type II Contract and all applicable regulations. HMB will furnish a written summary report to the District within 15 business days after each visit. HMB will complete the USDA-required on-site annual self- reviews prior

to the February 1st deadline as required by NYSED. HMB will coordinate with the District to schedule these visits based on the needs and timeline of the District.

- (m) **Bid Process** – For a separate fee, HMB will prepare bid specifications for the Type II Child Nutrition Contract with the Food Service Management Company and coordinate the bid process with the District. The terms of this service may be agreed upon separately from the Agreement.
- (n) Additional services at the request of the District.

4. **Compensation**

- (a) HMB will provide consultation at the rate of \$10,000.00 per academic year, billed to the District at a monthly rate of \$1,000.00. This rate includes all services outlined herein, except for § 3(m) Bid Process. This fee covers all expenses incurred by HMB Consultants including travel and supplies; it does not include costs incurred voluntarily by the District at the recommendation of HMB, such as equipment or other related expenses. The District's guaranteed financial return to the Cafeteria Fund, as delineated in the Type II Contract, will cover the cost of HMB services.
- (b) HMB shall not request, solicit or accept any additional compensation of any kind from individuals including District employees, students, and/or their families for services provided pursuant to the Agreement.

5. **Termination**

- (a) **For Cause.** A Party may terminate the Agreement effective immediately by providing written notice of termination for cause. "For cause" shall mean:
 - (i) Any material breach of the Agreement;
 - (ii) Any act exposing the other party to liability to others for personal injury or property damage; or
 - (iii) Any act of fraud, theft or dishonesty in the course of performing services under the Agreement.
- (b) **Without Cause.**
 - (i) The Parties shall have the right to terminate the Agreement, without cause, by providing thirty (30) days written notice of their intent to terminate the Agreement. All rights and obligations of both Parties under the Agreement shall immediately cease upon termination of the Agreement unless otherwise provided herein.
 - (ii) The Parties shall perform under the Agreement in good faith during the notice of termination period and continue to perform all obligations under the Agreement until the expiration of the notice period. The District must fulfill its obligation to pay HMB for all services rendered until HMB ceases performing and the Agreement is terminated.

6. **Independent Contractor Indemnification**

- (a) HMB is an independent contractor and all services performed by HMB pursuant the Agreement shall be performed in such capacity. Neither Party shall hold itself out as, nor claim to be, an officer or employee of the other Party, nor make any claim, demand,

or application to or for any right or privilege applicable to an officer or employee of the other Party, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. However, the District authorizes HMB to act on District's behalf as a limited agent of the District when performing services within the scope of the Agreement. As the District's limited agent, HMB may correspond and meet directly with Vendors, District employees, FSMC staff, and issue directives to such entities within the scope of the Agreement. However, HMB will seek District prior approval, whether written or oral, before making any decisions or issuing advice pertaining to actions that would impact District financials or the financial status of the Child Nutrition Program.

- (b) Nothing in the Agreement shall restrict HMB from providing its services, or otherwise engaging in business with, any other person and/or entity.
- (c) HMB shall be responsible for paying, when due, all income or other taxes incurred as a result of the compensation paid by the District for services under the Agreement. HMB agrees to pay all self-employment and other applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over HMB or its relationship with the District. HMB further agrees to indemnify and hold the District harmless against any claim, cost, penalty, or expense related to either party's nonpayment or underpayment of any such taxes or payments, as well as penalties and interest thereon.
- (d) The District acknowledges that it shall have no ability to control the manner, means, details or methods by which HMB performs its services under the Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.
- (e) HMB agrees to defend, indemnify and hold harmless the District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses arising from any willful act, omission, error, recklessness or gross negligence of HMB, its officers, directors, agents, or employees in connection with the performance of services pursuant to the Agreement.
- (f) Notwithstanding this indemnification, the District, the Board of Education of the Lawrence Union Free School District, and all cafeteria personnel, whether employed by the District or a third party, and volunteers ("District Entities"), knowingly and freely assume all risks, whether known or unknown, relating to the engagement of HMB and HMB's work on District premises. The District Entities hereby release, waive, discharge, and covenant not to sue HMB, its officers, agents, independent contractors, employees, successors, and assigns (the "Released Parties") from any and all liability, claims, and causes of action directly or indirectly related to any loss, damage, injury, or death that may be sustained related to COVID-19, whether caused by the negligence of the Released Parties or any third party while present on District premises or while participating in any activity related to the performance of the Agreement. District Entities further agree to indemnify and hold harmless the Released Parties from any and all damages whether caused by the negligence of the Released Parties or otherwise related to COVID-19.
- (g) The obligations pursuant to this provision shall survive the termination of the Agreement.

7. Insurance

- (a) Upon the execution of this Agreement, HMB will supply the District with a Certificate of Insurance including the District, Board of Education, employees and volunteers as "additional insured," a copy of the declaration pages of the policies, and a copy of the additional insured endorsement. Each policy naming the District as an additional insured must state that HMB's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers.
- (b) If the District is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"), then HMB agrees that the procurement of insurance coverage as required herein is intended to benefit not only the District but also NYSIR, as the District insurer.
- (a) HMB, at its sole expense, shall procure and maintain such policies of commercial general liability and other insurance as shall be necessary to insure the HMB and the District, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by HMB in connection with the performance of District's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of One Million Dollars (\$1,000,000). HMB shall also acquire Professional Errors and Omissions Insurance at a rate of \$2,000,000 per occurrence/ \$2,000,000 aggregate for the consulting services being performed under the Agreement for the District, either directly or through sub-consultants.
- (b) The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum A.M. Best's rating of A-minus.
- (c) In the event any of the aforementioned insurance policies are cancelled or not renewed, HMB shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.

8. Confidentiality

HMB acknowledges that in performing the Agreement it may have access to confidential information in the District's or others' possession, including, but not limited to names, facts, and information about individuals, students, businesses, and families. Contractor may also have access to confidential information including the student directory, personnel information, and records pertaining to sensitive, confidential, or internal District matters and other protected information. HMB agrees not to reveal any confidential information it may encounter. Disclosure of such information may be considered a breach of the Agreement. This section shall survive termination of the Agreement.

9. HMB Work Product

- (a) Any work product or materials drafted by HMB ("HMB Products") that HMB furnishes to the District are the sole and exclusive property of HMB. HMB Products include, but are not limited to, the bid specifications including all menus, schedules and addenda, vendor conference preparation materials, bid opening analysis documentation, menu review analyses, operating statement analyses, presentations for wellness or nutrition committees or other meetings, and any information or documents that HMB has

authored or consulted in their preparation, etc. HMB Products have been created on a confidential basis and may be used by the District solely for their intended purpose.

- (b) Any public use and or dissemination of HMB Products without HMB prior written approval is explicitly prohibited. In the event that the District receives a FOIL Request pursuant to the New York State Freedom of Information Law (or the federal equivalent under the Freedom of Information Act or other applicable local laws) for HMB Products, the District must notify HMB within 5 business days of the District's receipt of such a request. The District may not release the requested material pursuant to such a request without HMB's written consent. HMB agrees to collaborate in a timely manner and in good faith with the District to approve the release of HMB Products whenever possible.
- (c) Reproduction of any part of HMB Products without the express written permission of HMB is prohibited. The termination of the Agreement does not and will not impact the proprietary nature of HMB Products and does not and will not toll the restrictions and responsibilities contained in this section. In the event that the District violates the restrictions and responsibilities contained in this section, HMB will take appropriate action as permitted by law.

10. Cooperation in the Event of Litigation

In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to the Agreement is made or instituted by any third party against either Party, the other Party shall, at its own cost and expense, provide all reasonable information, furnish documentation or discovery, and appear as needed in the defense or other disposition thereof.

11. Notices

All notice and communications under the Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, or certified mail, return receipt requested, to the addresses found in Paragraph 1 of the Agreement, or at such other address as the Parties may designate in writing.

- (a) The District principal contact person shall be the District Business Manager, Assistant Superintendent for Business, or Business Official. HMB shall direct all notice, correspondence, reports, and inquiries stemming from performance under the Agreement to that person.
- (b) HMB's principal contact person shall be Heather M. Bigley, President of HMB Consultants, LLC. The District shall direct all notice, correspondence, reports, and inquiries stemming from performance under the Agreement to that person.

12. Assignment

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

13. Entire Agreement; Amendment

The Agreement represents the entire understanding of the Parties with respect to its subject matter, and it supersedes all prior agreements, understandings, or representations, whether oral or written, by either party except as otherwise set forth herein. The Agreement may only be amended in writing with the consent of both Parties. It may not be amended orally.

14. Waiver

The failure of either Party to insist upon the strict performance of any provision, term, or covenant in the Agreement, or to exercise any right or remedy under the Agreement, or upon a breach of the Agreement shall not constitute a waiver of such provision or right. A Party's acceptance of services during the continuation of breach of the Agreement shall not constitute a waiver of any such breach or of any term, covenant, or provision of the Agreement. A waiver of any portion of the Agreement or responsibilities pursuant thereto may only be effectuated in writing by the waiving Party.

15. Construction

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

16. Severability

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

17. Governing Law

The Agreement shall be governed by, 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 otherwise defer to the substantive laws of another jurisdiction. The Parties consent to the jurisdiction of the State court within the county of HMB's choosing, or applicable federal court within the federal district of HMB's choosing.

18. No Punitive Damages

HMB shall not be liable to the District for punitive damages for any alleged breach of the Agreement or other alleged action. The District hereby expressly waives its rights to claim punitive damages against HMB.

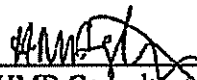
19. Headings

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

20. **Fingerprinting**

HMB agrees that its employees may be subject to fingerprinting and a criminal background check as may be required by the Education Law of the State of New York. In such instance, HMB agrees to cooperate with the District and to complete any and all necessary forms or procedures at no expense to the District.

IN WITNESS HEREOF, the Parties hereto have executed the Agreement as of the day and year written below:



HMB Consultants, LLC

June 6, 2020

Date

By: Heather M. Bigley, President

Lawrence Union Free School District

Date

By: _____

15. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and
16. Will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

In the event We engage a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

Where a parent or eligible student requests a service or product from a third-party contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party contractor for purposes of providing the requested product or service, such use by the third-party contractor shall not be deemed a marketing or commercial purpose prohibited by Plan.

The provision of this Plan to a School District along with our signed Retainer Agreement shall constitute an acknowledgement, acceptance, and signature of the District's Parent Bill of Rights.

6.3 Including Security in Job Responsibilities	12
6.4 User Training	12
6.5 Clean Desk Policy.....	13
Part 7: Operational Security.....	13
7.1 Operating System Access Control	13
7.2 Incident Management Procedures	13
7.3 System Planning and Acceptance	14
7.4 Protection against Attacks	14
7.5 Information Back-up.....	14
7.6 Inventory Requirements.....	14
7.7 Disposal of Media	14
7.8 Installing Software	14
Part 8: Policy Maintenance and Revisions.....	15
Part 9: Other Related Company Policies	15
9.1 In-House Software Validation	15
9.2 Non-Disclosure Agreement (NDAs)	15
9.3 Payment Card Industry (PCI) Compliance.....	15
References:	17

Definitions

When used in the following Cyber Security policy, the following terms are defined terms as follows:

Authorized User: Refers to any individual granted credentials to access Company Information Technology Resources.

Application: A computer program or set of programs, or application systems that meet a defined set of business needs.

Application System: An interconnected set of IT resources under the same direct management control that meets a defined set of business needs.

Attack: An attempt to bypass security controls on an IT system in order to compromise the data.

Authentication: The process of ensuring the identity of a connected user(s) or participant(s) exchanging electronic data.

Bring Your Own Device (BYOD): Policy of governing personally owned mobile devices (i.e. laptops, tablets, and smart phones, etc.) for use in the workplace, and to use those devices to access privileged company information and applications.

Contractor: Affiliated agents or any firm, provider, organization, individual, or other entity performing business activities with or for the company.

Extranet/VPN Connection: Network-level access originating from outside the network (remote access connections, and company VPNs).

Information Technology (IT): Telecommunications, automated data processing, databases, the internet, information management systems, and related information, equipment, goods, and services.

Information Technology (IT) Infrastructure: Consists of the equipment, systems, software, and services used in common across an organization. An IT Infrastructure also serves as the foundation which allows an organization to deliver IT solutions and services to its employees, partners and/or customers and is usually internal to an organization and deployed within owned facilities. Approaches to provisioning of IT infrastructure vary across organizations, but commonly include capabilities such as Domain Name Server (DNS), and Wide Area Network system (WAN). Additional common capabilities examples include IT security systems, servers, routers, workstations, networked Supervisory Control and Data Acquisition (SCADA) systems, and networked printers (multifunction devices).

Information Technology (IT) Risk Assessment: A process by which to determine what IT assets exist that require protection, and to understand and document potential risks from IT security failures that may cause loss of information confidentiality, integrity, or availability. The purpose of a risk assessment is to help management create appropriate strategies and controls for stewardship of information assets.

Information Technology Services (ITS): Personnel of Company and its subsidiary companies assigned to maintain and monitor the use of and maintenance of company hardware, software, services, and supporting infrastructure to manage and deliver information whether it is voice, data, and video.

Internal System or Network: An IT system or network designed and intended for use only by company employees, contractors, and business partners.

Intrusion Detection Systems (IDS): Software and/or hardware designed to detect an attack on a network or computer system. A Network IDS (NIDS) is designed to support multiple hosts, whereas a Host IDS (HIDS) is set up to detect illegal actions within the host. Most IDS programs typically use

connectivity with limited physical port options. Examples of Tablet PCs include: iPad, HP Elitebook, Samsung Galaxy, etc.

Threat: Any circumstance or event (human, physical, or environmental) with the potential to cause harm to an IT system in the form of destruction, disclosure, adverse modification of data, and/or denial of service by exploiting vulnerability.

Trusted Agency, System or Network: An IT system or network that is recognized automatically as reliable, truthful, and accurate without continual validation or testing.

Untrusted: Characterized by absence of trusted status. These can be things that are assumed to be unreliable, untruthful, or inaccurate unless proven otherwise.

Vulnerability: Relates to risk of attack. In IT terms, vulnerability describes points of risk to penetration of security barriers. Awareness of potential vulnerability is very important to designing ever more effective defenses against attack by unauthorized parties.

Policy

Part 1: Preface

This policy is a statement of responsibilities, accepted behaviors, and rules required to be established and maintained at Company; this will set a direction which offers broad guidance and defines senior management requirements for digital information security, similar processes and actions. Compliance is required. This policy is consistent with existing Company policies, and procedures. Senior management is fully committed to information security and agrees that every person employed by Company, or any of its subsidiary or affiliated companies, is responsible to perpetually maintain the security and privacy of company data.

Part 2: Privacy and Data Security

Confidential information must be protected at all times. Hard copy material shall be kept under lock and key and shared only with authorized personnel. The distribution of digital information shall follow current security policy as determined by management. If one is in doubt regarding current security protocols, please review with one's manager before transferring any confidential information.

"Confidential information" includes all confidential or proprietary information that is owned or controlled by Company, including without limitation: personnel information, know-how, trade secrets, formulas, methods, processes, technology, techniques, business plans, strategies, pricing, sales and marketing information, and proprietary financial information whether provided orally, by demonstration or in writing, whether tangible or intangible and in whatever form or medium provided.

Any and all confidential information electronically sent, either externally or to an affiliated company, must be, at a minimum, password protected, or have security attached as approved by management.

These restrictions are not intended to interfere with protected concerted activity or trespass on employee rights under applicable state and federal regulations.

2.1 Policy and Standards Relationship

Company has, and will continue to develop, principles that support the implementation of this policy for systems and technologies being used within the Company domain. These security standards have been created and applied, to establish uniformity of information protection and

some in-house applications and will be activated in a timely manner in order to record exceptions, and other security-relevant events that represent security incidents, or deviation from any policy and shall be produced and kept to aid in future investigations and access control monitoring.

Note: All in-house applications are protected with industry standard authentication methods.

2.8 Cloud Computing

Company uses "cloud" computing services in various areas of business operations given its flexibility and availability throughout the company without needing a physical location. The use of cloud computing services for work purposes must be formally authorized by the local ITS Manager/CIO or management designee. The local ITS Manager/CIO will certify that security, privacy and all other ITS requirements will be adequately addressed by the cloud computing vendor.

For any cloud services that require users to agree to terms of service, such agreements must be reviewed and approved by the local ITS Manager/CIO. The use of such services must comply with existing Company Information Security Policy and Internet Usage Policy, in the employee handbook. In addition the cloud service(s) must also comply with all laws and regulations governing the handling of personally identifiable information, corporate financial data, or any other data owned or collected by Company. Employees must not share company cloud computing login credentials with co-workers. ITS will keep a confidential document containing account information for business continuity purposes. For security purposes the credentials stored in this document shall be encrypted, and access to this document shall be on a needs basis with authorization by the requestor's supervisor or manager.

Note: Personal cloud services accounts may not be used for the storage, manipulation or exchange of company-related communications or company-owned data.

2.9 Antivirus Requirements

All company owned devices that are, or will be, connected to the company network are required to have antivirus software program/app installed. Where applicable, shall include laptops, desktops, tablets, smartphones, etc. With this such devices shall have at minimum an ITS certified virus protection system on the device. Where suitable the ITS certified antivirus protection software shall be a software agent that is deemed to be comparable to the antivirus software that is being used as the enterprise standard antivirus protection software.

2.10 Policy Management and Enforcement

The ultimate responsibility of management and enforcement of the policy lies with the CFO of each respective Business Unit.

In the absence of a CFO on premise, the responsibility shall fall to a duly designated representative.

Part 3: Network Security

3.1 Network Management

Company implements a range of network controls to maintain security in its trusted internal network and to protect connected services and networks. These controls primarily take the form of access file credentials such that only authorized personnel may access certain protected folders, and files that reside on the network itself.

Part 4: Email

All use of email must be consistent with Company policies and procedures of ethical conduct, safety, compliance with appropriate laws and proper business practices as noted in, but not limited to, the employee handbook. Furthermore, authorized Company email accounts shall be used solely for Company business related purposes.

The Company email system shall not to be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, disabilities, age, sexual orientation, religious beliefs and practice, national origin, or other legally protected characteristic. Employees who receive any emails with this content from any Company employee shall report the matter to their supervisor or HR immediately. Sending chain letters or joke emails from a Company email account is prohibited.

4.1 Security of Email

All company email is subject, at any time, to monitoring, and the release of specific information is subject to applicable state and federal regulations, company guidelines, policies and procedures on confidentiality. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of company information. It is a violation of company policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others, unless such access is directly related to that employee's job duties. Employees found to have engaged in such activities shall be subject to disciplinary action.

4.2 Email Tampering

Electronic mail messages received shall not be altered without the sender's permission. Nor shall electronic mail be altered and forwarded to another user and/or unauthorized attachments placed on another user's electronic mail message.

4.3 Email Retention

All Company electronic documents, including emails will be retained as if they were paper documents. Therefore, any electronic files will be maintained for the appropriate amount of time. If a user has adequate reason, the message shall be printed in hard copy and kept in the appropriate file, or electronically moved to an archive location on an appropriate and secure file server. Those emails that reside on such a server shall be secured in a way to uphold the integrity of the data, by preventing unauthorized alterations to said emails.

Note: Email retention periods may vary, depending on the subject of the email. Also note that it is the responsibility of the local ITS Manager and staff to uphold and implement the email retention periods as required by customer request, and/or governmental laws.

Part 5: Mobile Devices

5.1 Portable Computing Devices and Information Media

Highly sensitive data shall always be stored in a Company designated encrypted format on portable computing devices and information media. Individuals requiring remote access to secure information shall do so only via the VPN services provided by ITS.

When using portable computing devices (such as laptops, smart phones, and personal data assistants) to access company information special care must be taken to ensure that the device, and information accessed by that device, is not compromised by unauthorized persons viewing information on the screen. Only devices authorized by ITS are allowed to access data on the

is required to archive or delete information according to record retention policy. User accounts and email shall be disabled by ITS upon termination of employment.

6.2 Messaging and Conferencing

When making use of commercial communications facilities or services, only Company approved services may be used.

6.2.1 Wi-Fi Hotspots

- When connecting to a Wi-Fi hotspot all Company users should use the Company provided VPN client that was installed by ITS for the purpose of accessing secured data.

6.3 Including Security in Job Responsibilities

Security roles and responsibilities as defined by the following must be documented where appropriate. They will include any general responsibilities for implementing or maintaining the security policy as well as any specific responsibilities for the protection of particular assets, or for the execution of specific security processes.

Authorized User: Refers to any individual granted credentials to access company Information Technology Resources.

Chief Information Officer, CIO: The individual responsible for overseeing the management of company wide data systems. The CIO will make recommendations for policy and problem resolutions in consultation with the ITS staff.

Data Users: Are individuals who need access to and use of company data as part of their assigned duties or in fulfillment of assigned roles or functions. Individuals who are given access to sensitive data have a position of special trust, and as such, are responsible for protecting the security and integrity of those data.

Information Technology Services (ITS): Is responsible for the data processing infrastructure and computing network which support information owners. It is the responsibility of ITS to support this policy and provide resources needed to enhance and maintain the required level of digital information security.

Supervisors: Are responsible for the implementation of this and other cyber security policies and the compliance of their employees. Supervisors must educate their employees with regard to information security issues, including information retention policies. Supervisors will explain the issues, the rationale for the policies, the role(s) individuals have in safeguarding information assets, as well as the consequences of non-compliance.

System Administrators: Are the staff members responsible for administering security tools, auditing security practices, identifying and analyzing security threats and solutions, implementing specific security controls and responding to security violations. They have administrative control over user IDs and passwords and the associated processes for reviewing, logging, implementing access rights, emergency privileges, exception handling, and reporting requirements.

- Errors resulting from incomplete or inaccurate business data.
- Breaches of confidentiality.
- Loss of integrity of the software or other system component.

7.3 System Planning and Acceptance

Advance planning and preparation must be performed to ensure the availability of adequate capacity and resources. Requirements for new systems must be established, documented and tested prior to their acceptance and use. Capacity demands shall be monitored and projections of future capacity requirements made to ensure that adequate processing capability and storage are available. This information will be used to identify and avoid potential bottlenecks that might present a threat to system security or user services. Acceptance criteria based on best practices for new information systems, upgrades and new versions of existing systems must be established. Suitable tests will be performed to ensure requirements have been met prior to formal system acceptance, local ITS and senior management will ensure that the requirements and criteria for acceptance are clearly defined, agreed, documented and tested.

7.4 Protection against Attacks

Software and associated controls have been implemented across all Company systems to prevent and detect the introduction of malicious software. The introduction of malicious software such as a computer virus, network worm programs, and Trojan horses can cause serious damage to networks, workstations, and company data. User education will outline the dangers of unauthorized or malicious software. The types of controls and frequency of updating signature files, etc., is dependent on the value and sensitivity of the information that could be potentially at risk. Company workstations, servers, or other relevant systems, get virus signature files updated regularly.

In the event of a cyber breach, the Company Cyber Incident Response Procedure is to be used to minimize the impact. Such response shall include the reporting and response requirements found in Part 121.

7.5 Information Back-up

Back-ups of critical Company data and software are performed regularly. A threat and risk assessment is performed at least annually to determine the importance of business systems, and the time frame required for recovery. Processes are in place to back-up the data and software (via back-up data server tapes, and bare metal disk systems) that are held in an off-site location. Restoration of data is tested periodically. Formal disaster recovery plans for each critical Company application will be developed, documented, and tested periodically. Test results will influence changes to disaster recovery plans.

7.6 Inventory Requirements

Local ITS shall maintain an asset database that must be updated regularly to ensure that all central IT property (such as laptops, desktops, cellphones, etc.) is properly accounted for. Furthermore, an assessment of the importance of the services provided and the sensitivity of the information held on these systems shall be performed.

7.7 Disposal of Media

Sensitive information could be leaked to outside persons through careless disposal of media. Media such as tapes, CDs, servers, mainframe, and PC hard drives which contain sensitive data must be disposed of in accordance with Company procedures and/or applicable law. Formal processes have been established to minimize this risk. Media containing sensitive Company data must be destroyed by shredding, or electronic erasure of data before disposal consistent with record retention laws.

business processes for payment card processing, analyzing them for vulnerabilities, fixing those



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, New York – 11801

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

SERVICES AGREEMENT - SUMMER SCHOOL

This agreement to provide professional services of supplemental healthcare and related personnel (the "Agreement"), effective is by and between **Lawrence Union Free School District** with its office at **195 Broadway, Lawrence, New York 11559** (hereinafter "Client"), and **Health Source Group, Inc.** (hereinafter "HSG" or "Company") with its principal office at **25 Newbridge Road, Suite 312, Hicksville, New York 11801** (hereinafter "Professional Service Provider"). Entering into this agreement for the 2020 SUMMER SCHOOL year does not alter any other existing agreements by and between Lawrence Union Free School District as this agreement. This agreement shall renew automatically for each summer school year unless changes or cancellation are communicated in writing by either side. Exhibit "A" below lists active transferred employees and additional proposed staff by Lawrence Union Free School District. This list shall be further amendable by Health Source Group as needed.

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

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

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

1. Services to Client

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

Upon request of the CLIENT, CLIENT shall exclusively provide for transfer, accept employees already transferred or referred by CLIENT to Health Source Group, all qualified, prescreened, fingerprinted, background checked and fully cleared Matrons and other personnel of its supplementary schools of the Lawrence Union Free School District. All such staff or proposed staff who willfully transfer and are accepted by Health Source Group after, including, but not limited to renegotiated and agreed salaries or pay rates and terms and conditions, shall be employees of Health Source Group and shall remain as

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

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

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

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

2. Payment and Invoicing terms

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

Please see EXHIBIT" A"

2.2 Cancellation Policy / Reimbursable Costs

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

2.3 Invoicing.

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

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

2.4 CHANGES.

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

3. Standard of Care

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

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

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

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

4. Insurance Liability

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

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the district as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract

II. The policy naming the district as an additional insured shall:

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

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

IV. Required Insurance:

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

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

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

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

- **Professional Liability**

Covering the professional acts of the health care professional, resulting from his or her contract and/or services provided for the District. Coverage shall be in the amount of \$2,000,000 per occurrence, \$2,000,000 aggregate. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

- **Excess Insurance**

\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

- **Performance Bond (Optional)**

If required, these bonds shall be provided by a New York State admitted Surety Company, in good standing. The district shall be named as the Obligee, and an original Power of Attorney, Corporate and Surety Acknowledgements must accompany the bond.

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

5. Terms and Termination

5.1. This agreement shall extend for a period of one year from the date set forth above, unless sooner terminated as provided herein. Either party may terminate this agreement at any time without liability or cause by giving 30 days written notice to the other party. Termination shall have no effect upon any rights accrued or liabilities incurred for the assignment of a HSG personnel for a predetermined time period prior to the termination of this agreement.

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

6. Non-Discrimination

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

7. Confidentiality

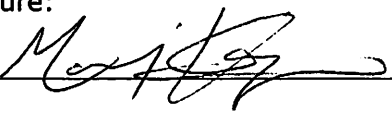
HSG agrees to maintain strict confidentiality concerning CLIENT's confidential information (and vice versa), including but not limited to all student care, student data and any other information, as well as all business planning, financial information, trade secrets other proprietary information, written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

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

9. Indemnification

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

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

Health Source Group, Inc.	Lawrence Union Free School District:
Print Name: <u>MANOJ KAPUR</u>	Print Name: _____
Signature: <u></u>	Signature: _____
Title: <u>DIRECTOR</u>	Title: _____
Date: <u>3/11/2020</u>	Date: _____

"Exhibit A"

A detailed list to be provided by Lawrence Union Free School District (and made part of this Exhibit A of personnel of Lawrence Union Free School District who transferred or proposed staff who transfer) to Health Source Group and will continue to work at Lawrence Union Free School District into the new school year. Health Source Group shall be responsible for paying the transferred staff directly from its payroll. Rates charged by Health Source Group to Lawrence Union Free School District (Lawrence UFSD) for Matrons transferred to Health Source Group shall be as per following markup:

Pay Rate by HSG to Matrons (Summer Only)	*Billing Rate to Lawrence UFSD (Summer Only)
<i>*Markup percent on billing rate remains unchanged and is prorated due to minimum New York State minimum wage increases.</i>	
11.00 (2018 pay rate)	14.63 (old 2018 bill rate)
12.00 (2019 pay rate)	15.96 (2019 prorated bill rate)
13.00 (2020 pay rate)	18.20 (2020 prorated bill rate)

All rates above are per hour in US dollar with a maximum up to 40 hours per week allowable time as per Lawrence Union Free School District's scheduling. All summer school billing rate represents a thirty three percent markup. All matrons shall be paid the New York State minimum wage rate or more and billing rates shall be marked up on a prorated basis as per above schedule. This covers each Matron resource which Lawrence Union Free School District transfers to Health Source Group who willingly accepts such a transfer to work on Health Source Group's payroll at the new rate. A validated signed time sheet by Lawrence UFSD will be needed for each resource confirming the number of hours work in order for the resource to be paid. Any resources outside of this scope and not covered by this paragraph can be covered through an addendum with the consent of both parties.

Special Rates: If agreed "Client" will pay one and half times for hours over 40 hours in any single week or over 8 hours in any single shift.

CLIENT: _____

Signature: _____

Date: _____



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, New York – 11801

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

SERVICES AGREEMENT

This agreement to provide professional services of supplemental healthcare and related personnel (the "Agreement"), effective is by and between **Lawrence Union Free School District** with its office at **195 Broadway, Lawrence, New York 11559** (hereinafter "Client"), and **Health Source Group, Inc.** (hereinafter "HSG" or "Company") with its principal office at **25 Newbridge Road, Suite 312, Hicksville, New York 11801** (hereinafter "Professional Service Provider"). Entering into this agreement for the 2020-2021 school year does not alter any other existing agreement by and between Lawrence Union Free School District as this agreement is primarily for the purpose of continuing service to the previous agreement. This agreement shall renew automatically for each school year unless changes or cancellation are communicated in writing by either side. Exhibit "A" below lists active transferred employees from 2019-2020 school year along with additional proposed staff by Lawrence Union Free School District. This list shall be further amendable by Health Source Group as needed.

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

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

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

1. Services to Client

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

Upon request of the CLIENT, CLIENT shall exclusively provide for transfer, accept employees already transferred or referred by CLIENT to Health Source Group, all qualified, prescreened, fingerprinted, background checked and fully cleared Nurses (such as RNs, LPN's, CNA's, NPs), Therapists (such as PT/OT/ST, PTA/COTA), Social Workers, Psychologists, Matrons, Paraprofessionals and other personnel of its supplementary schools of the Lawrence Union Free School District. All such staff or proposed

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

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

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

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

2. Payment and Invoicing terms

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

Please see "EXHIBIT A"

2.2 Cancellation Policy / Reimbursable Costs

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

2.3 Invoicing.

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

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

2.4 CHANGES.

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

3. Standard of Care

CLIENT shall transfer to HSG all necessary documentation upon authorization of each transferring or proposed new employee. HSG shall maintain the CLIENT requested of documentation for each

personnel provided to the CLIENT and shall make such documentation available for review upon request.

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

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

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

4. Insurance Liability

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

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

(General Liability Insurance is required when services are being provided off-premises – such as at the consultant's office or clinic.)

\$1,000,000 per occurrence/ \$2,000,000 aggregate.

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

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

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

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

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

5. Terms and Termination

5.1. This agreement shall extend for a period of one year from the date set forth above, unless sooner terminated as provided herein. Either party may terminate this agreement at any time without liability or cause by giving 30 days written notice to the other party. Termination shall have no effect upon any rights accrued or liabilities incurred for the assignment of a HSG personnel for a predetermined time period prior to the termination of this agreement.

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

6. Non-Discrimination

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

7. Confidentiality

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

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

9. Indemnification

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

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

Health Source Group, Inc.	Lawrence Union Free School District:
Print Name: <u>MANOJ KAPUR</u>	Print Name: _____
Signature: <u></u>	Signature: _____
Title: <u>DIRECTOR</u>	Title: _____
Date: <u>3/11/2020</u>	Date: _____

“Exhibit A”

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

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

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

Special situations (a. through d.) from previous 2019-2020 school year agreement if continued into 2020-2021 school year (details as furnished by Lawrence UFSD and made part of exhibit):

- a. 1 nurse allowed by Lawrence UFSD to work 1 extra hour above 6 1/2 hour per diem minus 1/2 hour lunch break and billable at an extra \$52.94 per diem (based on extra rate of \$9,000 per annum)
- b. 1 nurse allowed by Lawrence UFSD to work 2 hours extra, above 6 1/2 hour minus 1/2 hour lunch break = 6 hours regular + 2 extra hours. This is billable at an extra \$105.88 per diem (based on extra rate of \$18,000 per annum)

c. 1 nurse allowed by Lawrence UFSD to work up to 1 1/2 extra hours above 6 1/2 hour per diem minus 1/2 hour lunch break and billable at extra \$88.24 per diem (based on extra rate of \$15,000 per annum)

d. Any resource Lawrence UFSD requests to be paid hourly shall be honored given the above prorated rates and markups based on a 6 1/2 hour per diem school schedule.

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

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

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

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

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

Additional New Staffing Hourly Rates:

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

A detailed List of Resources for working during upcoming school year in Lawrence UFSD to Health Source Group (including Names and Titles) is attached hereto "Exhibit A."

For: Lawrence UFSD

Signed: _____

Print Name/Title: _____

Date: _____

For: Health Source Group, Inc.

Signed: 

Print Name/Title: MANOJ KAPUR / DIRECTOR

Date: 3/11/2020



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, New York – 11801

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

SERVICES AGREEMENT – 2

This agreement to provide professional services of supplemental healthcare and related personnel (the "Agreement"), effective is by and between **Lawrence Union Free School District** with its office at **195 Broadway, Lawrence, New York 11559** (hereinafter "Client"), and **Health Source Group, Inc.** (hereinafter "HSG" or "Company") with its principal office at **25 Newbridge Road, Suite 312, Hicksville, New York 11801** (hereinafter "Professional Service Provider"). Entering into this agreement for the 2020-2021 school year does not alter any other existing agreement by and between Lawrence Union Free School District as this agreement. This agreement shall renew automatically for each school year unless changes or cancellation are communicated in writing by either side. Exhibit "A" below lists active transferred employees from 2019-2020 school year along with additional proposed staff by Lawrence Union Free School District. This list shall be further amendable by Health Source Group as needed.

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

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

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

1. Services to Client

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

Upon request of the CLIENT, CLIENT shall exclusively provide for transfer, accept employees already transferred or referred by CLIENT to Health Source Group, all qualified, prescreened, fingerprinted, background checked and fully cleared Matrons and other personnel of its supplementary schools of the Lawrence Union Free School District. All such staff or proposed staff who willfully transfer and are accepted by Health Source Group after, including, but not limited to renegotiated and agreed salaries or pay rates and terms and conditions, shall be employees of Health Source Group and shall remain as

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

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

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

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

2. Payment and Invoicing terms

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

Please see EXHIBIT "A"

2.2 Cancellation Policy / Reimbursable Costs

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

2.3 Invoicing.

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

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

2.4 CHANGES.

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

3. Standard of Care

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

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

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

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

4. Insurance Liability

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

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the district as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract

II. The policy naming the district as an additional insured shall:

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

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

IV. Required Insurance:

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

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

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

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

- **Professional Liability**

Covering the professional acts of the health care professional, resulting from his or her contract and/or services provided for the District. Coverage shall be in the amount of \$2,000,000 per occurrence, \$2,000,000 aggregate. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

- **Excess Insurance**

\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

- **Performance Bond (Optional)**

If required, these bonds shall be provided by a New York State admitted Surety Company, in good standing. The district shall be named as the Obligee, and an original Power of Attorney, Corporate and Surety Acknowledgements must accompany the bond.

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

5. Terms and Termination

5.1. This agreement shall extend for a period of one year from the date set forth above, unless sooner terminated as provided herein. Either party may terminate this agreement at any time without liability or cause by giving 30 days written notice to the other party. Termination shall have no effect upon any rights accrued or liabilities incurred for the assignment of a HSG personnel for a predetermined time period prior to the termination of this agreement.

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

6. Non-Discrimination

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

7. Confidentiality

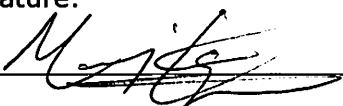
HSG agrees to maintain strict confidentiality concerning CLIENT's confidential information (and vice versa), including but not limited to all student care, student data and any other information, as well as all business planning, financial information, trade secrets other proprietary information, written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

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

9. Indemnification

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

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

Health Source Group, Inc.	Lawrence Union Free School District:
Print Name: <u>MANOJ KAPUR</u>	Print Name: _____
Signature: <u></u>	Signature: _____
Title: <u>DIRECTOR</u>	Title: _____
Date: <u>3/11/2020</u>	Date: _____

"Exhibit A"

A detailed list to be provided by Lawrence Union Free School District (and made part of this Exhibit A of personnel of Lawrence Union Free School District who transferred or proposed staff who transfer) to Health Source Group and will continue to work at Lawrence Union Free School District into the new school year. Health Source Group shall be responsible for paying the transferred staff directly from its payroll and the staff shall no longer be considered employees of Lawrence Union Free School District. Rates charged by Health Source Group to Lawrence Union Free School District (Lawrence UFSD) for Matrons transferred to Health Source Group shall be as following:

Pay Rate (on transferred employees) by HSG to Matrons	*Billing Rate to Lawrence UFSD
13.00	18.20
14.00	19.60
15.00	21.00
16.00	22.40
17.00	23.80

***All New York State minimum wage requirements to be followed as and when they occur. Markup of forty percent (40%) as per all previous years as the billing rate on the pay rates to remain the same regardless of the updated pay rates during the year.**

Matrons are entitled to 3 sick and 2 personal (total 5) paid days off which are billable by Health Source Group. All matrons shall be paid the New York State minimum wage rate or more and billing rates shall be marked up on a prorated basis as per above schedule.

All rates above are per hour in US dollar with a maximum up to 40 hours per week allowable time as per Lawrence Union Free School District's scheduling. Billing rate represents a forty percent markup. This covers each Matron resource which Lawrence Union Free School District transfers to Health Source Group who willingly accepts such a transfer to work on Health Source Group's payroll at the new rate. A validated signed time sheet by Lawrence UFSD will be needed for each resource confirming the number of hours work in order for the resource to be paid. Any resources outside of this scope and not covered by this paragraph can be covered through an addendum with the consent of both parties.

Special Rates: If agreed "Client" will pay one and half times for hours over 40 hours in any single week or over 8 hours in any single shift.

CLIENT: _____

Signature: _____

Date: _____

HEALTH SOURCE GROUP: 
DIRECTOR
3/11/2020

MANHASSET PUBLIC SCHOOLS
CONTRACT FOR HEALTH AND WELFARE SERVICES

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

The party of the first part shall pay MANHASSET within thirty (30) days of receipt of a detailed written invoice from MANHASSET. Said invoice shall specify the services provided, dates the services were provided and the total amount due for the period specified.

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.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until it is approved by the Boards of Education of each of the parties to this Agreement, at duly convened respective board meetings.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until it is approved by the Superintendent of Schools of **Lawrence UFSD**

In Witness Whereof, the parties have hereunto set their hands the day and year above written.
(Party of the first part)

Sign: _____ Date: _____
Trustee or President of **Lawrence UFSD** Board of Education
P. O. Box 477 ., Lawrence, NY, 11559

Sign: _____ Date: _____
Superintendent of **Lawrence UFSD**
P. O. Box 477 ., Lawrence, NY, 11559

(Party of the second part)

Sign: Patricia Aitken Date: 5/28/20
President of **Manhasset Union Free School District** Board of Education
200 Memorial Place, Manhasset, NY 11030

Approval of Superintendent of Schools

I have reviewed this student health and welfare services agreement and have approved the same.

Sign: [Signature] Date: 5/28/20
Superintendent of **Manhasset Union Free School District**
200 Memorial Place, Manhasset, NY 11030

MANHASSET PUBLIC SCHOOLS
CONTRACT FOR HEALTH AND WELFARE SERVICES

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

The party of the first part shall pay MANHASSET within thirty (30) days of receipt of a detailed written invoice from MANHASSET. Said invoice shall specify the services provided, dates the services were provided and the total amount due for the period specified.

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.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until it is approved by the Boards of Education of each of the parties to this Agreement, at duly convened respective board meetings.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until it is approved by the Superintendent of Schools of **Lawrence UFSD**

In Witness Whereof, the parties have hereunto set their hands the day and year above written.
(Party of the first part)

Sign: _____ Date: _____
Trustee or President of **Lawrence UFSD** Board of Education
P. O. Box 477 ., Lawrence, NY, 11559

Sign: _____ Date: _____
Superintendent of **Lawrence UFSD**
P. O. Box 477 ., Lawrence, NY, 11559

(Party of the second part)

Sign: Patricia Aitken Date: 5/28/20
President of **Manhasset Union Free School District** Board of Education
200 Memorial Place, Manhasset, NY 11030

Approval of Superintendent of Schools

I have reviewed this student health and welfare services agreement and have approved the same.

Sign: [Signature] Date: 5/28/20
Superintendent of **Manhasset Union Free School District**
200 Memorial Place, Manhasset, NY 11030

MEMORANDUM OF AGREEMENT

This Agreement is made between the following parties: 1) Lawrence Union Free School District (hereinafter, the "District"); 2) William Moss, an employee of the District (hereinafter, "Moss"); and 3) Association of Lawrence Administrators, the duly recognized collective bargaining unit representing administrators employed by the District (hereinafter, the "Association").

WHEREAS, the Association is the exclusive bargaining agent for a unit of employees of the District, from time to time referred to as the Administrators' Unit, and the parties have entered into collective bargaining agreements relative to the subject matter hereof, along with other topics; and

WHEREAS, Moss is a member of the Association; and

WHEREAS, Moss secured the 2019-2022 McKinney-Vento grant, valued at \$165,000, from the New York State Education Department for the period of July 1, 2019 to June 30, 2022;

WHEREAS, the Superintendent of Schools and the New York State Education Department approved the FS-10 budget proposal for the grant year of July 1, 2019 to June 30, 2020 containing a Project Salary line item amount of \$5,000 for a Project Administrator,

NOW THEREFORE, it is hereby stipulated and agreed by and between the undersigned as follows:

1. Moss shall retroactively be approved, effective July 1, 2019, to serve additionally as the Project Administrator for the the 2019-2022 McKinney-Vento grant program and shall be compensated according to the project salary approved by the Superintendent of Schools and the New York State Education Department for the grant years of July 1, 2019 to June 30, 2019, July 1, 2020 to June 30, 2021 and July 1, 2021 to June 30, 2022; and

2. This Agreement shall not be considered a precedent in any future proceeding between the parties and shall not be introduced into evidence or made reference to in any future proceedings between the parties with regard to the proper interpretation and application of the CBA.

3. This Agreement may be executed in one or more counterparts, each of which, once executed and delivered, shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

CONTINUED ON PAGE 2

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates indicated.

ASSOCIATION OF LAWRENCE
ADMINISTRATORS

Date: 6/12/20

Jennifer Lagnado-Papp
Jennifer Lagnado-Papp
President

LAWRENCE UNION FREE SCHOOL
DISTRICT

Date: _____

Murray Forman
President

WILLIAM MOSS

Date: 6/12/2020

William Moss
William Moss

NAWROCKI SMITH LLP

Page two

Nawrocki Smith, LLP agrees that all information obtained in connection with the services provided for in this Letter of Engagement is deemed confidential information. Nawrocki Smith, its employees, and agents shall not use, publish, discuss or communicate the contents of such information, directly or indirectly, with third parties, except as required under the terms of engagement or as otherwise required by law.

The District reserves the right to terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice. In the event of such termination, Nawrocki Smith will undertake no additional services for the District, and the District will remain liable for payment of all amounts due for the period through the effective date of such termination.

Nawrocki Smith shall provide Worker's Compensation, automobile, comprehensive general liability and professional liability (Errors and Omission) insurance. As necessary or requested, Nawrocki Smith shall provide the School District with proof of the required insurance coverage. Nawrocki Smith shall deliver insurance policies and certificates to the School District, which will provide at least a 30-day notice of cancellation or amendment. Nawrocki Smith shall maintain professional liability insurance in an amount no less than \$1,000,000, workers compensation in amounts required by law and general liability insurance (Including owned, non-owned and hired motor vehicles) in a single limit amount of no less than \$1,000,000.

Nawrocki Smith will act at all times as an independent contractor hereunder, and nothing contained herein will be construed to create a partnership or joint venture or a relationship of principal and agent or employer and employee between the School District and Nawrocki Smith.

We will be pleased to discuss this letter with you at any time. If the foregoing is in accordance with your understanding, please sign the enclosed copy and return it to us.

We appreciate the opportunity to be of professional service.

Very truly yours,

NAWROCKI SMITH LLP



By: Darin V. Iacobelli, CPA/CFF, CFE

RESPONSE:

~~This letter correctly sets forth the understanding of the School District.~~

By: _____

Title: _____

Date: _____

NAWROCKI SMITH LLP

Page three

SUPPLEMENT TO ENGAGEMENT LETTER AGREED-UPON PROCEDURES

Risk Assessment:

1. Develop an understanding of the critical business processes of the District within each functional area
2. Identify and quantify risks based on the understanding of the business processes and stated business rules
3. Identify whether the controls that are currently in place address such risks and ascertain if they are operating effectively
4. Recommend improvements in internal controls



INSURANCE PROPOSAL

PREPARED FOR:

Lawrence UFSD

POLICY PERIOD

07/01/2020 to 07/01/2021

NOTE: DESCRIPTIONS OF COVERAGE IN THIS DOCUMENT HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE OFFERED AND THE COMPLETE INSURANCE POLICY TERMS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS PROPOSAL AND THE ACTUAL POLICY OF INSURANCE ISSUED INCLUDING SUBSEQUENT POLICY ENDORSEMENTS, THE COMPLETE INSURANCE POLICY SHALL BE THE GOVERNING DOCUMENT.

THIS QUOTATION IS VALID FOR 60 DAYS BUT NOT PAST THE INCEPTION OF THE PROPOSED POLICY TERM.

A WRITTEN REQUEST FOR ANY OF THE QUOTATIONS PROVIDED HERE MUST BE SENT TO, AND ACKNOWLEDGED AND ACCEPTED BY NYSIR, PRIOR TO THE POLICY INCEPTION DATE.

NYSIR Proposal 07/01/2020 to 07/01/2021

COVERAGE FEATURES

Since its formation by member owners in 1989, NYSIR has distinguished itself by expanding the scope of coverage offered to New York State Public Schools. The following are a few of the key improvements.

NYSIR Special School Policy

General Liability Coverage Section

- **Cyber Liability.** NYSIR provides two separate endorsements, each with their own coverage limits. They are designed to provide protection for claims resulting from a data breach and/or computer attack. The endorsements will respond for your covered expenses related for damage to your computer system, notification expenses to affected individuals in the event of a data breach, data restoration and recreation costs and more. In addition, coverage for defense and settlement costs arising from 3rd party claims related to a data breach and or computer attack is included. These coverages are included automatically without a premium charge with a separate \$250,000 aggregate limit for each coverage section.
- **Sexual Misconduct Declaratory Endorsement.** Some insurance company policies may remain silent on coverage for sexual misconduct claims. The courts have ruled that the standard General Liability policy does not offer protection for deliberate acts of sexual misconduct for either the perpetrator or the entity as employer. The court stated that deliberate acts do not meet the definition of an occurrence under the policy, and thus are not covered. Unless an affirmative policy endorsement provides this important protection, a carrier can disclaim coverage. NYSIR declares the coverage intent by providing an affirmative endorsement on the General Liability policy at no extra cost.
- **Worldwide Protection.** The territory description for the NYSIR General Liability and Excess Liability Policies protection is Worldwide, as long as permissible with the laws of the United States of America. NYSIR's worldwide protection does not contain any policy restriction that the suit must be brought in the United States.
- **Expanded Definition of Insured.** The NYSIR policy definition of "Insureds" includes all employees, student teachers, the school board and its members and authorized volunteers.
- **Policy Aggregate Limits.** NYSIR does not cap the General Aggregate limit or Personal and Advertising Aggregate limit for either the General Liability or Excess Catastrophe Liability Policies.
- **Liability Coverage for District Health Care Service Providers.** Coverage is afforded for bodily injury or personal injury arising out of employees providing or failing to provide professional health care services. This includes nurses, psychologists, physical therapists and others.
- **Broadcasting and Publishing Liability Coverage Enhancement.** Personal and Advertising Injury coverage includes advertising, publishing, broadcasting and telecasting operations or activities sponsored by the Named Insured. There is no exclusion for district operated internet activities.

NYSIR Proposal 07/01/2020 to 07/01/2021

- **Medical Payments.** Medical payments coverage is extended to include "Volunteers" and school board members, when injured while performing duties on behalf of the school district.
- **Watercraft Endorsement.** Automatic general liability coverage for non-motorized watercraft used in district activities such as crew, kayak and sailing clubs.
- **Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception.** Amends the CGL pollution exclusion to include coverage for "bodily injury" and/or "property damage" under certain circumstances related to building heating cooling and dehumidifying equipment and/or a hostile fire.
- **Limited Pollution Liability.** (Optional coverage at additional cost.) The Limited Pollution Liability Endorsement is intended to protect the district against suits for bodily injury or property damage arising out of exposure to pollutants that have been released from your premises. This coverage does not offer protection for clean-up costs associated with pollutants. The form provides a separate \$1,000,000 annual policy Aggregate Limit.

Property Coverage Section

- **Agreed Value Blanket Limit.** The NYSIR property policy provides a blanket limit and agreed value provision. As long as property valuations are kept current, this eliminates any co-insurance penalty being applied on a loss settlement.
- **Replacement Cost.** Both building and business personal property (contents) are valued at the time of loss on a replacement cost basis. There is no depreciation rate applied to the loss, as there would be under a policy based on an actual cash value loss settlement.
- **Covered Property.** Covered property includes all real and business personal property at a schedule location. This includes foundations and other underground property, all out door property including artificial fields, antennae, retaining walls, bridges, fences, walkways and other paved surfaces. There are no sub-limits for property types, no limitations for building glass, no limitations for water damage (other than for the peril of flood) and no exclusion or sublimit for back-up of sewers and drains.
- **Ordinance or Law.** This endorsement is designed to meet ordinance and law requirements imposed after a covered cause of loss. It includes additional coverages for increased costs of construction, demolition and debris removal. Includes costs associated with asbestos clean- up and abatement. There is a combined total limit of insurance for Coverage B and Coverage C of \$5,000,000. This allows the limit of insurance to be applied to either coverage most favorably based on the circumstances of the loss.
- **No Windstorm Deductible.** Only the deductible stated on the policy is applied on a windstorm loss, not a percentage of the building value.
- **Pollution Clean-up.** Provides on premises clean-up of pollutants when there is a specified covered cause of loss to district property. The additional limit of insurance under this coverage extension is \$100,000 per policy year. This applies to loss from all covered perils.

NYSIR Proposal 07/01/2020 to 07/01/2021

- **Non-Stacking Deductibles.** Only one deductible will apply per covered loss when a claim involves multiple property coverages. For example, a fire could result in a claim under both the property and the inland marine coverage lines. A formula is utilized which provides the maximum payment to the policyholder.
- **Green Building Loss Settlement Enhancement.** NYSIR will pay up to an additional ten percent (10%) of the direct physical damage loss payment amount up to a maximum of \$75,000 per loss to replace or restore damaged covered property with equipment and/or materials compliant with the most current LEED (Leadership in Energy and Environmental Design), Energy Star or Green Seal standard in effect on the date of the loss. This additional limit of insurance can also be applied towards the cost of services from accredited green building professionals.
- **Violent Events Coverage.** Provides a limit of \$1,000,000 for extra expense reimbursement after a "violent event". Does not require direct damage to insured property to be triggered.
- **Earthquake & Excess Flood.** (Optional coverage at additional cost.) The standard NYSIR property policy provides a \$25,000 limit with only a \$250 deductible for the peril of flood. The optional excess earthquake and flood endorsement provides a coverage limit of \$1,000,000 for each of the perils of flood and earthquake. This coverage is excess of any coverage available from the National Flood Insurance Program for any "A" and/or "V" flood zone.

NYSIR Automobile Policy

- **Replacement Cost for Buses.** When a total loss involving a bus that is 10 years old or newer and comprehensive and collision coverage is carried, NYSIR will pay to replace the damaged vehicle with a comparable bus.
- **Single Deductible Endorsement.** In the event of an incident, (vandalism, collision, etc.) involving two or more vehicles listed on the Schedule of Autos, a single deductible will be applied to the loss settlement, not a per vehicle deductible. The only deductible that will apply to the loss will be the largest deductible carried by any one vehicle that is damaged. Comprehensive and collision coverage must be carried at the time of loss.
- **Automobile Deductible Reimbursement.** This coverage extension provides for a deductible reimbursement of up to a \$1,000 maximum limit per occurrence for physical damage to a private passenger vehicle owned by or leased or rented to a Director, Trustee, Administrator, Employee, School Board Member or authorized volunteer of the Named Insured, when the vehicle is being used in the course of their work on behalf of the school district.

NYSIR Proposal 07/01/2020 to 07/01/2021

NYSIR School Board Legal Liability Policy

- **Employment Practices Liability (EPL).** EPL coverage is also included under the NYSIR School Board Legal Liability policy. This coverage addresses allegations of harassment, hostile workplace claims, failure to promote, wrongful dismissal, and breach of employment contract, among others.
- **One Deductible.** The policy deductible is applied only to an indemnity payment. All covered legal expenses are paid from the first dollar. Some School Board insurers apply deductibles for both defense costs and indemnity payments. With approximately 80% of all school board and employment practice liability claims involving only defense costs, this policy benefit will result in significant savings.
- **Expanded Definition of Insured.** The NYSIR policy definition of "Insureds" includes the School Entity, the Board of Education of the School Entity, all present and former members of the Board of Education, and officers, trustees, employees, student teachers and volunteers.

NYSIR Excess Catastrophe Liability Policy

- **Building Heating, Cooling and Dehumidifying Equipment Exception.** Amends the Excess Catastrophe pollution exclusion to provide coverage for "bodily injury" and/or "property damage" under certain circumstances related to building heating cooling and dehumidifying equipment.
- **Limits of insurance are available up to \$25,000,000 per occurrence.** Provides liability coverage limits above the \$1,000,000 per occurrence limit provided under the NYSIR general liability, automobile liability, and school board legal liability policies.

NYSIR Proposal 07/01/2020 to 07/01/2021

CLAIM PHILOSOPHY

WHY NYSIR DISTRICTS LOOK FORWARD TO THEIR DAY IN COURT

Preparation

Long before a liability suit against a school district reaches the courthouse, a large portion of the real work has already been done. NYSIR has a well-established reputation of fighting frivolous lawsuits. Standing behind the defense of each claim is NYSIR's highly effective risk management program and claims team. This includes utilizing legal counsel specializing in school litigation, and supportive preparation and coordination with school personnel. NYSIR assigns law firms to individual districts with an emphasis on the development of attorney-school relationships that help create efficiencies. This relationship is geared to foster an in-depth understanding of school policies and practices, improved communication, and a real commitment to the school staff, students and community.

Setting the Benchmarks

Before the notice of claim is received, preparation begins. Through active participation in NYSIR's Risk Management Program, certificates of insurance are received, reviewed, modified and approved by the NYSIR team. Schools should not bear the burden of insurance responsibilities that should properly be assumed by others. Identification of potential loss and appropriate risk transfer by NYSIR risk management, underwriting and claims personnel has saved loss dollars for subscriber districts over the past twenty years.

NYSIR has demonstrated its ability to stand up for school district rights. A commitment to active litigation of claims has enabled our attorneys to pursue and win landmark cases, establishing precedents not only for New York Schools, but for other entities that serve the public as well. Not all cases need to proceed through lengthy and costly trials. Our highly successful motions to dismiss actions against districts are cited by lawyers throughout the state when faced with similar claims. We are proud to set a beneficial precedent on behalf of New York public schools.

Some ridiculed the concept of spending funds to take a case to court when a settlement might be initially less costly. NYSIR founding members knew that they wanted to do what was right. If a district has met its obligations to ensure health and safety, then signaling a willingness to settle would only increase the frequency of future litigation.

NYSIR Proposal 07/01/2020 to 07/01/2021

RISK MANAGEMENT PROGRAM

The NYSIR Risk Management Program is school specific – designed to address the loss exposures unique to school districts and BOCES. NYSIR subscribers receive the following services at no charge:

- **Annual Inspections.** A risk assessment of the district's facilities, operations and activities is conducted annually for each subscriber. A report listing practical suggestions for improving subscriber safety and loss control measures is then generated.
- **Special Inspections**
Additional visits to evaluate specific areas (e.g. school security, threat assessments, playground equipment, gymnasiums, fire or life safety situations, athletic exposures, etc.) are scheduled as requested by subscribers.
- **Certificate of Insurance/Contract/Bid Specifications Review**
NYSIR Risk Management helps subscribers reduce the costs of claims by assisting subscribers transfer risk through the use of insurance certificates and indemnification language. These transfers typically involve users of facilities, contractors and transportation companies.
- **Enhanced Risk Transfer Program**
Subscribers benefit from our Enhanced Risk Transfer Program. NYSIR risk management staff will handle the transactions for use of facility and transportation documents until the certificate process is completed - either in compliance with your specifications or NYSIR's standard recommendations.
- **In-District Training**
NYSIR Risk Management staff conducts customized training at subscribers' locations. Popular sessions include playground and cafeteria monitor training, custodial training, risk management for administrators and fire and life safety.
- **Attendance at Subscriber Safety and Security Committees**
NYSIR Risk Management staff attends school safety committees throughout New York State, providing technical assistance, training and resource materials.
- **Risk Management Advisory Services**
Subscribers have unlimited access to NYSIR Risk Management Staff to answer questions or conduct research concerning physical hazards, district activities, procedures, school security, employment practices, transportation, etc.

NYSIR Proposal 07/01/2020 to 07/01/2021

- **NYSIR Regional Seminars**

NYSIR sponsors regional seminars throughout New York State to address current trends and legal issues that create potential loss exposures for public school districts and BOCES.

Topics include:

- Playground Safety
- Athletic Risk Management
- School Security
- Employment Practices Liability
- Social Media Liability
- IT Exposures and Liability
- Sports Management
- Science and Lab Safety
- Risk Transfer
- Boiler and Electrical Safety
- Bullying Prevention

- **NYSIR Web Site**

Subscribers have access to enhanced risk management, safety materials, presentations, sample forms (waivers and releases, permission slips and insurance requirements) and other programs from the "Subscribers Only" portion of the NYSIR website: www.nysir.org

- **Informative Publications**

Subscribers receive "Subscriber only" copies of NYSIR subscriber publications, alerts and bulletins.



TERRORISM INSURANCE DISCLOSURE NOTICE

COMPANY: THE NEW YORK SCHOOLS INSURANCE RECIPROCAL COVERAGE FOR ACTS OF TERRORISM IS INCLUDED IN YOUR ENCLOSED INSURANCE PROPOSAL. YOU SHOULD KNOW THAT, UNDER YOUR PROPOSAL ENCLOSED HEREIN, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM WOULD BE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015. UNDER THIS FORMULA, THE UNITED STATES WOULD PAY 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE TERRORISM RISK INSURANCE ACT AS AMENDED CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PORTION OF YOUR PROPOSED ANNUAL PREMIUM ATTRIBUTABLE TO COVERAGE FOR ACTS OF TERRORISM IS \$0.

NYSIR Proposal 07/01/2020 to 07/01/2021

Other Quotation Notes and Disclaimer

This quotation may vary from the coverage requested. You must review this proposal and all the related documents included with it carefully.

At the time of this proposal, NYSIR was rated by A.M. Best as "A", Financial Class size VIII. An "A" rating is assigned to insurance companies that have, in the opinion of A.M. Best, an excellent ability to meet their ongoing insurance obligations.

Employee Benefits coverage provided under the General Liability section of the Special School Policy and the School Board Legal Liability policy are written on a claims made basis. There is no coverage for claims arising out of incidents, occurrences or alleged wrongful act(s) which took place prior to the retroactive date stated in each policy. Each policy covers only claims actually made against the Insured and reported to the Company while the policy remains in effect. All coverage under each ceases upon the termination of the policy, except for the automatic basic extended reporting period coverage, unless the Insured purchases supplemental extended reporting period coverage. The length of the automatic basic extended reporting period is ninety (90) days.

Descriptions of coverage in this and other proposal documents have been simplified and are subject to the coverage offered and the complete policy terms and conditions. In the event of a discrepancy between this proposal and the actual policies of insurance issued including subsequent policy endorsements, the complete policy(ies) shall be the governing document. Policy forms are available upon request.

This quotation is valid for 60 days but not past the inception date of the proposed policy term.

A written request for binding any coverage quoted here must be sent to, and acknowledged and accepted by NYSIR, prior to the policy inception date.

The complete policy terms, conditions and exclusionary provisions, as well as the facts of any allegation that could lay raise to a claim under any policy would need to be evaluated in their entirety as respects any coverage determination in an actual claim situation. None of this material amends, or otherwise affects, any provisions or coverage of any insurance policy issued by the New York Schools Insurance Reciprocal. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.



A.M Best ratings of the companies quoted

Comprehensive General Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Fire and Related Perils

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Inland Marine

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Boiler and Machinery

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Comprehensive Automobile Liability and Physical Damage

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

School Board Legal Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Excess Catastrophe Liability

New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Uniondale, N.Y. 11553
A (Excellent) VIII

Optional Coverage

Commercial Crime

Travelers Insurance Company, 1 Park Place, Suite 301, Albany, NY 12205
A++ (Excellent) XV

NYSIR Summary of Insurance Limits

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
Commercial Property			
Building & Contents (Total Insured Value)	\$210,451,168.92		\$5,000
Extra Expense (Including Loss of Income)	See Note #1		See Note #2
Ordinance or Law (Coverage A)	See Note #3		
Ordinance or Law (Combined Coverage Limit B&C)	\$5,000,000		
Pollution Cleanup and Removal	\$100,000	\$100,000	
Property in Transit	\$100,000		
Exterior Signs	\$50,000		\$250
Valuable Papers	\$50,000		
Accounts Receivable	\$50,000		
Primary Flood Coverage	\$25,000	\$25,000	\$250
Backup of Sewers & Drains	Included		
Earthquake	\$1,000,000	\$1,000,000	\$25,000
Excess Flood	\$1,000,000	\$1,000,000	See Note #4
Schools Inland Marine			
A/V Equipment Item # 1	\$125,000		\$250
Contractors Equipment Item # 2	\$137,695		\$250
Musical Instruments Item # 3	\$1,499,910		\$250
EDP Equipment (Incl. Software) Item # 4	\$752,789		\$250
Mobile Equipment Item # 5	\$31,030		\$250
Fine Arts Item # 6	\$29,600		\$250
Other (Standard) Item # 7	\$37,910		\$250
Rented/Leased Equipment Item # 8	\$5,000		\$250
Rented/Leased Equipment Item # 9	\$2,852,503		\$250
Boiler & Machinery			
Equipment Breakdown (See Note #5)	\$100,000,000		\$1,000
Combined Loss of Income & Extra Expense	\$5,000,000		
Computer Equipment	Included		
Data Restoration	\$1,000,000		
Spoilage	\$1,000,000		
Service Interruption	\$1,000,000		24 Hours
Commercial General Liability			
Bodily Injury / Property Damage	\$1,000,000	Unlimited	\$0
Products Completed Operations	\$1,000,000	\$1,000,000	
Personal Injury & Advertising Injury	\$1,000,000	Unlimited	
Fire Damage Legal Liability	\$1,000,000	Unlimited	
Medical Expense - Per Person	\$10,000		
Employee Benefits Liability	\$1,000,000	\$3,000,000	\$1,000
New York CyberOne Coverage	\$1,000,000	\$1,000,000	\$10,000
New York Data Compromise Coverage	\$1,000,000	\$1,000,000	\$10,000
Limited Pollution Liability Extension	\$1,000,000	\$1,000,000	
PTA/PTO Liability			
Student Professional Liability			

NYSIR Summary of Insurance Limits

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
School Business Automobile Policy			
Combined Bodily Injury / Property Damage Liability	\$1,000,000		
Personal Injury Protection	\$50,000		
OBEL	\$0		
Medical Payments	\$5,000		
Supplementary Uninsured Motorists	\$50,000		
Garage Liability	\$1,000,000		
Garagekeepers Liability	\$80,000		
Non-Ownership Liability	\$1,000,000		
Hired Auto Liability	\$1,000,000		
Comprehensive Coverage	Per Schedule		Per Schedule
Collision Coverage	Per Schedule		Per Schedule
Full Glass Coverage (Private Passenger Vehicles)	Per Schedule		Per Schedule
Rental Reimbursement	Per Schedule		Per Schedule
Towing (Per Disablement)	Per Schedule		Per Schedule
Hired Autos Physical Damage	\$40,000		\$250
School Board Legal Liability Policy (See Note #6)	\$1,000,000	\$3,000,000	\$2,500
Education Excess Catastrophe Liability Policy	\$25,000,000	See Note # 7	

Quote Notes and Additional Information

Note #1: Limit Per Occurrence is the actual loss sustained within policy limit or applicable sublimits.

Note #2: No waiting period deductible.

Note #3 Ordinance or Law Coverage A limit is 110% of the applicable building limit.

Note #4: Any available National Flood Insurance Program (NFIP) limits will be applied as the deductible for any location in a flood zone designated as any "A" and/or any "V" in accordance with the Federal Emergency Management Agency (FEMA) Flood Insurance Rating Map (FIRM) applicable at the time of loss.

Note #5 \$5,000 deductible applies for Electrical Generating Equipment.

Note #6 Includes Employment Practices Liability. Deductible does not apply to claim expenses.

Note #7: Aggregate Limit for Excess Catastrophe Liability policy is Unlimited except for School Board Legal Liability. The School Board Legal Liability Aggregate is equal to the Occurrence Limit. This policy provides additional limits of insurance above NYSIR scheduled underlying liability policy limits.

Employee Benefits, New York CyberOne and New York Data Compromise coverage provided under the General Liability section of the Special School Policy and the School Board Legal Liability policy are written on a claims made basis. There is no coverage for claims arising out of incidents, occurrences or alleged wrongful act(s) which took place prior to the retroactive date stated in each policy. Each policy covers only claims actually made against the Insured and reported to the Company while the policy remains in effect. All coverage under each ceases upon the termination of the policy, except for the automatic basic extended reporting period coverage, unless the Insured purchases supplemental extended reporting period coverage. The length of the automatic basic extended reporting period is ninety (90) days.

NOTE: DESCRIPTIONS OF COVERAGE IN THIS PROPOSAL HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE OFFERED AND THE COMPLETE INSURANCE POLICY TERMS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS PROPOSAL AND THE ACTUAL POLICIES OF INSURANCE ISSUED, THE INSURANCE POLICIES SHALL BE THE GOVERNING DOCUMENTS.

NYSIR Premium Summary

Policies and Coverage	Effective Date	Expiration Date	Premium
Special School Package Policy	07/01/2020	07/01/2021	
Commercial Property			
Fire & Allied Lines			\$263,281
Earthquake & Excess Flood			\$21,045
Inland Marine			\$5,714
Boiler & Machinery			\$10,523
General Liability			\$91,212
Commercial Automobile	07/01/2020	07/01/2021	\$17,193
School Board Legal Liability	07/01/2020	07/01/2021	\$42,057
Excess Catastrophe Liability	07/01/2020	07/01/2021	\$57,184
TOTAL NYSIR PREMIUM			\$508,209
TOTAL SUBSCRIBER PREMIUM			\$508,209
MVR FEES			\$110

THIS IS NOT AN INVOICE



**Re: New York Schools Insurance Reciprocal
A Cooperative Effort**

As you look ahead to the 2020 school year, we want to tell you of our commitment to our Subscribers in providing cost effective insurance and risk management services. Perhaps some of this information would be valuable to your Board of Education as you work with them on your fiscal plan.

A brief background

The New York Schools Insurance Reciprocal (NYSIR) was formed in 1989 to provide Property and Casualty insurance for eligible New York State Public Schools. It began as a response to insurance market conditions that saw insurance carriers dramatically increase rates and/or reduce coverage and limits of insurance. In some cases, they exited this class of business in New York entirely. Various carriers continued to enter and exit the market over the years, depending on company and shareholder revenue goals. NYSIR has been solely focused on New York public schools continuously since its inception.

What is NYSIR?

NYSIR is a not-for-profit insurance company owned by its members-New York Public School Districts. Its Board of Directors is made up of school business leaders like yourselves. NYSIR is a New York State licensed and filed insurance company. That means the NYSIR rates and policy forms must be approved by New York State each time any changes are made. The New York State Department of Financial Services staff is very rigorous in their review and approval process. They consider everything from actuarial methods, losses and loss trends, industry data vs. company data, impact of rate changes on specific risk classes, etc., to ensure that the rates charged are fair and equitably balanced with exposure and loss history. The New York State Department of Financial Services also conducts triennial audits of NYSIR, as it does for every insurance carrier filed to do business in New York State. The results of those audits have always been positive.

Is NYSIR adequately capitalized?

NYSIR has added to its surplus over the past several years. This speaks to its sound underwriting (risk evaluation and pricing), claims reserving and investment practices. NYSIR utilizes the services of highly respected firms such as Willis Towers Watson for independent actuarial and related work. NYSIR also has only "A" rated reinsurance companies (insurance companies that share some of the risk of loss for other insurance companies) supporting it. They have over 25 domestic and international reinsurance companies on the reinsurance program to reduce exposure to any one company, domicile or event.

NEW YORK SCHOOLS INSURANCE RECIPROCAL

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG

In order to earn an industry rating, NYSIR is subject to an annual review by A.M. Best, a leading independent financial rating organization. In a difficult period for the industry, where the financial ratings of insurance companies may be downgraded, NYSIR continues to maintain its "A" "Excellent" rating from A.M. Best. This means, in their opinion, that NYSIR has "an excellent ability to meet their ongoing insurance obligations".

What about NYSIR's claims service and payment?

The true test of any insurance company for customer satisfaction is its claim handling and expense and indemnity payments made on behalf of their policyholders. NYSIR has handled over 15,000 claims for its members in the past five years alone. Since 1989, to our knowledge, no NYSIR member has left NYSIR because of dissatisfaction with how a claim was resolved. Speaking to NYSIR's claims paying ability, we have paid individual Subscriber claims in excess of 19 million dollars (fire damage) and single event claims (storm damage) involving multiple Subscribers, of nearly 40 million dollars. Cumulatively, NYSIR has paid and/or reserved over 900 million dollars in indemnity, defense and claims investigation expenses since 1989.

Incidentally, the Subscriber who sustained the 19-million-dollar fire loss had all their NYSIR policies renewed the next policy year, without any limitations. Many other insurance companies may not have offered renewal policies for any price or coverage terms.

Is NYSIR the right choice for your district?

As you evaluate your insurance options for the coming fiscal year, please take a few minutes to review the enclosures about NYSIR and the related benefits it provides that supplement its policy terms, claims service and secure financial standing. In addition to NYSIR paying for a CBIZ Asset Valuation appraisal and the License Monitor Services available to your Transportation Director, there is a section about policy coverages developed specifically for schools. You should know that many of these policy enhancements came about as a direct result of discussions with Subscribers about how better to serve them. This is another advantage of participating as a member and owner of NYSIR. We continue to welcome any and all of your suggestions.

Moving Forward

The Reciprocal has grown from 54 owner Subscribers in 1989 to its current membership of 356. It includes public schools in nearly 50 counties across the state. Our mission and focus remains the same as it has always been; to provide a stable, continuous and financially secure insurance market for qualifying New York State public schools. Thank you for considering the New York Schools Insurance Reciprocal for your insurance and risk-management needs.

NEW YORK SCHOOLS INSURANCE RECIPROCAL

333 EARLE OVINGTON BOULEVARD | SUITE 905 | UNIONDALE, NEW YORK 11553
1.800.476.9747 | FAX 516.227.2352 | WWW.NYSIR.ORG

Lawrence UFSD
2 Reilly Road
Cedarhurst, NY 11516



Policy Number: SSP LA 001

Effective Date: 07/01/2020

Expiration Date: 07/01/2021

NYSIR SCHEDULE OF VEHICLES

Seq.#	Vehicle Key	Class	Year	Make	Model	VIN	Full Glass	Rent Reimb	Tow Labo	Cost New	Comp Ded.	Coll Ded.	Annual Premium
Garage Location: 1 1: 2 Reilly Road, Cedarhurst, NY													
1	1	07906	1991	FORD	TRACTOR	A415487	No	No	No	\$4,500			\$361
2	2	01499	2004	DODGE	PICKUP	3D7KU26D44G150381	No	No	No	\$23,122	250	500	\$1,603
3	3	01499	2009	FORD	E250 Van	1FTNE24WX9DA37550	No	No	No	\$15,789	250	500	\$1,578
4	4	01499	2009	FORD	E250 Van	1FTNE24W39DA37549	No	No	No	\$15,789	250	500	\$1,578
5	5	01479	2009	Dodge	Ram Dump Truck	3D6WH46T59G528583	No	No	No	\$25,301	250	500	\$1,502
6	6	07398	2009	JEEP	GRAND CHEROKEE	1J8GR48K69C557226	Yes	Yes	Yes	\$21,725	200	500	\$1,351
7	7	01499	2015	Ford	F250 W/Plow	1FTBF2B65FEB55613	No	No	No	\$31,301	250	500	\$1,674
8	8	21479	2016	Chevy	Truck	1GB3KYCG8GF223302	No	No	No	\$50,889	250	500	\$1,704
9	9	21499	2017	Chevy	Pickup	1GC3KYCG7HZ381562	No	No	No	\$38,374	250	500	\$1,768
10	10	07398	2018	CHEVY	TRAVERSE	1GNEVGKW1JJ133029	Yes	Yes	Yes	\$32,194	200	500	\$1,615
11	11	01499	2018	Chevy	Silverado P/U	1GC0KUEG0JZ175384	No	No	No	\$38,294	250	500	\$1,793

New York Schools Insurance Reciprocal SCHEDULE OF INLAND MARINE

Please sign and date the form.

Signature of District Administrator: _____ Date: _____

Category	Item	Coverage Limit	Deductible
AV Equipment		\$125,000	\$250
Contractors Equipment		\$137,695	\$250
Musical Instruments		\$1,499,910	\$250
EDP Equipment (Incl. Software)		\$752,789	\$250
Mobile Equipment		\$31,030	\$250
Fine Arts	Sculpture	\$29,600	\$250
Other (Standard)	12 AED's plus accesories	\$37,910	\$250
Rented/Leased Equipment	Leased 20 ' Ground Container	\$5,000	\$250
Rented/Leased Equipment		\$2,852,503	\$250

Total Annual Premium: \$5,714

New York Schools Insurance Reciprocal STATEMENT OF VALUES

Please sign and date the form.

Signature of District Administrator: _____

Date: _____

Location	Building	Address	Building Value	Contents Value	
1	1	Lawrence High School	2 Reilly Road Lawrence, New York 11516	\$74,751,900	\$2,020,300
1	2	Lawrence High School Shed #1	2 Reilly Road Lawrence, New York 11516	\$5,420	\$6,984
1	3	Refreshment Stand	2 Reilly Road Lawrence, New York 11516	\$6,600	\$6,800
1	4	Grandstand W/ Press Box	2 Reilly Road Lawrence, New York 11516	\$208,500	\$18,700
1	5	Metal Storage	2 Reilly Road Lawrence, New York 11516	\$27,300	\$9,200
1	6	Security Booth #1	2 Reilly Road Lawrence, New York 11516	\$3,400	\$15,150
1	7	Security Booth #2	2 Reilly Road Lawrence, New York 11516	\$3,400	\$15,150
1	8	Turf Field	2 Reilly Road Lawrence, New York 11516	\$1,685,300	\$0
1	9	Storage Container #1	2 Reilly Road Lawrence, New York 11516	\$4,800	\$0
1	10	Storage Container #2	2 Reilly Road Lawrence, New York 11516	\$4,800	\$0
1	11	Storage Container #3	2 Reilly Road Lawrence, New York 11516	\$4,800	\$0
2	1	Lawrence Middle School	195 Broadway Lawrence, New York 11559	\$77,452,100	\$4,914,000
2	2	Maintenance	195 Broadway Lawrence, New York 11559	\$71,200	\$95,800
3	1	School #2	1 Donahue Avenue Inwood, New York 11550	\$26,335,800	\$707,000
3	2	School # 2 - Shed #1	1 Donahue Avenue Inwood, New York 11550	\$22,800	\$3,648
4	1	School #4	53 Wanser Avenue Inwood, New York 11793	\$22,698,900	\$536,500
4	2	School #4 - Shed #1	53 Wanser Avenue Inwood, New York 11793	\$6,500	\$1,900
4	3	School #4 - Shed #2	53 Wanser Avenue Inwood, New York 11793	\$11,900	\$2,300
4	4	School #4 Shed #3	53 Wanser Avenue Inwood, New York 11793	\$9,900	\$3,400
5	1	School #5	305 Cedarhurst & 5th Avenue Cedarhurst, New York 11516	\$21,938,100	\$211,600
5	2	School #5 - Shed #1	305 Cedarhurst & 5th Avenue Cedarhurst, New York 11516	\$10,800	\$1,980
Totals			\$225,264,220	\$8,570,412	
			TIV @ 90%	\$210,451,168	

Consultant Contract

Between

Lawrence UFSD

and

Partners in Inclusivity, Inc. (Contractor)

1620 Grand Ave, Unit 1452, North Baldwin, NY 11510, 516-551-0271

Supports for the development and production of this contract was provided by the Family and Community Engagement Program (FCEP) grant and the Exemplary School Models and the Practices (ESMP) grant under the My Brother's Keeper Initiative of the New York State Department of Education and the McKinney-Vento grant for homeless students of the New York State Department of Education.

The undersigned do hereby agree to the following stipulations.

1. The Independent Contractor will execute professional workshops and seminars from September 1, 2019 to August 31, 2020.

For Lawrence UFSD

Quantity	Description
4	30 to 90 minute workshops for parents and/or students
4	Full-Days (typically 8am to 3pm) of staff development seminars
3	2 to 3-hour bilingual parent advocate and student support trainings
39	Learning Libraries for Homeless Students

For Wyandanch UFSD

3	Full-Days (typically 8am to 3pm) of staff development seminars
---	--

2. The Independent Contractor will work under the supervision of Mr. William Moss, Director of Academic Affairs.
3. Lawrence UFSD will compensate the Independent Contractor \$36,850, not to exceed \$36,850, according to the following schedule.

-
- a. June 2020 = \$20,000 for Consulting Services
 - b. June 2020 = \$16,850 for Learning Libraries for Homeless Students

4. Lawrence High School shall serve as the designated demonstration site.
5. The Independent Contractor will program staff development and workshops that are aligned with the focuses of the My Brother's Keepers grant, namely the six milestones discussed herein.
6. The Independent Contractor will adhere to the Standard Clauses for NYS Contracts in Attachment VII discussed herein.
7. The Independent Contractor will provide evidence of Workman's Compensation & Disability insurance as required by Section 57 220(8) of Workman's Compensation Law.

Randy K. Young

Signed: Randy K. Young (Independent Contractor)

6/11/2020

Date

Signed: Murray Forman (President-Lawrence Board of Education) Date

PAINTING, INC.
PO BOX 60
Wantagh, NY 11726



(516) 790-4702
Fax (631) 264-7079
www.rjpaintinginc.com

May 6, 2020

Lawrence UFSD
ATTN: Lance McAllister
Lawrence N,Y 11559
Email # lmcallister@larwrence.k12.ny.us

Terms
payment upon completion

Proposal # 90407

As per 2020 & 2021 Nassau county Wantagh co-op bid award

PROJECT LOCATION: Lawrence Middle School

SCOPE OF PROJECT: Extensive plaster repair, Prep, prime and finish coat all ceilings and walls In 4 staircases. Each staircase is the approx same size and structure. The following is the approx size.

Staircases – Approx 10 x 20 x 48 ht with 5 landings in
Each staircase.

Prep Hand scrape and power sand all lifting & peeling paint on all walls. Plaster repair all walls to paint ready. Extra plaster skim coating repairs on all top landing ceilings & walls in all 4 staircases. Cover & protect all floors and surrounding areas.

Note:- We will have to go back and fourth a few time as per job progression

Finish All materials will be Benjamin Moore Products.
Color as per districts selection.

Note:RJ PAINTING INC is certified LEAD renovator Lic #R-I-9544-010-22221 and experts in MOLD remediation Lic #082-50-4023.

Approx 220hrs @ 75.79 =.....16,673.80
Approx materials.....1,000.00
Total Materials & Labor for each staircase.....17,673.80

Approx 880hrs @ 75.79.....66,695.20
Approx Materials 4,000.00
Total Materials & Labor for 4 Total Staircases.....70,695.20

Thank you,

Rand Strollo

Executive Summary:

District	Lawrence Union Free School District
Contract Term	2020-2021 Fiscal Year 7/1/2020-6/30/2021
Contract Type	NASSAU BOCES FULL RESPONSIBILITY 1000+ EMPLOYEES
Payroll System	nVision
\$6056 Reporting (Employer Mandate)	\$10,500.00
\$6055 Reporting (Self-Funding Reporting)	INCLUDED
Total Fee 7/1/2020-6/30/2021	\$10,500.00
1095 Form Printing and Mailing fee (Optional)	\$1.30 Per Form
Health Plan	NYSHIP
Full-Time / Part-Time Determination	Measurement Period Safe Harbor

Measurement Period Safe Harbor Assumptions

WHEREAS, Section 4980H-3 of the final regulations (26 C.F.R. § 4980H-3) defines the following employee definitions:

Ongoing Employee: An "ongoing employee" is generally an employee who has been employed by the district for at least one complete standard measurement period. As stated in Notice 2011-36

New Employee: A "New Employee" is generally an employee who has NOT been employed by the district for at least one complete standard measurement period

Variable Hour Employee: A "variable hour employee" if, based on the facts and circumstances at the start date, it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week. A new employee who is expected to work initially at least 30 hours per week may be a variable hour employee if, based on the facts and circumstances at the start date, the period of employment at more than 30 hours per week is reasonably expected to be of limited duration and it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week over the initial measurement period

Employee Type	Measurement Period	Administrative Period	Stability Period
All new, variable-hour employees	<i>Initial Measurement Period:</i> Twelve (12) calendar months, which shall begin on the first day of the first month following the employee's start date.	One (1) month period beginning immediately at the end of the initial measurement period and which shall continue through the end of the first full calendar month beginning on or after the end of the initial measurement period.	Twelve (12) calendar months, to begin immediately after the administrative period
All ongoing employees	Standard Measurement Period: Twelve (12) Months, measured from November 1 through October 31	Two (2) months period from November 1 through December 31	Twelve (12) calendar months beginning immediately after the administrative period on January 1 and continuing until December 31

Data Requirements: nVision / Finance Manager

AFTER CHECKS PRINTED – PAYROLL EARNINGS REGISTER

- CODE
- DESCRIPTION
- EMPLOYEE NUMBER
- RATE UNITS
- CHECK DATE
- AMOUNT
- LIMIT
- FTD AMOUNT
- YTD AMOUNT
- REMAINING
- RET SYS

COMPLETE EMPLOYEE PERSONNEL FILE REPORT (ALL EMPLOYEES, ACTIVE, IN-ACTIVE, TERMINATED, RETIRES, ECT)

- EMPLOYEE NUMBER
- SOCIAL SECURITY NUMBER
- LAST NAME
- FIRST NAME
- ORIGINAL HIRE DATE
- REHIRE DATE
- TERMINATION DATE
- ADDRESS
- CITY
- STATE
- ZIP
- EMPLOYEE GROUP (NVISION)
- PRIMARY EMPLOYEE POSITION (NVISION)
- PRIMARY EMPLOYEE TYPE (FINANCE MANAGER)

CONTRACT AND RATE REPORT (FISCAL YEAR)

- EMPLOYEE NUMBER
 - EMPLOYEE NAME
 - EMPLOYEE TYPE
 - LEVEL
 - STEP
 - METHOD
 - CHECKS
 - BASE CONTRACT
 - FTE%
 - FTE AMOUNT
 - ENTITLE
 - PER-PAY
 - DAILY
 - HOURLY
 - START DATE
 - END DATE
-

AFFORDABLE CARE ACT ADMINISTRATION AGREEMENT

AGREEMENT (the "Agreement") made as of this ____ day of _____, 2020 by Seneca Consulting Group, Inc., a New York corporation having an office located at 960 Wheeler Road #5367 Hauppauge NY 11788 (hereinafter referred to as "ADMINISTRATOR") and Lawrence Union Free School District, having its administrative offices at 2 Reilly Road Cedarhurst, NY 11516 NY 11516, (hereinafter referred to as "DISTRICT").

WHEREAS, ADMINISTRATOR, an employee benefits Administrator, provides professional fee based benefits consulting and administrative services and;

WHEREAS, DISTRICT desires to retain ADMINISTRATOR to provide consulting and Affordable Care Act administration and ADMINISTRATOR is capable and willing to provide the services to DISTRICT.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein agreed, and for other good and valuable consideration, the parties agree as follows:

(1) Appointment as ADMINISTRATOR. DISTRICT hereby engages and appoints ADMINISTRATOR to provide employee benefit consulting services and to act as DISTRICT's authorized agent (an authorized agent is a person or firm that, with the payor's authorization, transmits specific information and/or Affordable Care Act ("ACA") return documents to the Internal Revenue Service ("IRS") on behalf of the payor and may match name/TIN combinations). ADMINISTRATOR agrees to provide DISTRICT with the services set forth in Exhibit A.

(2) ADMINISTRATOR'S Duties. ADMINISTRATOR agrees:

- I. It will use its best efforts to support the objectives of DISTRICT on behalf of DISTRICT;
- II. It has no authorization whatsoever from DISTRICT to alter, modify or change any of the terms, rates and/or conditions contained in any of DISTRICT's documents, proposals or contracts, nor does it have authorization to change, alter or discharge participation in DISTRICT's benefit programs, and/or to incur any indebtedness on behalf of DISTRICT; and,
- III. It will not circumvent, or attempt to circumvent, DISTRICT in DISTRICT's relationship with, other third party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not DISTRICT has a written contract with such third party administrators, underwriters, vendors, insurance carriers or like organizations.
- IV. Will provide comprehensive tracking of employee hours of service to determine "Full-Time" "Part-Time" status based on the DISTRICT's adoption of the IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73. "Measurement Period Report"
- V. Will provide to DISTRICT Measurement Period Reports at least twice per fiscal year, not to exceed four (4) times per fiscal year.
- VI. Will provide DRAFT IRS Form 1095C and 1095B for individuals required to receive one based on §6056 and §6055, and per the District adoption of the IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73. "Measurement Period Report"
- VII. ADMINISTRATOR will produce a least one (1) but not to exceed four (4) Revisions to DRAFT IRS Form 1095C and 1095B
- VIII. Once District has provided written approval for the DRAFT IRS Form 1095C and 1095B, ADMINISTRATOR will provide final forms for the DISTRICT to produce, or if DISTRICT prefers that the ADMINISTRATOR distribute the final approved forms, the associated fees will be based on paragraph 4 of this agreement
- IX. ADMINISTRATOR will prepare Draft IRS Forms 1094C and 1094B
- X. Once District has provided written approval for the IRS Forms 1094C and 1094B, ADMINISTRATOR will efile forms IRS Forms 1094C, 1094B all forms 1095C and 1095B through the IRS Affordable Care Act Information Returns Program (AIR) using ADMINISTRATOR's AIR Transmitter Control Code (TCC)

(3) DISTRICT's Duties. DISTRICT agrees:

- I. To provide to ADMINISTRATOR current data, reports, work history, contribution rates, plan documents related charges and the terms and conditions of DISTRICT's agreements with group health plans offered to its employees and providers of benefit services as requested and needed by ADMINISTRATOR to

- perform its services, and to respond in a timely manner to requests for information submitted by the ADMINISTRATOR;
- II. It will not circumvent, or attempt to circumvent, ADMINISTRATOR in ADMINISTRATOR's relationship with ADMINISTRATOR's own clients, other third party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not ADMINISTRATOR has a written contract with such third party administrators, underwriters, vendors or insurance carriers.
- III. To provide and maintain an accurate list of individuals who are eligible to receive Form 1095C or 1095C (Employee List) to include the following fields:
- a. Employee Number
 - b. Social Security Number
 - c. Last Name
 - d. First Name
 - e. Original Date of Hire
 - f. Termination or Retirement Date
 - g. Rehire Date
 - h. Current Address (Street, City, State & Zip Code)
 - i. Employee Group (As listed in payroll system)
 - j. Employee Primary Position (As listed in payroll system)
- IV. Provide and maintain an accurate report of employee contribution requirements towards single coverage as required under §6056
- V. Provide and maintain an accurate report of employee groups and positions offered Minimum Essential Health Care coverage as required under §6056
- VI. Provide and maintain an accurate report of employee groups and positions that are considered "Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
- VII. Provide and maintain an accurate report of employee groups and positions that are considered "Non-Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
- VIII. Provide and maintain an accurate report of all individuals covered under its self-insured health plan (NYSHIP ACA Enrollment Infor Report) to include the following fields:
- a. Social Security Number as required under §6055
 - b. Last Name
 - c. First Name
 - d. Month of Coverage as required under §6055
 - e. Current Address (Street, City, State & Zip Code)
 - f. Employee Group (Retiree, Active, Other)
 - g. Medicare Primary Indicator
- IX. Errors; Review of Data. All Services provided hereunder will be based upon information provided to ADMINISTRATOR by DISTRICT. DISTRICT will promptly review all documents and reports produced by ADMINISTRATOR and provided or made available to DISTRICT by ADMINISTRATOR and District will promptly notify ADMINISTRATOR of any error or omission or discrepancy with DISTRICT's records and will provide corrected data DISTRICT agrees and acknowledges that it must review and approve the District Measurement Period Report, prior to ADMINISTRATOR producing any Draft or Final IRS Forms
- X. DISTRICT agrees and acknowledges that it has the responsibility to train its employees and staff regarding and Board Resolutions pertaining to the Affordable Care Act, including Board Resolutions adopting IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73.
- XI. DISTRICT agrees and acknowledges that it has the responsibility to train its employees and staff regarding the IRS reporting requirement under sections §4980, §6055 & §6056
- XII. DISTRICT agrees and acknowledges that it has the responsibility provide ADMINISTRATOR accurate and correct information, and DISTRICT is responsible to correct any incorrect data that it provided to ADMINISTRATOR
- XIII. ~~Records. ADMINISTRATOR does not serve as DISTRICT's record-keeper and DISTRICT will be~~ responsible for retaining copies of all documentation received from or provided to ADMINISTRATOR in connection with this Agreement to the extent required by DISTRICT or applicable law.

(4) Payments to ADMINISTRATOR. DISTRICT will pay ADMINISTRATOR \$10,500.00. The first payment of \$3,500.00 is due upon full execution of this Agreement. The second payment of \$3,500.00 is due after

ADMINISTRATOR's completion of the initial draft of 1095 forms. The final payment of \$3,500.00 is due after the submissions of the 1095 forms to the IRS.

- a. Printing and Mailing of IRS forms will be billed at \$1.30 per form plus any First Class Postage increase that may occur prior to mailing of the IRS Forms. ADMINISTRATOR must submit a final invoice (in a form and substance that satisfactory to DISTRICT) to DISTRICT. DISTRICT will make final payment within 30 calendar days of its receipt, review and approval of invoice.
- b. Any services provided by ADMINISTRATOR not included in the scope of this Agreement, including but not limited to training of DISTRICT's staff, custom reporting, is subject to a separate written agreement between the parties. Services not included in the scope of this Agreement will not be performed without DISTRICT's written authorization.
- c. Correction of errors contained in DISTRICT's data, to include but not limited to Incorrect Date of Hire, Missing or Incorrect termination or retirement dates, Incorrect or missing Social Security Numbers, Incorrect or missing coverage dates in health plan will be performed after DISTRICT's written authorization, at a rate of \$275.00 per hour.

(5) Term and Termination.

- I. The term of this Agreement will be through the end of the DISTRICT's 2020-2021 School Year (June 30th 2021), or upon the completion of the services by ADMINISTRATOR pursuant to this Agreement, whichever is earlier. The Parties may renew this Agreement for successive one (1) year periods, pursuant to separate written agreements. ADMINISTRATOR acknowledges that DISTRICT is under no obligation to renew this Agreement upon its expiration. DISTRICT may terminate this Agreement without cause at any time, upon 30 calendar days' written notice to ADMINISTRATOR. ADMINISTRATOR may terminate this Agreement upon 30 calendar days' written notice to DISTRICT.
- II. Upon termination by either party pursuant to Paragraph 5 (I.) of this Agreement prior to ADMINISTRATOR's completion of the services set forth in this Agreement, ADMINISTRATOR will only be entitled to retain monies paid by DISTRICT for the value of services actually performed and delivered by ADMINISTRATOR prior to the date of termination.
- III. In the event of termination for any reason, ADMINISTRATOR will return to DISTRICT, within 10 calendar days of the effective date of the termination, all DISTRICT's property and data that is in the possession of ADMINISTRATOR including, but not limited to, payroll history, employee listing and other compensation information and data on hand, and/or other confidential materials which may have been furnished by DISTRICT and entrusted to ADMINISTRATOR by reason of this Agreement. If information has been provided to ADMINISTRATOR in electronic form, ADMINISTRATOR will commit to DISTRICT that such information will be deleted from ADMINISTRATOR's electronic storage media. If requested by DISTRICT, ADMINISTRATOR will provide a certificate of destruction.
- IV. In the event of termination for any reason, all reports and Services due to DISTRICT must be completed by ADMINISTRATOR and delivered to DISTRICT within thirty calendar days of the termination date.
- V. This Agreement may be terminated by DISTRICT "for cause" upon the occurrence of any of the following events:
 - a. Immediately upon DISTRICT delivering written notice to ADMINISTRATOR of a breach by ADMINISTRATOR of any of the policies, rules and regulations of DISTRICT relating to the health or safety of students or DISTRICT employees;
 - b. Immediately upon ADMINISTRATOR's breach of its obligations to provide the insurance coverage set forth in Paragraph 17;
 - c. Immediately upon ADMINISTRATOR's breach of any of ADMINISTRATOR's obligations pursuant to, or violation of, any applicable State or federal law or regulation; or
 - d. Fifteen calendar days after ADMINISTRATOR has received written notice from DISTRICT that ADMINISTRATOR has breached any of ADMINISTRATOR's other obligations hereunder unless, within the 15 calendar day period ADMINISTRATOR cures the breach to DISTRICT's satisfaction.Upon termination of this Agreement "for cause," ADMINISTRATOR is not entitled to any further payments hereunder.
- VI. This Agreement is automatically terminated upon ADMINISTRATOR's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, pursuant to any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against ADMINISTRATOR which is not dismissed within 60 calendar days of filing. ADMINISTRATOR is not entitled to any further payments hereunder and if the termination occurs prior to ADMINISTRATOR's completion of the services set forth in this Agreement,

ADMINISTRATOR will only be entitled to retain monies already paid by DISTRICT for the value of services actually performed and delivered by ADMINISTRATOR prior to the date of termination.

(6) Property of ADMINISTRATOR.

- I. To the extent permitted by law and except as otherwise provided herein, DISTRICT shall take reasonable steps necessary to hold in confidence and protect all trade secrets, which may include, but are not limited to, reports, documentation, techniques, products, ideas, concepts, output, and reports related to the Programs and Services of ADMINISTRATOR, from disclosure to any person, firm, corporation or other entity as allowed by law without ADMINISTRATOR's consent. DISTRICT shall ensure that all agents and any other persons with authorized access to any part of such confidential information be aware of and will observe and perform this non-disclosure covenant.

(7) Property of DISTRICT.

- I. Except as otherwise provided herein, ADMINISTRATOR will take all steps necessary to hold in confidence and protect all personal information and data, manuals, documentation, techniques, products, ideas, concepts, output, pricing, and reports related to the Programs and Services of DISTRICT, from disclosure to any person, firm, corporation or other entity without DISTRICT's written consent, provided same shall not otherwise be available. ADMINISTRATOR shall ensure that all agents and any other persons with authorized access to any part of such confidential information be aware of and will observe and perform this non-disclosure covenant.
- II. All of the undertakings and obligations of ADMINISTRATOR hereto relating to confidentiality and non-disclosure, whether contained in this Paragraph or elsewhere in this Agreement, will survive the termination or expiration of this Agreement.

(8) Expenses. ADMINISTRATOR will pay all expenses incurred in connection with the performance of ADMINISTRATOR's duties hereunder including, but not limited to, automobile and/or travel expenses.

(9) Completion Dates and Approvals: In order to ensure the IRS forms are produced and distributed in a timely manner to comply with the IRS Requirements.

- a) Recipient returns (1095) need to be mailed no later than January 31, 2021, DISTRICT's final approval of the forms required by close of business January 15th, 2021
- b) The required date for E-filing is March 31, 2020. DISTRICT's approval of the final data must be given to us no later than March 15, 2021
- c) To produce DRAFT Recipient Returns for DISTRICT's review and approval, Final approval of DISTRICT's Measurement Period Report, Employee List and Healthcare Enrollment file is due by January 2nd 2021

(10) Independent Contractor. ADMINISTRATOR is retained by DISTRICT only for the purposes and to the extent set forth in this Agreement. ADMINISTRATOR's relation to DISTRICT is solely that of an independent contractor during the period of ADMINISTRATOR's retention and delivery of Services hereunder.

Neither ADMINISTRATOR nor any of its employees, shareholders, partners, members, officers, directors, agents, or assigns will be eligible for employee benefits or contributions thereto from DISTRICT relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance. With regard to employees of ADMINISTRATOR, ADMINISTRATOR alone will be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

(11) Assignment. This Agreement may not be assigned or otherwise transferred by either party without the express written consent of the other.

(12) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.

(13) Modification. This Agreement may not be changed orally, but only by an agreement in writing signed by both parties. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

(14) Governing Law, Choice of Forum and Waiver of Jury Trial. This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of law's provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

(15) Headings. The headings or captions in this Agreement are for convenience and reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Agreement.

(16) HIPAA. ADMINISTRATOR is and will remain in compliance with the privacy and security requirements of the Health Insurance Portability and Accountability Act. The parties have executed a Business Associate Agreement (attached hereto as Exhibit B).

(17) Indemnification. To the fullest extent permitted by law, ADMINISTRATOR indemnifies and will defend (with counsel selected by DISTRICT) and hold harmless DISTRICT, its employees, agents, representatives and members of the Board of Education, from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of ADMINISTRATOR's Services hereunder, or the action of, or the failure to act by ADMINISTRATOR, ADMINISTRATOR's representatives or employees, or anyone for whose acts ADMINISTRATOR may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from ADMINISTRATOR pursuant to the provisions of this Paragraph 17, DISTRICT will promptly notify ADMINISTRATOR of such suit, claim or demand, and give ADMINISTRATOR an opportunity to defend and settle same without any cost to DISTRICT, and will extend reasonable cooperation to ADMINISTRATOR in connection with such defense, which will be at the expense of ADMINISTRATOR. In the event that ADMINISTRATOR fails to defend the same within 30 calendar days of receipt of notice, DISTRICT will be entitled to assume the defense thereof, and ADMINISTRATOR will be liable to repay DISTRICT for all its expenses reasonably incurred in connection with the defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments).

To the fullest extent permitted by law, DISTRICT indemnifies and will defend and hold harmless ADMINISTRATOR, its employees, agents, and representatives from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising from the action of, or the failure to act by DISTRICT, DISTRICT's representatives or employees, or anyone for whose acts DISTRICT may be liable.

All of the provisions of this Paragraph will survive the expiration or sooner termination of this Agreement.

(18) Required Insurance. ADMINISTRATOR will obtain and keep in full force and effect during the term of this Agreement, at ADMINISTRATOR's sole cost and expense, the following insurance:

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

requirements. A person seeking an exemption must file a CE-200 form with the State. The form may be completed and submitted directly online to the Workers Compensation Board: http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- **Professional Errors and Omissions Insurance:** \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of ADMINISTRATOR performed under this Agreement for DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two calendar years following the completion of work.
- **Fidelity Bond:** For dishonest acts of ADMINISTRATOR's employees with coverage for computer fraud and fund transfer including client coverage.
- **Excess Insurance:** \$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, ADMINISTRATOR hereby agrees to effectuate the naming of DISTRICT as an additional insured on ADMINISTRATOR's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming DISTRICT as an additional insured must:

- Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
- State that ADMINISTRATOR's coverage is primary and non-contributory coverage for DISTRICT, its Board, employees and volunteers.

DISTRICT must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by ADMINISTRATOR (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At DISTRICT's request, ADMINISTRATOR will provide a copy of the declarations page of its liability and umbrella policies with a list of endorsements and forms. If so requested, ADMINISTRATOR will provide a copy of the policy endorsements and forms.

ADMINISTRATOR hereby indemnifies DISTRICT for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of ADMINISTRATOR, to the extent not covered by the applicable policy.

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

ADMINISTRATOR acknowledges that failure to obtain the foregoing insurance on behalf of DISTRICT constitutes a material breach of contract. ADMINISTRATOR must provide DISTRICT with proof satisfactory to DISTRICT that the above requirements have been met, prior to the commencement of work or use of DISTRICT facilities. The failure of DISTRICT to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by DISTRICT. Upon request, ADMINISTRATOR will provide DISTRICT with a copy of ADMINISTRATOR's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

DISTRICT is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). ADMINISTRATOR acknowledges that the procurement of that insurance as required herein is intended to benefit not only DISTRICT, but also NYSIR as DISTRICT's insurer.

(19) Required Records. ADMINISTRATOR will provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New York State Education Department, the New York State Department of Labor and District policies and procedures in force during the term of this Agreement. ADMINISTRATOR must provide District with a copy of any reports, tests, ~~evaluations or observations that are prepared in connection with the Services provided by ADMINISTRATOR~~ under this Agreement.

(20) Review of Records. District will have the right to examine any or all records or accounts maintained by ADMINISTRATOR in connection with this Agreement.

(21) District's Authority. ADMINISTRATOR represents and warrants that ADMINISTRATOR will observe and comply with the policies, rules and regulations of District including, but not limited to, District Code of

Conduct (collectively, the "Policies") and will cause ADMINISTRATOR's employees to do the same. ADMINISTRATOR acknowledges that ADMINISTRATOR has reviewed and is familiar with the Policies. ADMINISTRATOR will carry out the orders, directions and policies conveyed by District from time to time either orally or in writing, provided, however, that ADMINISTRATOR will determine the manner of carrying out ADMINISTRATOR's professional duties hereunder consistent with ADMINISTRATOR's status as an independent contractor.

(22) Safeguarding Information. Neither ADMINISTRATOR nor District will use or disclose any information concerning the Services pursuant this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations."

(23) Notices. Any notices required or permitted to be given pursuant to the terms of this Agreement must be in writing and either personally delivered or sent by nationally recognized overnight carrier to the parties at the following addresses:

To ADMINISTRATOR:

Seneca Consulting Group
960 Wheeler Road
Suite 5367
Hauppauge, New York 11780

To DISTRICT:

Lawrence Union Free School District
2 Reilly Road
Cedarhurst, NY 11516 NY 11516
Attention: Mr. Chancel Kumar

(24) Waiver. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

(25) Third-Party Beneficiaries. There are no third-party beneficiaries of or in this Agreement, other than NYSIR.

(26) Negotiated Agreement. This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

(27) Iran Divestment Act of 2012. By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

(28) Confidentiality of Records and Data Security and Privacy. ADMINISTRATOR must comply with all District policies and State, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy.

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

Lawrence Union Free School District

SENECA CONSULTING GROUP, INC

By:

By:

Name: Daniel C. Opinante

Title: President

Name: _____

Title: _____

EXHIBIT A

Affordable Care Act Employer Compliance Proposal and Scope of Work

SPECIFICATION OF SERVICES

ADMINISTRATOR will assist DISTRICT with meeting the DISTRICT's "Employer Mandate" obligations and reporting requirements pursuant to the ACA by:

- Identifying in writing DISTRICT's employees (both full-time and variable-hour employees) for whom DISTRICT may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- Identifying which type of minimum essential coverage would be deemed "affordable" under ACA for its full-time eligible employees (applying, for example, the "Form W-2" safe harbor);
- Offering strategies and helping DISTRICT apply the "Look-Back/Stability Period Safe Harbor" Measurement Method (a.k.a. "Look-Back Measurement Method") under the ACA to new and ongoing employees of DISTRICT;
- Identifying and accounting for any applicable employment break periods and/or periods of special unpaid leave for each DISTRICT employee who is evaluated using the Look-Back Measurement Method;
- Identifying in writing which DISTRICT employees must be treated as a new, ongoing, variable-hour, full-time, part-time and/or seasonal employees under ACA for purposes of applying the Look-Back Measurement Method and for determining those employees for whom the District may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- Reviewing collective bargaining agreements ("CBAs"), individual employment contracts, Board of Education resolutions, letters of understanding and any other documentation setting forth terms and conditions of employment and helping DISTRICT determine how each affects DISTRICT's obligations under ACA;
- Providing DISTRICT with a written penalty analysis for: (1) failing to offer minimum essential coverage as required by ACA; (2) offering minimum essential coverage that does not provide minimum value; (3) providing minimum essential coverage that is not "affordable" under ACA standards; and (4) providing coverage that does not satisfy the non-discrimination rule under ACA; and
- Assisting and supporting DISTRICT with audits, inquiries and/or investigations conducted by the Federal oversight agencies including, but not limited to, a response to any notices of a potential Section 4980H penalty;
- Preparing and electronically filing/sending Internal Revenue Code Section 6056 reports as DISTRICT's authorized agent including, but not limited to:
 - Using a secure method of delivery to import applicable DISTRICT data furnished by DISTRICT;
 - Drafting IRS Forms 1094-C and 1095-C;
 - ~~On or before January 15th 2021 sending completed 1095-B and 1095-C forms to~~
DISTRICT for DISTRICT's review and written approval (DISTRICT's written approval must be received by 5:00 p.m. on January 15th 2021);
 - Upon receipt of DISTRICT's written approval, furnishing all full-time employees with a copy of IRS Form 1095-C on or before January 31st 2021;
 - Upon receipt of DISTRICT's written approval, electronically filing 1094-C and 1095-C forms with IRS on or before March 31st 2021; and
 - Providing the District with confirmation of IRS acceptance of the forms.

- Calculating the hours of service performed by each employee on a weekly and monthly basis including, but not limited to, regular workday, overtime, paid leave time, special unpaid leave time and stipends (each calculation will accurately reflect the hours of service for a particular week or month, even if the time is not entered into District's payroll system until after that week or month has concluded);
- Calculating the average hours of service performed by each employee during the initial or standard measurement period;
- Helping DISTRICT:
 - Determine the relevant "plan years"
 - Identify, establish and apply the most beneficial measurement periods (e.g., 3-12 months, etc.) including, if recommended, different measurement periods for different categories of employees, for:
 - Initial Measurement Periods;
 - Standard Measurement Periods;
 - Stability Periods; and
 - Administrative Periods;
- Analyzing and advising in writing whether DISTRICT's currently offered health insurance plans are "affordable" based on ACA requirements and offering options for alternate health insurance plans that comply with ACA;
- Analyzing and advising in writing which is the best "safe harbor" option under ACA for calculating the affordability of health insurance coverage in accordance with each eligible DISTRICT employees' income;
- Providing written assurances that current DISTRICT health insurance offerings meet the ACA standards for "minimum essential coverage";
- Analyzing and advising DISTRICT in writing to determine what, when and how many notices required by ACA must be provided to its employees and providing the required notices to the employees;
- Providing DISTRICT with a clear understanding of the New York State Health Insurance Exchange and its implications for DISTRICT and DISTRICT employees, if any;
- Ensuring that new and existing employees of DISTRICT are treated correctly and consistently with respect to ACA requirements;
- Developing strategies for timely enrolling in a DISTRICT health insurance plan those employees who meet the applicable legal threshold for average hours worked during the relevant period of time and, as a result, for whom DISTRICT may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- Revising compliance procedures as the Federal Government makes ongoing changes and adjustments to the ACA; and
- ~~Providing DISTRICT with a reference manual (a "Compliance Report") that documents all of the advice, analysis, calculations, recommendations, procedures and protocol that relate to this Agreement.~~

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") between Seneca Consulting Group, Inc., a New York Corporation with principal office and place of business at 960 Wheeler Road #5367 Hauppauge, NY 11788 (herein "CONSULTANT") and Lawrence Union Free School District, having its principal place of business at 2 Reilly Road Cedarhurst, NY 11516 NY 11516, (hereinafter referred to as the "District").

WITNESSETH

WHEREAS, CONSULTANT provides employee benefit consulting services to District which relates to the group health insurance program provided to the participants of such District; and

WHEREAS, the parties acknowledge that they are subject to the rules of HIPAA and that this Agreement is required by HIPAA regarding certain EDI, Privacy and Security standards applicable to this Agreement; and

WHEREAS, District and CONSULTANT have entered into a relationship under which CONSULTANT may receive, use, obtain, access or create Protected Health Information (as that term is defined in Paragraph I(e) of this Exhibit to the Agreement) from or on behalf of District in the course of providing goods and services to District and its participants; and

WHEREAS, such Protected Health Information is confidential and must be afforded special treatment and protection, such that all information can be used or disclosed only in accordance with the Standards for Privacy of Individually Identifiable Health Information set forth at 45 CFR Parts 160 and 164 (hereinafter "the Privacy Rule") as implemented in the parties' relationship by this Agreement; and

WHEREAS, CONSULTANT acknowledges that it is a Consultant of District under the terms of HIPAA in its operation of this Agreement.

I Definitions.

- (a) Breach. "Breach" shall have the same meaning as the term "breach" in Section 13400(1) of the HITECH Act
- (b) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501, limited to the information created or received by CONSULTANT from or on behalf of District.
- (c) De-identify/De-identified. "De-identify/De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual
- (d) Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.
- (e) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (g) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Consultant from or on behalf of District.
- (h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- ~~(i) Business Associate. "Business Associate" shall mean Consultant~~
- ~~Covered Entity. "Covered Entity" shall mean Lawrence Union Free School District~~
- (j) Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each

disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).

83. Obligations and Activities of Consultant. Consultant agrees to:

- (a) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required By Law.
- (b) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of Protected Health Information by Consultant in violation of the requirements of this Agreement.
- (d) report to District within forty-eight (48) hours any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Consultant on behalf of District agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.
- (f) provide access, at the request of District, within 48 hours, to Protected Health Information in a Designated Record Set, to District or, as directed by District, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) make any amendment(s) to Protected Health Information in a Designated Record Set that the District directs or agrees to pursuant to 45 CFR 164.526 at the request of District or an Individual, and within 48 hours of such request.
- (h) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Consultant on behalf of, District available to the District, or to the Secretary, in a time and manner or designated by the Secretary, for purposes of the Secretary determining District's compliance with the Privacy Rule.
- (i) document such disclosures of Protected Health Information and information related to such disclosures as would be required for District to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) provide to District or an Individual, within 48 hours of a request, information collected in accordance with Section (i) above of this Agreement, to permit District to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

84. Permitted Uses and Disclosures by Consultant.

Except as otherwise limited in this Agreement, Consultant may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, District, provided that such use or disclosure would not violate the Privacy Rule if done by District or the minimum necessary policies and procedures of the District.

85. Obligations of District. District shall:

- (a) notify Consultant of any limitation(s) in its notice of privacy practices of District in accordance with 45 CFR 164.520, to the extent that such limitation may affect Consultant's use or disclosure of Protected Health Information.
- (a) District agrees to disclose PHI to Consultant upon its own volition, upon consultant's request, or upon the request of a third party if such disclosure is permissible by law, so that consultant may provide the agreed to services to or on behalf of District, District otherwise objects to the disclosure, or CONSULTANT is no longer providing the services to District.
- (b) notify Consultant of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Consultant's use or disclosure of Protected Health Information.

(c) notify Consultant of any restriction to the use or disclosure of Protected Health Information that District has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Consultant's use or disclosure of Protected Health Information.

5. Permissible Requests by District

District shall not request Consultant to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by District.

6. Term and Termination

(a) Term. This Agreement shall be effective from the date the parties sign the attached Benefit Consulting Agreement (the "Effective Date"), until the later of 1) the date of termination of the aforementioned Benefit Consulting Agreement or 2) the date one of the parties terminates the Agreement pursuant to subdivision (b) of this paragraph, or 3) the date when all of the Protected Health Information provided by the District to Consultant or created or received by Consultant on behalf of District, is destroyed or returned to District, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the provisions of Subdivision (c) of this paragraph 6.

(b) Termination Either party may terminate this Agreement upon thirty (30) days' notice to the other party, which shall serve to terminate the Benefit Consulting Agreement as well:

(c) Effect of Termination.

i. Except as provided below in paragraph (ii) of this section, upon termination of this Agreement, for any reason, Consultant shall immediately return or if directed by the District, destroy all Protected Health Information received from District, or created or received by Consultant on behalf of District. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Consultant. Consultant shall retain no copies of the Protected Health Information.

ii. In the event that Consultant determines that returning or destroying the Protected Health Information is infeasible, Consultant shall provide immediately to District notification of the conditions that make return or destruction infeasible. Upon submittal of written proof, satisfactory to District, that return or destruction of Protected Health Information is infeasible, Consultant shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Consultant maintains such Protected Health Information.

7. Indemnification.

Consultant agrees to indemnify, defend and hold harmless District and their affiliates, trustees, officers, directors, employees, successors and assigns from and against any and all claims, penalties, liabilities, losses, damages, suites, settlements, judgments or costs, including reasonable attorneys' fees, which may arise from the acts or omissions of Consultants in performing under this Agreement.

8. Audit.

Upon sixty (60) days' prior notice, District may audit Consultant's performance pursuant to this Agreement, including, but not limited to, the internal privacy practices of Consultant. District shall choose the Auditor in its sole discretion. The Audit shall be conducted on CONSULTANT's premises during regular business hours and CONSULTANT shall make available its books, records and procedures regarding compliance with Health Insurance Portability and Accountability Act of 1996 Privacy Rule and any applicable amendments thereto.

9. Miscellaneous.

(a) Regulatory References. A reference in the Agreement to a section in the Privacy Rule means the section as in effect or as amended.

~~(b) Amendment. The Parties agree to take such action as is necessary to amend the Agreement from time to time pursuant to a written agreement signed by the Parties and is necessary for District to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191~~

(c) Survival. The respective rights and obligations of Consultant under Section 2(f), 2(g), 6(c) and (7) of this Exhibit "B" shall survive the termination of the Agreement.

(d) Interpretation. Any ambiguity in the Agreement shall be resolved to permit District to comply with the Privacy Rule.

(e) Notices. Any notice required to be given under this Agreement shall be in writing and sent by confirmed facsimile or by certified mail, return receipt requested at the address set forth above or at such other address as the parties may designate from time to time.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

The parties agree that for purposes of HIPAA CONSULTANT shall be deemed a Consultant of District. CONSULTANT agrees to continue to perform, on behalf of District, all transactions that are considered Covered Transactions, as that term is defined by HIPAA and function as District's Clearinghouse, as that term is defined by HIPAA, and therefore further agrees to comply with HIPAA's standards regarding EDI, Privacy and Security. In no event shall District be required to provide CONSULTANT with any information in a format that meets the EDI standards of HIPAA.

IN WITNESS WHEREOF, the duly designated representatives of District and CONSULTANT have executed this Agreement and have evidenced their ratification and consent to be bound by the Agreement contained herein, as of the effective date of this Agreement.

Lawrence Union Free School District

SENECA CONSULTING GROUP, INC

By: _____

Name: _____

Title: _____


By: _____

Name: Daniel C. Opinante

Title: President

PRELIMINARY

SMART SCHOOL INVESTMENT PLAN

Lawrence Union Free School District

June 2020 (posted on website 06/29/2020)

Total District Allocation: \$1,011,678

Allocation Requested for this plan: \$772,821

Allocation Remaining: \$238,857

Smart School Bond Act Overview:

The Smart Schools Bond Act of 2014 was passed in the 2014-15 Enacted New York State Budget and approved by the voters in a statewide referendum held during the 2014 General Election on Tuesday, November 4, 2014. The Smart Schools Bond Act (SSBA) authorized the issuance of \$2 billion of general obligation bonds to finance improved educational technology and infrastructure to improve learning and opportunity for students throughout the State. SSBA funds may be used for one or more of the following capital projects:

- School Connectivity
- Community Connectivity
- Classroom Learning Technology
- PreKindergarten Classrooms
- Transportable Classrooms
- High-Tech Security

The following investment plan for the Lawrence School District is in alignment with the goals and technological needs for the coming years. The specific area of focus for the District will be the SSBA categories school connectivity, community connectivity, and classroom learning technology.

Plan Development:

This preliminary Smart Schools Investment Plan has been developed through discussions with district administrators from public and non-public schools within District 15, technology staff, Board of Education and community members. An overview of the SSBA and the spending possibilities is being presented to the Board of Education and the district stakeholders at the June 29, 2020 Board of Education meeting. Upon its approval, this plan will be posted on the District website for 30 days, during which time the community members can provide the District with any pertinent feedback. After this time, a finalized Smart Schools Investment Plan will be submitted to the New York State Education Department and will be posted on the district's website. The planning process for this investment plan will include consultation with parents, teachers, students, community members and any non-public schools located in the District, if applicable.

Plan Summary:

1. School Connectivity

Install/replace network switches & cables

Purchase laptops and Chromebooks for use within school buildings

2. Community Connectivity

Purchase Chromebooks and other Wi-Fi enabled devices for use outside of the school buildings

3. Classroom Learning Technology

Purchase and install interactive white boards, flat panel displays, projectors, mounting equipment, cables & connectors

Purchase desktop computers, printers, robotics, machinery, licenses/software, storage carts & cabinets, and additional classroom technology equipment and supplies

Please direct any comments on this plan to Jeremy Feder at jfeder@lawrence.k12.ny.us or P.O. Box 477, Lawrence, NY 11559

Textbook Central Agreement for Centralized Textbook Distribution Services 2020-2021

This Agreement covers textbook procurement and distribution services for the 2020-2021 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: Lawrence School District (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 2020-2021.

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 2020-2021 year, the service involves the following steps:

- o Beginning early in calendar 2020, 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 2020-2021. Signed certifications on textbook loan conditions will be obtained from all participating non-public schools.
- o In the second calendar quarter of 2020, 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.
- o 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

preferential pricing has been negotiated and whose online ordering systems are aligned with Textbook Central's TIMS system.

- Throughout the summer, Textbook Central will coordinate and confirm the shipment, delivery, and invoicing of textbooks to the non-public schools. This effort will involve extensive negotiations with the suppliers to handle order short-falls, out-of-stock conditions, misdirected shipments, and invoicing errors. For informational and invoicing purposes, Textbook Central will prepare and provide detailed cost projections for all participating Nassau districts with its initial 70% billing.
- With the opening of schools in September, Textbook Central will begin receiving, ordering, and coordinating a multitude of smaller orders to make inventory adjustments for newly enrolled non-public school students and other special situations (curriculum changes, second set requests, etc. — all of which will be carefully monitored and controlled within the cost per student guidelines). Help desk services to facilitate special situations are available year round.
- Following the initial opening of school changes, a second estimated billing of 20% will be prepared and provided to the districts in November. While still an estimate, it will be based more on actual enrollment and actual textbook billing cost.
- Throughout the process Textbook Central's designed Student Management System (SMS) will be updated by all member private schools to a secured on-line database. This secured student information is available to all member school districts through logon password to validate enrollment and the resident district of the enrolled student. This system greatly enhances the district ability to satisfy various informational and reporting requirements facing the district throughout the school year.
- Textbook Central will prepare final district expense adjustments (usually 10%) in the March-April 2021 timeframe.

For 2020-2021, Textbook Central will charge the participating Nassau school districts for the cost of textbook procurement as well as a CTD administrative fee based on a tiered pricing structure which is applied to each non-public school individually. The District's total attendance at that school will have fees applied as follows:

First 1 – 25 students by school	\$28.60 per student
Next 26 – 250 students by school	\$22.65 per student
Over 250 students by school	\$16.85 per student

B. District Bookroom Purchase Management ("MPO-Managed Purchase Option").

This is a purchase order management service offered as a convenience to Nassau districts. It permits the districts to place orders for textbooks for students attending non-public schools that are not participating in Textbook Central's centralized distribution program (or even for their own public school students). This option provides districts with a single source of textbooks. Through its TIMS system, and the use of reconditioned suppliers, Textbook Central endeavors to reduce the districts' textbook costs by more than the cost of the service itself. The processing and timing of MPO textbook orders will be handled by Textbook Central and will parallel that of the centralized distribution program described in Section 2.A above.

*****CentralEd and the District agree that the execution of this Agreement DOES NOT BIND the District to procure MPO services. In the event that the District places MPO textbook orders with CentralEd the terms will apply.**

For 2020-2021, 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 two decades, 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 54 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.

- Textbook Central specifically developed proprietary systems regarding participating private school students to eliminate all parental involvement and district interaction for textbook loan requests.
- Proprietary on-line Student Management System developed to enable seamless real-time tracking of student information by private schools and resident districts.
- Pricing at or below publisher school contract pricing, with the added advantage of free freight allowances, in some cases saving on average, an additional estimated \$1,000 annually.
- Single source for all customer service related functions with web site based information systems and tools to facilitate district and private school communication.

4. Invoice Schedule and Terms:

The District understands and agrees that textbook purchases represent the major cost of the services being provided by Textbook Central under this Agreement. In order to maintain the most favorable terms with textbook publishers and suppliers, and to minimize Textbook Central's administrative expenses, it is critical that CentralEd promptly invoice, and that all participating Nassau districts promptly pay, CTD and MPO service costs.

For CTD services, CentralEd will provide an initial invoice to participating districts no later than July 1, 2020. The initial invoice will cover seventy percent (70%) of the District's estimated proportional share of all textbook purchases and administrative charges for the 2020-2021 school year. A second invoice will be provided no later than November 1, 2020, covering twenty percent (20%) of the District's proportional share of all textbook purchases and administrative charges for the 2020-2021 school year. A third invoice, reflecting the final and remaining textbook costs and administrative fees will be issued by April 15, 2021.

Districts participating in the MPO program will be invoiced for textbook costs and administrative fees as incurred on a schedule to coincide with the invoicing schedule referenced above within this section 4.

All invoices will be payable upon receipt. The District agrees that payments received more than sixty (60) days after receipt of a valid invoice shall be subject to late payment charges of one percent (1%) per month thereafter and may be reflected in higher program fees for the District in subsequent years.

5. Concurrence:

In witness whereof, the parties hereunto state they have the authority and have duly executed this Agreement as of the dates indicated below.


 /s/ _____
 Winston E. Himsworth
 Executive Director
 CentralEd
 March 2020


 /s/ _____
 Name: Ann Pedersen, Ed.D.
 Title: Superintendent of Schools
 District: Lawrence School District
 Date: May 20, 2020



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234
Office for Prekindergarten through Grade 12 Education
School Operations and Management
Child Nutrition Program Administration
89 Washington Avenue, Room 375 EBA, Albany, NY 12234-0055
Phone: (518) 473-8781 Fax: (518) 473-0018
www.cn.nysed.gov

School Food Authority (SFA) Required Checklist
2020-2021 Extension of Food Service Contract

This Checklist and Extension must be completed and signed by an authorized SFA Representative

Contract Type II- Contracts Originating in 2018-2019 and later Extension Year: ☐ 2 ☒ 3 ☐ 4 ☐ 5

SFA: Lawrence Union Free School District

LEA Code: 280215030000

SFA Business Official: Jeremy Feder

Telephone Number: 516.295.7053

NOTE: Use this required checklist to ensure that all documents you submit are complete (no blanks). If an incomplete document is received and or completed in pencil, it will be returned to the SFA and the SFA may be placed on reimbursement hold. Return this completed checklist with the extension.

SECTION 1 (ORIGINAL CONTRACT INFORMATION)

- ☒ Original agreement date; SFA name; county; FSMC name
- ☒ Commencing and ending dates (month/day/year; must agree with original contract)
- ☒ Original Per Meal Bid Price
- ☒ Guaranteed Return

SECTION 2 (2020-2021 EXTENSION INFORMATION)

- ☒ Commencing and ending dates (month/day; must agree with original contract)
- ☒ Appropriate month's Consumer Price Index (CPI-U) applied to previous bid year's price
- ☒ Current Per Meal Bid Price
- ☒ Annual Per meal price
- ☒ Guaranteed Return
- ☒ Summer Food Service Program
- ☒ Date agreement signed
- ☒ Signature of BOE President/Executive Director and FSMC Authorized Signatory; Sign in Blue Ink
- ☒ Debarment Option Form ☐ A or ☒ B *
- ☒ Completed Lobbying Certificate
- ☒ Completed Disclosure of Lobbying Activities Form (if required)

Email one original COMPLETE extension of contract to CN@nysed.gov.

Print Name: _____ Title: _____

Signature: _____ Telephone Number: _____

MUST BE SIGNED IN BLUE INK ONLY

SED APPROVED BY:	
Date	NYSED Official

NYSED Docutrax

This section should be completed by the School Food Authority entering into a contract extension and refers to the upcoming school year, 2020-2021. The percentage increase must be based on the Consumer Price Index for Urban (CPI-U) consumers in the New York-Northeastern New Jersey Area. The CPI-U for the 12-month period immediately preceding the month in which the contract ends must be used. (Education law 305.)

It is further agreed that the (CPI-U) percentage of increase in cost, if any, for services rendered during the one year period of this extension will be 1.4. Find current CPI-U at https://www.bls.gov/regions/new-york-new-jersey/news-release/consumerpriceindex_newyorkarea.htm

The party of the first part shall pay the party of the second part:

TYPE II

Enter prior year per meal rate. $(\text{Prior per meal rate} * ((\text{CPI-U}/100)+1)) = \text{Total Current Year Rate}$

Breakfast	Prior Year	This Year
Per Meal Rate	2.3215	2.354

Lunch	Prior Year	This Year
Per Meal Rate	2.7294	2.7676

Snack	Prior Year	This Year
Per Meal Rate	0.4144	0.4202

Dinner	Prior Year	This Year
Per Meal Rate	0	0

TYPE II - Jails or RCCI's ONLY (Per Person Per Day)

Enter the prior per meal rate. $(\text{Prior Per Meal Rate} * ((\text{CPI-U} / 100)+1)) = \text{Current Per Meal Rate}$

	Prior Year	This Year
Administrative Fee Per Person	0	0

A la Carte Conversion Factor

2018-2019	2019-2020	2020-2021
\$3.70	\$3.79	\$3.93

GUARANTEED RETURN: \$ 200,000 (must agree with page 2 or original contract, if applicable)

Does your SFA participate in the Summer Food Service Program? ☒ Yes ☐ No

The extension has been determined as follows:

- (1) The costs herein shall not exceed the contracted cost of the preceding year by more than the percentage increase of the Consumer Price Index for Urban consumers for New York-Northern New Jersey.
- (2) The SFA and FSMC agree to follow the required food based menu plan, standards and timeline established by USDA. (Guidance Attached to Extension)
- (3) All of the items of said agreement shall remain in full force and effect.

In witness whereof, the parties hereto have executed this extension of agreement.

Original Signature Must be Provided by Both Parties (BLUE INK ONLY)

Party of the First Part - Board of Education President/Executive Director	Date	Party of the Second Part - FSMC Authorized Signatory	Date
--	------	---	------

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

Required for FSMC's not listed on the 2020-2021 Management Company Listing.

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person in which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available in the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Form 7

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

DEBARMENT OPTION B

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

FORM 7B

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1.Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2.Status of Federal Action: ☐ a. bid/offer/applications ☐ b. initial award ☐ c. post-award		3.Report Type: ☐ a. initial filing ☐ b. material change for Material Change only: year _____ quarter _____ date of last report _____	
4.Name and address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____ if known: Congressional District, if known: _____			5. If Reporting Entity in #4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7.Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9.Award Amount, if known: \$ _____		
10.a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from #10a.)</i> <i>(last name, first name, MI):</i>		
11.Amount of Payment <i>(check all that apply):</i> \$ _____ ☐ actual ☐ planned			13. Type of Payment <i>(check all that apply):</i> ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify: _____		
12. Form of Payment <i>(check all that apply):</i> ☐ a. cash ☐ b. in-kind: specify: _____ nature _____ value _____					
14.Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:					
15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty not less than 10,000 and not more than \$100,000 for each such failure.			Signature: _____ (Sign in Blue Ink only) Print Name: _____ Title: _____ Telephone #: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

INSTRUCTIONAL SERVICES AGREEMENT

Enclosure

III. E .2.a

6/29/20

THIS AGREEMENT made this 29th day of May 2020, in the County of Nassau, State of New York, between **Brookville Center for Children's Services, Inc.** School Age Programs (9000, 9001, 9020 and 9021), 189 Wheatley Road, Brookville, New York, and Lawrence UFSD, Lawrence, NY 11559.

The school district is authorized by law, under Section 4402(2)(b) to contract with institutions within the State of New York for instruction of handicapped children in those situations where the District is unable to provide for the education of handicapped children in special classes in the public schools, and

WHEREAS, Brookville Center for Children's Services, Inc. is a non-public institution operating special classes for handicapped children.

NOW, THEREFORE, the parties mutually agree as follows:

FIRST: Brookville Center for Children's Services, Inc. agrees to provide instructional services to students specified by the district in accordance with their IEP for the period July 1, 2020 to June 30, 2021, and the services are to be provided by teachers and/or related service professionals possessing appropriate qualifications and certifications, and will submit reports of services rendered.

SECOND: Lawrence UFSD shall pay to Brookville Center for Children's Services, Inc., for each pupil, the tuition rate set by the State Education Department upon submission of an invoice with documentation of the student's continued enrollment in the program. If the tuition rates for this school year are not available at the beginning of that school year, Lawrence UFSD shall pay the rates applicable to the previous school year until the new rates are set, at which time the parties shall adjust tuition payments so that Lawrence UFSD will have paid in accordance with the rates applicable to that current school year.

This Agreement, and the obligation of Lawrence UFSD to make payment hereunder, shall terminate upon withdrawal of the student by Lawrence UFSD for any reason whatsoever or termination of the approval of Brookville Center for Children's Services, Inc. by the Commissioner of Education.

Upon any termination, Lawrence UFSD shall pay to Brookville Center for Children's Services, Inc. the pro-rata portion of the monthly tuition for that part of the month when services were furnished prior to termination.

THIRD: Brookville Center for Children's Services, Inc. shall accord the school district the following:

- a. Right to visit the school.
- b. Pupil attendance reports with reasons for absence beyond 3 days.
- c. Pupil progress reports.
- d. Right to examine accounting records as they pertain to tuition costs.

FOURTH: Brookville Center for Children's Services, Inc. agrees to defend, indemnify and hold harmless Lawrence UFSD and its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not only limited to attorney's fees, arising out of or resulting from the performance of this agreement.

FIFTH: Brookville Center for Children's Services, Inc. shall be responsible for compliance with the requirements of Project SAVE and the SAFE SCHOOL ACTS, with respect to any person providing services by Brookville Center for Children's Services, Inc. under the terms of this agreement. All persons providing services by or through Brookville Center for Children's Services, Inc. under the terms of this agreement shall have received appropriate fingerprinting clearance as required by law, prior to providing services to the above named student (s). Appropriate written proof of such clearance shall be provided to Lawrence UFSD prior to such person (s) providing services to the student.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Murray Forman - President

BOARD OF EDUCATION OF
Lawrence UFSD

DATE: _____

By: _____

Brookville Center for Children's Services, Inc.
Federal ID # 73-1662897

DATE: 5/29/2020

By: *Stanford J. Perry*

Stanford J. Perry, Executive Director

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act,

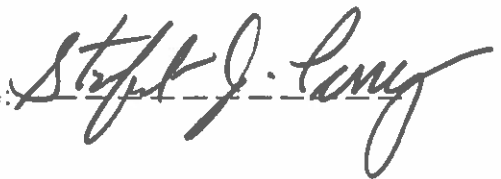
Brookville Center for Children's Services, Inc.

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
 - 2) On request, furnish the New York States Department of Health, or its designee and the Secretary of the United State Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
 - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Service Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Providers Authorized Signature: _____



Address: 189 Wheatley Road

City: Brookville

State: NY

Zip: 11545

Telephone: (516) 626-1000 Date Signed: 5/29/2020

Please list the School District(s) under contract with on the back of this form.

STATEMENT OF REASSIGNMENT

Brookville Center for Children's Services, Inc.

Name of the Outside Contracted Provider

By this reassignment the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid reimbursements to your school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP).
2. to accept as payment in full the contracted reimbursement rates for covered services.
3. to comply with all the rules and policies as described in your contract with the school district.
4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Supportive Health Services Program (SSHSP)

5/29/2020

(Date)



(Outside Contract Service Provider's Signature)

Lawrence Union Free School District

School District (under contract with): List additional ones on back of this form.)

AGREEMENT
LAWRENCE SCHOOL DISTRICT
FULL CARE, INC.

Agreement made this 1 day of July 2020 by and between Lawrence School District ("SCHOOL DISTRICT") and Full Care, Inc. ("AGENCY")

WHEREAS, the SCHOOL DISTRICT desires to contract for per diem RN and LPN Nursing Services and,

WHEREAS, the AGENCY is willing to provide such contracted services to the "SCHOOL DISTRICT" under the terms and conditions set forth;

Now, therefore, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1. Term:
The term of this agreement shall be July 1, 2019 through June 30, 2020 unless terminated earlier as hereinafter provided.
2. Scope of Service:
AGENCY will provide contracted personnel on an as needed basis.
3. Responsibility of AGENCY:
 - A. AGENCY agrees that all personnel provided through this contract will have: (1) qualifications and competence to perform job duties of requested position, (2) current work references, (3) current NY State license to practice in the field contracted for (where applicable), (4) pre-employment examination and annual reassessment of health status consistent with New York State Health Department to include: a) Rubella Titre and/or immunization, and/or documentation of two doses of measles vaccine, c) Annual P.P.D. skin test for TB. If positive findings, appropriate clinical follow up required, but no repeat skin test, (5) annual evaluation. All personnel will be properly fingerprinted. Copy of this documentation will be forwarded to SCHOOL DISTRICT upon request.
 - B. AGENCY agrees to provide comprehensive infection control training including training on OSHA Bloodborne Pathogen Regulations to contracted personnel prior to assignment to SCHOOL DISTRICT. The AGENCY agrees to maintain documentation on contracted personnel confirming that such training took place and will provide confirmation to SCHOOL DISTRICT upon request.

- C. AGENCY also agrees to provide contracted personnel with the opportunity to be vaccinated against Hepatitis B prior to the assignment at SCHOOL DISTRICT. AGENCY agrees to maintain documentation on contracted personnel that the vaccination has been received or declined and will provide confirmation to SCHOOL DISTRICT upon request.
 - D. All contracted personnel referred to SCHOOL DISTRICT, will be considered contracted personnel of the AGENCY. AGENCY shall assume sole and exclusive responsibility for the payment of wages to personnel services performed by them at SCHOOL DISTRICT. AGENCY shall, with respect to said personnel, be responsible for withholding federal and state income taxes, contributing to Federal Social Security taxes, unemployment insurance and maintaining workers compensation coverage as required by the Labor Code.
 - E. Where applicable, the AGENCY shall be responsible for compliance with the requirements of Project SAVE and the SAFE SCHOOL ACTS, with respect to providing services under the terms of this agreement. Where applicable, all personnel providing services by or through the AGENCY under the terms of this agreement shall have received appropriate fingerprint clearance as required by law, prior to providing services to the District's students. Appropriate written proof of such clearance shall be provided to the District prior to such person(s) providing services to the students.
 - F. AGENCY will supply its Federal Employer Identification number to SCHOOL DISTRICT.
 - G. AGENCY will be in compliance with all applicable provisions of Federal, State, and local laws, rules and regulations, and in compliance with the State Department of Health.
 - H. Upon notification that contracted personnel has failed to report for an assignment as scheduled, AGENCY will make appropriate efforts to find a replacement within two (2) hours, if requested by SCHOOL DISTRICT.
 - I. AGENCY will inform SCHOOL DISTRICT of any personnel cancellation and make appropriate efforts to find a replacement if requested by SCHOOL DISTRICT.
-

4. Responsibility of SCHOOL DISTRICT:

- A. SCHOOL DISTRICT shall make available to contracted personnel all records and information relevant to the services being provided.
- B. SCHOOL DISTRICT shall endeavor to request personnel at least twenty-four (24) hours prior to the time the personnel are to start work.
- C. SCHOOL DISTRICT has the right to cancel two (2) hours before the time contracted personnel is scheduled to report for an assignment without incurring liability. It shall be the responsibility of the AGENCY to contact personnel.

5. Insurance:

AGENCY shall provide general liability insurance with a limit of not less than \$1,000,000 and professional liability insurance with a limit of not less than \$1,000,000/\$3,000,000 where applicable. The AGENCY will supply the SCHOOL DISTRICT with a Certificate of Insurance evidencing this coverage. Such certificate (s) shall provide that the issuing insurance carrier shall notify SCHOOL DISTRICT thirty (30) days in advance of any cancellation or material change in the terms or coverage of such insurance. Failure of the AGENCY to obtain or maintain such insurance coverage shall not relieve the AGENCY from any liability arising out of the actions or inaction's of the contracted personnel arising from this Agreement and such liability shall not be limited to the policy limits provided herein.

6. Indemnification:

Both parties agrees to indemnify and hold harmless the other party to the extent permitted by law, its officers, directors, agents and employees against all claims, suits and demands of every kind and description arising out of or in consequence of, the acts or omissions of the AGENCY, its contracted personnel, servants and employees in the performance or conduct of any and all aspects of this agreement.

7. HIPPA

Both parties to this Agreement understand that they may receive and /or come in contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPPA and shall comply with said Regulations, if applicable

8. Liability of SCHOOL DISTRICT:

Except in the case of negligence on the part of the SCHOOL DISTRICT, SCHOOL DISTRICT shall not be liable for any injuries sustained by any contracted personnel providing services under this contract.

9. Emergency Medical Treatment:

SCHOOL DISTRICT will make available emergency medical treatment to contracted personnel for the injuries and illnesses which may occur at SCHOOL DISTRICT during such time that the contracted personnel are providing services under this Agreement. The contracted personnel receiving such services shall be financial responsible for the charges incurred.

10. Non-discrimination:

The AGENCY agrees not to discriminate in employment with respect to race, religion, sex, creed, handicap or national origin in compliance with Title VI, the Civil Rights Act of 1964 and the Americans with disabilities Act.

11. Orientation:

SCHOOL DISTRICT agrees to provide orientation for contracted personnel assigned to SCHOOL DISTRICT. Orientation shall include but not be limited to review of policies and procedures of the department to which the contracted personnel is assigned, Infection Control, including Department Exposure Determination Plan, and Fire and Safety, Confidentiality and Medical Safety Data Sheets.

12. Confidentiality:

AGENCY and contracted personnel will maintain the confidentiality of all patient care data received in the performance of assigned duties at SCHOOL DISTRICT. Violations of these confidentiality considerations may result in removal of contracted personnel from SCHOOL DISTRICT staffing and/or legal action. All contracted personnel are to receive orientation concerning Patient Confidentiality.

13. Autonomy of Parties:

This agreement shall not be construed to make either the AGENCY or SCHOOL DISTRICT an agent of, or joint venture with the other. Each of the parties hereto expressly disclaims any intention to enter into any such joint venture and agrees that it shall so conduct itself as not to act on behalf of the other. Furthermore, it is expressly agreed and understood that the contracted personnel assigned to SCHOOL DISTRICT by the AGENCY shall not be deemed employees, agents or servants of SCHOOL DISTRICT for any purpose, not shall they be entitled to any fringe benefits, Worker's Compensation, New York State Disability, Unemployment Insurance or any other benefits as employees of SCHOOL DISTRICT.

14. Identification:

All personnel supplied by the AGENCY shall, at all times when engaged in activities at SCHOOL DISTRICT conspicuously display their name badges.

15. Non-Exclusivity:

Nothing in this agreement shall prohibit either party from affiliating or contracting with any other AGENCY for any purpose whatsoever.

16. Right to Dismiss:

If, in the discretion of SCHOOL DISTRICT, an individual provided by the AGENCY is found to be incompetent, negligent or has engaged in misconduct, SCHOOL DISTRICT may require the contracted personnel to leave SCHOOL DISTRICT and shall inform the AGENCY of this action immediately. SCHOOL DISTRICT has an obligation to compensate for such individual's services only for the actual time worked.

17. Access to Books, Documents and Records:

To the extent that Section 952 of the Federal Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated thereunder are applicable to this agreement, the AGENCY shall, until four (4) years after expiration of the services provided, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human services, and their duly authorized representatives for access in accordance with Section 952 of the Act to any Agreement between AGENCY and SCHOOL DISTRICT for services, as well as the books, documents and records which are necessary to verify the cost of the services provided.

18. SCHOOL DISTRICT Rules and Regulations:

While providing services to SCHOOL DISTRICT, all contracted personnel shall comply with all provisions of the licensing law of the State of New York; with regulations promulgated thereunder; and with all policies adopted by SCHOOL DISTRICT to protect the health and welfare of its students.

19. Fee Schedule:

- A. AGENCY shall bill SCHOOL DISTRICT for its services at the rate of \$48.00 per hour for LPN services and \$56.00 per hour for RN services. Any services provided by the same contracted employee in excess of forty hours a week will be billed at time and a half of the hourly wage. If a Nursing Visit is requested (typically lasting 1 hour in duration) the rate will be \$105 per visit for an LPN and \$120 per visit for an RN.
- B. SCHOOL DISTRICT will be billed for services on a weekly basis. Payment is due sixty (60) days from receipt of service. If an invoice is not paid timely the SCHOOL DISTRICT is liable for accrued interest on that amount at the rate of 1.5% per month (18% annually). Any costs incurred in the collection of an invoice will also be the responsibility of the SCHOOL DISTRICT.
- C. Rates are subject to change with sixty (60) day written notice.

20. Cancellation:

If contracted personnel scheduled to work in SCHOOL DISTRICT is not needed, the SCHOOL DISTRICT will cancel that individual a minimum of two hours before the start of the shift. If contracted personnel are cancelled less than two hours before the start of the shift, a two hour charge will be incurred.

21. Exposure to Communicable Disease:

If the AGENCY is made aware that a contracted individual has or has been exposed to any communicable disease, the AGENCY will notify SCHOOL DISTRICT immediately.

22. Use of Name:

Neither party to this Agreement shall use the name of the other party in any promotional or advertising material without first obtaining written approval from the party whose name is used.

23. Responsibility for Operations:

Notwithstanding any other provisions of this Agreement, SCHOOL DISTRICT remains responsible for ensuring that any service provided pursuant to this agreement complies with applicable Federal, State and Local statutes, rules and regulations. This provision shall not affect the responsibilities of the AGENCY, or contracted personnel, pursuant to this Agreement.

24. Notices:

All notices hereunder shall be in writing and shall be deemed given when delivered, or mailed, postage prepaid, certified mail, return receipt requested addressed as follows:

To SCHOOL DISTRICT:

Lawrence School District
Business Office
2 Reilly Road
Cedarhurst, NY 11516

If to the AGENCY:

Gordon J. Gerard, CEO
Full Care Inc.
189 Sunrise Highway
Suite 204
Rockville Centre, NY 11570

25. Applicable law:

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

26. Terminations:

A. This Agreement may be terminated by either party upon not less than thirty (30) days written notice to the other party or by the mutual consent of the parties at any time.

B. This Agreement may also be terminated by SCHOOL DISTRICT without advance written notice in the event that the AGENCY fails to fulfill its obligations for the maintenance of liability insurance pursuant to Paragraph hereunder.

C. This Agreement may also be terminated by SCHOOL DISTRICT in the event of conduct which, in the fair and reasonable opinion of SCHOOL DISTRICT, is prejudicial to the best interests and welfare of SCHOOL DISTRICT.

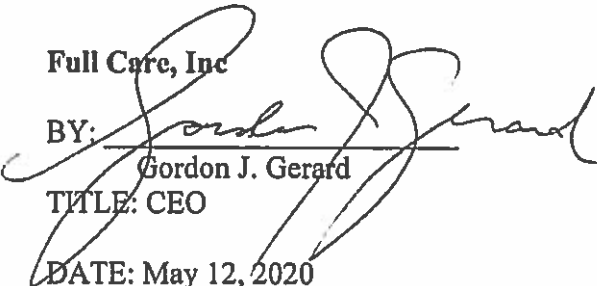
27. Employee of Full Care Personnel:

SCHOOL DISTRICT agrees not to employ any contracted personnel for a period of one hundred and eighty (180) days following his/her completion of work assignment for SCHOOL DISTRICT. If SCHOOL DISTRICT does employ AGENCY personnel directly, SCHOOL DISTRICT understands it will be responsible to pay the AGENCY a fee equal to the personnel's average daily wages times ninety (90) days. The personnel's average daily wages will be computed by averaging the personnel's wages while servicing SCHOOL DISTRICT during the previous ninety (90) days. If the an employee of the AGENCY has worked less than 90 days their level of compensation will be extrapolated so that a 90 day compensation amount can be determined.

28. Entire Agreement, Modification:

This Agreement contains the entire understanding between the parties and no alterations for modification hereof shall be effective except in a subsequent written instrument execute by both parties.

Full Care, Inc

BY: 

Gordon J. Gerard

TITLE: CEO

DATE: May 12, 2020

Murray Former - President
Lawrence School District

BY: _____

TITLE: *President of BOE*

DATE: _____

LITTLE FLOWER UNION FREE SCHOOL DISTRICT
2460 North Wading River Road
Wading River, New York 11792
Tel (631) 929-4300 / Fax (631) 929-0303

Harold J. Dean, Ed.D.
Superintendent of Schools

Philip E. Kenter, Ed.D.
School Business Administrator

Robert J. Scappatore
School Principal

Michael C. Gordon
Assistant Principal/ Director of Special Education

INSTRUCTIONAL SERVICES AGREEMENT

This is an agreement for instructional services for 2019-2020 (the period of July 1, 2019 – June 30, 2020), between Little Flower UFSD, having offices located at 2460 North Wading River Road, Wading River, New York 11792 and Lawrence Public School District, having offices located at 2 Reilly Road, Cedarhurst, NY 11516.

WHEREAS, Little Flower UFSD is an educational institution that provides special education instructional services, and

WHEREAS, Lawrence Public School District is also an educational institution that provides instructional services, and

WHEREAS, Lawrence Public School District has contracted with Little Flower UFSD for the provision of certain specialized instructional services to Lawrence Public School District student(s),

NOW, THEREFORE, upon mutual consideration given, the parties herein agree as follows:

1. Little Flower UFSD agrees to provide instructional services to students specified by Lawrence Public School District in accordance with each student's IEP for the applicable school year. These services are to be provided by teachers and/or related service professionals possessing appropriate qualifications and certifications. All teachers performing services under this Agreement shall be licensed to practice in the State of New York and be fingerprinted and cleared to perform instructional services.
2. Little Flower UFSD agrees to submit to Lawrence Public School District, on a timely basis, reports of the services rendered and reports concerning the student's educational program and progress. Further, Little Flower UFSD personnel agrees to make itself available to Lawrence Public School District personnel for purposes of case discussions, personal observations, educational reviews and program visitations by prior arrangement between the personnel involved. Little Flower UFSD will maintain all necessary records and reports in accordance with federal, state and, local laws and regulations concerning the education and progress of each designated student.
3. Little Flower UFSD agrees to submit to Lawrence Public School District monthly Tuition bills for 2019-2020 (the period of July 1, 2019 – June 30, 2020). In turn, Lawrence Public School District agrees to pay the tuition rate billed within thirty (30) days. Tuition rates are billed monthly at the rates for summer and school year established by the New York State Education Department. If the tuition rates for the current school period are not available at the beginning of the school term, Little Flower UFSD will bill and Lawrence Public School District shall pay the rates applicable to the previous school

year until the new rates are set; at which time both parties shall adjust the billing and payments in accordance with the rates applicable to the current school year.

4. This agreement shall not be modified or amended, except in writing, signed by both parties.
5. This Agreement, and the obligation of Lawrence Public School District to make payments hereunder, shall terminate upon withdrawal of the student by Lawrence Public School District for any reason whatsoever or termination of the approval of Little Flower UFSD by the Commissioner of Education.
6. Upon any termination, Lawrence Public School District shall pay to Little Flower UFSD the pro-rata portion of the monthly tuition for that part of the month when services were furnished prior to termination.
7. The signatories to this Agreement have the authority of their respective Boards of Education to execute this Agreement and bind their respective Districts to the terms of this Agreement.
8. Services and / or obligations set forth in this agreement shall not be assigned to a different school / agency in whole or in part without the written consent of all parties to this Agreement.

Indemnification Clause:

Each Party will indemnify and hold the other harmless from all liabilities and damages, including attorney's fees, arising from its own negligence under this agreement.

Little Flower UFSD

By: Harold J. Dean, Superintendent
Representative Name (Please Type or Print)

[Signature]
Representative's Signature

1/6/2020
Date

Lawrence Public School District

By: Andrew Weisman
Representative Name (Please Type or Print)

[Signature]
Representative's Signature

1/13/2020
Date

Murray Forman
President of Board

Signature

Date



This agreement made between New York Therapy Placement Services, Inc., 299 Hallock Avenue, Port Jefferson Sta., NY 11776, hereinafter referred to as the "Agency" and Lawrence Public Schools, P.O. Box 477 Lawrence, NY 11559, hereinafter referred to as the "School". The terms of this agreement shall extend from July 1, 2020 to June 30, 2021.

NOW THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

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

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

OCCUPATIONAL THERAPY

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

Total Classroom Push-in Model	42 minutes	30 Minutes
OT Consultations	\$92.00 per session	\$66.00 per session

Kindergarten Hand Skills	45 minutes	30 minutes
Week 1-6	\$90.00 per push-in entire class	
Week 6-12		\$68.00 per 30 minutes group session
<u>Handwriting Programs</u>		\$68.00 per group session

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

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

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

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

PHYSICAL THERAPY

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

SPEECH THERAPY

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

INDIVIDUAL STUDENT/TEACHER CONSULTATIONS

OT/PT/SP Consults (per 30 minutes)	\$ 45.00
Sensory Consults (per 60 minutes)	\$100.00
Assistive Tech Consult/Training (15 minutes)	\$ 45.00
Staff Training Consultations (per 60 minutes)	\$ 150.00

EVALUATIONS

EVALUATION TYPE	MONOLINGUAL RATE	BILINGUAL RATE
OT/PT/SP Screenings	\$ 50.00	\$ 90.00
OT/PT Evaluation/Re-Evaluation/Triennials	\$ 175.00	\$ 325.00
SP Evaluation/Re-Evaluation/Triennials	\$ 200.00	\$ 325.00
OT Evaluation with Sensory Profile	\$ 210.00	\$ 260.00
Social History Evaluation	\$ 100.00	\$ 220.00
Classroom Observation	\$ 75.00	\$ 75.00
Educational Evaluation	\$ 200.00	\$ 300.00
Psychological Evaluation	\$ 625.00	\$ 875.00
Psychological/Education Evaluation	\$ 875.00	\$ 1,100.00
Assistive Technology Evaluation	\$ 1,400.00	N/A
Central Auditory Processing Evaluation	\$ 600.00	N/A
ADOS	\$ 600.00	\$ 700.00

Participation at CSE/TEAM Meetings/Program Reviews:

Prorated at the individual rate for all service types

Scheduling Sessions:

A scheduling session will be billed at \$35.00 per child one time at the onset of the school year. This includes meeting and consulting with the student/teacher/staff in order to prepare an appropriate schedule for students.

RESOURCE ROOM/ HOME TUTORING

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

PARENT TRAINING

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

COUNSELING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (2-5 students) (Rate Per Group)
Elementary/Middle/High	\$45.00	\$30.00 per child
Elementary/MS/HS Child Seen at Private or Parochial School	\$45.00	\$30.00 per child
Elementary/MS/HS Child being seen at Home	\$55.00	N/A

BEHAVIORAL SERVICES

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

EXTENDED SCHOOL DAY-AFTER SCHOOL PROGRAM

TYPE OF SERVICE	Rate Per Hour Up to 12 Students per group 2020-2021
BCBA/Special Education Group Behavioral Services	\$220.00
Paraprofessional/Registered Behavior Technicians	\$50.00
Parent Training for Group Participants by BCBA/Special Education Teacher	\$150.00

TRANSLATIONS

\$95.00 Flat Fee up to 1 hour
\$45.00 per 30 minutes after 1 hour
\$25.00 per page for written translations

EDUCATIONAL STRATEGIES TASK FORCE

Includes professional development seminars and workshops. Staff training, consultation and coaching options.

WORKSHOPS

Full Day: \$1600.00
Workshops under Three hours: \$800.00
Strategic Coaching: \$125.00 per hour (Minimum of 5 hours per day)

NOTES

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

RESPONSIBILITY FOR PAYMENT OF SERVICES:

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

2. Bills for services rendered by the service provider will be submitted by the Agency on behalf of the service providers on a monthly basis and payment will be made by the School within a thirty-day period.
 3. In establishing the services herein specified, the Agency is acting as a central repository of licensed and insured practitioners, who shall be free to exercise their own professional discretion as to the means and manner in which these services are to be performed pursuant to New York law. However, such performance shall be in accordance with currently approved methods and practices of their profession.
 4. Services will be provided by New York State licensed and registered occupational therapists, certified occupational therapy assistants, New York State licensed and registered physical therapists, certified speech pathologists, certified special education teachers and certified social workers.
 5. The School shall not enter into a separate agreement with any practitioner referred by or working through or with the Agency to the School hereunder for the duration of this agreement and for a period of two years thereafter. Should the School enter into such an agreement, the Agency will reserve its right under New York State law.
 6. Services shall be provided to all persons regardless of race, creed, color, national origin, sex, sponsor, or handicap.
 7. The School retains final professional and administrative responsibility for any services rendered.
-
8. The School shall retain responsibility for obtaining medical prescriptions and blanket

consent for evaluation/annual review testing from Parent/Guardian of students referred to New York Therapy Placement Services for related services prior to referring students to New York Therapy Placement Services. The School shall maintain prescriptions and blanket consent forms on file and forward copies upon request of Agency or Therapist. According to subdivision (b) of section 200.2 of the Regulations of the Commissioner of Education school district administration is responsible for providing NYTPS a paper or electronic copy of students IEP prior to the implementation of services by the service provider.

9. The Agency will ensure the service providers assigned to the School will input all Medicaid documentation on a timely basis into the Medicaid approved system that the School uses. (e.g. IEP Direct, Kinney, Cleartrack).
 10. The Agency shall be responsible for assuring that any service provider providing services to students in covered schools will have received appropriate initial fingerprint clearance with NYS in compliance with the Project SAVE and SAFE SCHOOLS ACT. School will retain responsibility to verify and obtain School clearance for each service provider servicing students under this agreement according to the New York State Safe Schools against violence in education (SAVE) legislation.
 11. The School agrees to keep all information contained within this contract confidential as may be appropriate and shall not disclose the contents thereof with Agency personnel or contractees.
 12. Notwithstanding any other provisions in this contract, the School shall be responsible for advising the Agency of specific services provided pursuant to this contract which must comply with pertinent provisions of federal, state, and local statutes, rules and regulations.
 13. Should any part of this agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this agreement. Such remaining parts shall remain in full force as if this agreement has been executed with the invalid part eliminated.
 14. The School further agrees that it shall defend, indemnify and hold harmless New York Therapy Placement Services, Inc., its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the School or any of its officers, directors, agents or employees taken or made with respect to this Agreement.
-

15. The parties hereto agree that this Agreement is effective for the 2020-2021 school year from the date hereof. This agreement shall be considered as a firm commitment on the part of the parties hereto for a period of one (1) year commencing July 1, 2020.

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

For the School - Lawrence UFSU

P.O. BOX 477, Lawrence, NY 11555
Address

Murray Forman - BOE President
Title

Date

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



HEALTHCARE AGREEMENT
Lawrence School District 2020-2021 School Year

This supplemental healthcare personnel Agreement [hereinafter "Agreement"], made and entered between Lawrence UFSD 2020-2021 School Year. [hereinafter "Facility"], and US MEDICAL STAFFING (hereinafter "Agency").

WHEREAS, Facility operates a medical Facility requiring Supplemental Staff.
WHEREAS, The Agency is a staffing company with the ability to provide supplemental Healthcare personnel [hereinafter "Supplemental Staff"] for the purpose of providing health services to patients of Facility; and

1. **Term:** This Agreement shall commence when signed by both authorized representatives of the District and The Agency and shall continue indefinitely, unless sooner terminated as provided herein.
2. **Standard of Performance:** In performing its obligations under this Agreement, The Agency shall act in good faith and with reasonable diligence. District and The Agency agree and acknowledge that their mutual goal is for District to provide quality health care to patients of District in a professional, efficient and economic manner and that District has entered into this Agreement with The Agency for the purpose of providing such health care to its patients.

Purpose of Agreement:

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

3. **Obligations of The Agency**
 - a. The Agency agrees that it shall ensure that all Supplemental Staff provided to the District are fully familiar with District's policies, District's job description, District's protocols and established standards of care. However, any onsite orientation of Supplemental Staff shall be the District's responsibility.
 - b. The Agency shall insure that all Supplemental Staff are appropriately licensed or certified and registered to practice as a healthcare professional.
 - c. The Agency shall ensure that all Supplemental Staff have complied with the Immigration Reform and Control Act of 1986. The Agency shall provide the Facility with satisfactory evidence of such compliance for each healthcare professional.
 - d. The Agency hereby warrants and represents that it has performed a reasonable and prudent background investigation of all Supplemental Staff, including requiring that each applicant disclose

any conviction whether criminal or any other offence, in their initial employment application.

4. The Agency Compliance: The Agency further warrants and represents that Supplemental Staff provided to the District hereunder shall be oriented as set forth herein and has been advised of the pertinent conditions of this agreement and has agreed to be bound thereby.

5. Payment:

- a. District agrees to compensate The Agency in the amount based upon the attached Addendum A.
- b. Payment due under this Agreement shall be made to The Agency within 30 days after receipt of valid invoice from The Agency by District. If payment is made more than 30 days after receipt, a late fee of 1% of the total amount will be charged.
- c. Payment for orientation time for Supplemental Staff shall be paid by the District.
- d. A signature on The Agency's time slip by any employee of the District affirms acceptance by the District of the hours worked. Further, the signed time slip serves as a binding contract requiring the District to pay all fees due to The Agency based on the hours indicated.
- e. District agrees that all Supplemental Staff working on the following holidays: Christmas Day, New Year's Day, Thanksgiving, 4th of July, Memorial Day, Labor Day would receive overtime pay rates (time and a half).
- f. The Agency incurs substantial recruiting, screening, administrative and marketing expenses in connection with employees assigned by The Agency to that District. District agrees that if District hires any of The Agency employee without agreement from The Agency, District will pay a conversion fee equal to 40% of that employee's annual salary, if employee is hired within 180 days of last date of scheduled employment through The Agency.
- g. The District agrees that our employees working at that District cannot be permitted to work at their District by converting to another agency's payroll unless agreed to by The Agency
- h. The Facility agrees to pay The Agency for four (4) hours of work when the Facility cancels a work order in less than two (2) hours prior to the start of the shift assignment.

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

7. Records:

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

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

9. Independent Contractors:

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

10. Reciprocal Insurance and Indemnification:

- a. The Agency and District agree to indemnify, defend, and hold each other harmless, including their officers, directors, employees and agents, from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorney's fees), arising out of breach of this agreement. This indemnification shall apply regardless of whether the claim in question is asserted after the termination of this Agreement.
- b. The Agency covenants and represents that throughout the term of this Agreement it will maintain, at its sole cost, a professional liability occurrence insurance policy with coverage amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering of all Supplemental Staff provided to District. The premiums with respect to such malpractice insurance shall be paid by The Agency. The Agency's policy and such insurance shall require thirty (30) days prior written notice to the District in the event of termination, cancellation, or a material change in any such policy. The Agency shall provide District with a current and valid Certificate of Insurance, which evidences such insurance coverage prior to the Effective Date of this Agreement and within ten (10) days to any renewal or extension thereof. In addition, The Agency shall provide The District with proof of workman's compensation insurance for all Supplemental Staff.

11. Miscellaneous:

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

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

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

By: Lawrence UFSD 2020-2021 School Year

By: US MEDICAL STAFFING

Name Murray Forman-President

Name: RICHARD E DUBBAG

Signature _____

Signature [Signature]

Title President of BOE

Title PRESIDENT

Date _____

Date 6-9-2020

Accounts payable must not exceed \$20,000 unless otherwise agreed upon.



Lawrence UFSD Rate Sheet 2020-2021 School Year
Bill Rates for 2020-2021 School Year

Specialties

Registered Nurse
Licensed Practical Nurse
Certified Nursing Assistant

Hourly Rates:

\$53.00/Hourly
\$37.00/Hourly
\$25.00/Hourly

LONG TERM 1:1 ASSIGNMENTS SCHOOL YEAR 2020-2021

Hourly Rate for an LPN based on guaranteed full school year assignment-Bill Rate \$35.00/Hourly
Hourly Rate for an RN based on guaranteed full school year assignment -Bill Rate: \$50.00/Hourly.

US Medical Staffing requires a \$20,000 cap on accounts payable from district unless otherwise negotiated.

Temp to perm conversion terms are 900 working hours, at which time temp may be transferred onto Districts payroll with no additional temp fee charges. Should District decide to hire said employee (on or after completion of 900 hours) as a permanent staff member, any outstanding temp invoices will be paid in accordance of contract.

Written notice for perm conversion must be submitted to US Medical Staffing via email, fax or US Postal. If employee transfer from temp to perm is requested prior to 900 working hours, US Medical Staffing will prorate a conversion fee based on numbers of hours completed. Conversion fee is calculated at 15% of employee's annual salary at District. Perm conversion fee is due upon receipt of invoice.

By: Lawrence UFSD 2020-2021 School Year

Name: _____

Signature: _____

Title: _____

Date: _____

BY US Medical Staffing

Name: RICHARD DUBOW

Signature: [Signature]

Title: PRESIDENT

Date: 6-9-2020

LAWRENCE PUBLIC SCHOOLS
SCHEDULE OF TENURE APPOINTMENTS

<u>NAME</u>	<u>SCHOOL</u>	<u>TENURE AREA</u>	<u>EFFECTIVE DATE</u>
Beckman, Jacqueline	LES	Assistant Principal	7/18/2020
Rubin, Fallon	PPS	Supervisor – Admin.	7/01/2020

DATE: _____

SIGNATURE: _____
District Clerk

Enclosure IV.F.1
06/29/2020

LAWRENCE PUBLIC SCHOOLS
SCHEDULE OF APPOINTMENTS

<u>NAME</u>	<u>SCHOOL /ASSIGN</u>	<u>TYPE OF APPT.</u>	<u>EFFECTIVE DATE</u>	<u>TENURE DATE</u>	<u>CERT. STATUS</u>	<u>SALARY STEP</u>
Citrin, Shelley	Consultant	Per Diem	9/03/20-6/30/21	N/A	N/A	\$350 per diem
DiCeglio,Michele	Early Childhood	Consultant	7/01/20-6/30/21	N/A	N/A	\$250 per diem (maximum 120 days)
Hirschfield,Louis	Consultant	Per Diem	3/04/20-6/30/20	N/A	N/A	\$600 per diem

SIGNATURE _____
District Clerk

DATE _____

06/29/2020

LAWRENCE PUBLIC SCHOOLS
SCHEDULE OF CIVIL SERVICE APPOINTMENTS

NAME	POSITION	TYPE OF APPT	EFF. DATE
*Arboleda, Oscar	Cleaner	Full-Time	07/01/2020
*Bailey, Michael	Cleaner	Full-Time	07/01/2020
*Beharry, Dave	Cleaner	Full-Time	07/01/2020
*Bowers, Larry	Cleaner	Full-Time	07/01/2020
*Brancaccio, Antonio	Cleaner	Full-Time	07/01/2020
*Chase, Christopher	Cleaner	Full-Time	07/01/2020
*Ciavolino, Luigi	Cleaner	Full-Time	07/01/2020
*Kosowski, Michael	Cleaner	Full-Time	07/01/2020
*Nolan, James	Cleaner	Full-Time	07/01/2020
*Perrella, Matthew	Cleaner	Full-Time	07/01/2020
*Pisapia, David	Cleaner	Full-Time	07/01/2020
*Salazar, Marco	Cleaner	Full-Time	07/01/2020
*Singh, Prince	Cleaner	Full-Time	07/01/2020
*Staniewicz, Edward	Cleaner	Full-Time	07/01/2020
*Stoehrer, Conrad	Cleaner	Full-Time	07/01/2020
*Tarrant, Byron	Cleaner	Full-Time	07/01/2020

*Pending Civil Service approval.

APPROVED DATE: _____

SIGNATURE: _____

DISTRICT CLERK



FEDERAL FUNDS PROCEDURAL MANUAL

LAWRENCE UFSD

June 2020

INTRODUCTION

The Federal Uniform Grant Guidance (2 CFR, Part 200), commonly known as UGG, is a set of regulations that establishes rules that apply to all federal grants, regardless of which Federal agency is providing the award. These regulations streamlined the Office of Management and Budget (OMB) Circulars into one comprehensive policy guide. UGG are regulations that establish rules that apply to all federal grants, regardless of which Federal agency is providing the award. These regulations streamlined the Office of Management and Budget (OMB) Circulars into one comprehensive policy guide.

This sample manual was initiated when it was found that many New York State school districts needed assistance in developing a UGG policy and procedures manual of their own. This version of the sample manual addresses policy, procedures and compliance issues specific to Federal Allocations for Special Education (IDEA, Section 611 and 619). Further editions and updates to this manual may address other Federal grant programs such as those issued in the Every Student Succeeds Act (ESSA) from the United States Department of Education and from other federal agencies.

Users of this sample manual must modify it for their specific district circumstances. You will find that we have tried to make it "user friendly" by prompting users to consider and insert the titles of those that are responsible for specific tasks regarding grant management, to insert and perhaps append local Board of Education policy information, customize sample procedures to reflect what actually will occur in the district through the annual life cycle of a grant and guide users to revisit the manual more than annually to make it an active document.

The ASBO New York Uniform Grant Guidance Work Group used many resources in developing this sample document including 2 CFR, Part 200, information developed by the Texas Education Agency Region 7, Wisconsin Association of School Business Officials, North Carolina Department of Public Instruction and Florida Department of Education, among others.

We hope this sample manual assists New York State school districts in creating a customized and useful document that is an asset in your compliance efforts. We the co-chairs extend our thanks to the members of the work group who gave their time and expertise to this project, often working in school business official-auditor teams. On behalf of the work group members, we thank the Association of School Business Officials of New York and Samantha O'Leary, assistant to the Assistant Superintendent for Business at Plainview-Old Bethpage Central School District who served as chief editor, for their support.

Richard Cunningham
Work Group Co-Chairperson
Assistant Superintendent for Business
Plainview-Old Bethpage Central School District

Victor Churchill, CPA
Work Group Co-Chairperson
Sickler Torchia, Allen & Churchill CPA's

Work Group Members

Ashraf Allam
Director Business Operations/Tech
Little Falls City School District

Kathryn Barrett, CPA
Director
Freed Maxxick CPAs

Julie Eurenus
Comptroller
Syracuse City School District

Otis Jones
Senior Auditor
NYSED

Heather R. Lewis, CPA
Director
Marvin & Company, P.C.

Melissa Mendolera
School Business Administrator
Elmira City School District

Leslie Spurgin, CPA
Audit Partner
Insero & Co., CPAs

Ann Vaccaro-Teich, CPA, EdD
Assistant Superintendent for Business
White Plains City School District

Deborah Cunningham, PhD
Special Advisor
ASBO New York

Andrew Van Alstyne, PhD
Director of Education and Research
ASBO New York

TABLE OF CONTENTS

<u>INTRODUCTION</u>	2
<u>TABLE OF CONTENTS</u>	3
<u>DEFINITIONS</u>	3
<u>BUDGET/ALLOWABLE USE OF FUNDS/COST PRINCIPLES</u>	6
<u>RATIONALE</u>	6
<u>POLICY</u>	6
<u>FRAMEWORK FOR ANALYZING ALLOWABLE COST</u>	6
<i>Federal cost principles</i>	7
<i>Allowable costs</i>	8
<i>Costs forbidden by federal law</i>	9
<i>Program allowability</i>	9
<i>Program specific fiscal rules</i>	10
<i>Indirect cost rate</i>	10
<i>Approved plans, budgets and special conditions</i>	11
<i>Revision of budget and program plans</i>	11
<u>TRAINING</u>	12
<u>SANCTIONS</u>	12
<u>PROCEDURES</u>	12
<u>PURCHASING</u>	16
<u>RATIONALE</u>	16
<u>POLICY</u>	16
<u>PROCUREMENT PROCEDURE</u>	16
<i>Debarment and suspension</i>	17
<i>Full and open competition</i>	18
<i>Methods of procurement</i>	19
<i>Settlement issues arising out of procurements</i>	21
<i>Protest procedures to resolve dispute</i>	22
<u>CONFLICT OF INTEREST</u>	23
<u>EMPLOYEE CONFLICT OF INTEREST</u>	23
<u>ORGANIZATIONAL CONFLICT OF INTEREST</u>	23
<u>DISCLOSING CONFLICT OF INTEREST</u>	24
<u>CASH MANAGEMENT</u>	25
<u>POLICY</u>	25
<u>ADVANCE PAYMENTS</u>	25
<u>REIMBURSEMENT AND PROGRAM INCOME</u>	25
<u>WRITTEN PROCEDURES</u>	26
<u>COMPENSATION-PERSONAL SERVICES EXPENSES AND REPORTING</u>	28
<u>COMPENSATION-PERSONAL SERVICES EXPENSES</u>	28
<u>PROCEDURES</u>	28
<u>EQUIPMENT AND SAFEGUARDING ASSETS</u>	31
<u>RATIONALE</u>	31
<u>POLICY</u>	31
<u>PROCEDURES</u>	31

INVENTORY	31
DISPOSAL	32
LOST OR STOLEN ITEMS	33
RECORDS RETENTION	34
RATIONALE	34
PROCEDURES	34
SUBRECIPIENT MONITORING AND MANAGEMENT	35
RATIONALE	35
POLICY	35
APP 1. IMPORTANT SECTIONS OF THE FEDERAL REGISTER RULES & REGULATIONS	i
APP 2. GRANT SPECIFIC PROGRAMMATIC & FISCAL REQUIREMENTS BY PROGRAM	xvii
APP 3. CONFLICT OF INTEREST AND DISCLOSURE FORM	xi
APP 4. TIME AND EFFORT FORMS	xi

DEFINITIONS

BUDGET/ALLOWABLE USE OF FUNDS/COST PRINCIPLES

- **Advance payment:** means a payment that a Federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes.
- **Allowable cost:** A cost that complies with all legal requirements that apply to a particular Federal education program including statutes, regulations, guidance, applications and approved grant awards.
- **Education Department General Administrative Regulations (EDGAR):** A compilation of regulations that apply to Federal education programs. These regulations contain important rules governing the administration of Federal education programs, and include rules affecting the allowable use of Federal funds (including rules regarding allowable costs, the period of availability of Federal awards, documentation requirements, and grants management requirements). EDGAR is accessible at <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
- **Omni Circular or 2CFR 200:** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Federal cost principles that provide standards for determining whether costs may be charged to Federal grants. EDGAR requires all grantees and subgrantees to follow the cost principles set out in 2 CFR 200s at the following: <http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.200&rgn=div5>. The Omni Circular, 2CFR 200, and Uniform Grant Guidance are all referring to the same document.

PURCHASING

- **Aggregate** refers to the aggregate amount to be expended during a 12-month period.
- **Purchase Order (PO)** is a document issued by the School District that authorizes a purchase transaction. The PO sets forth the descriptions, quantities, prices, discounts, date and other terms and conditions.

- **Requisition** is the initial purchase request that an employee enters into the District financial accounting software. Once the requisition has moved forward through the approval process it is printed out or emailed as a purchase order and the order is processed.
- **Simplified Acquisition Threshold (SAT)** is the abbreviation for the Federal guideline for Simplified Acquisition Threshold which is \$150,000.

CASH MANAGEMENT

- **Advance payment:** means a payment that a Federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes.

COMPENSATION-PERSONAL SERVICES EXPENSES AND REPORTING

- **Cost Objective:** A particular grant award or other category of costs used to track specific cost information (e.g. earmarks or set-asides that require the District to track expenditure information to ensure it spends a specific amount for a specific purpose).
- **Employee Compensation:** All amounts paid or accrued to an employee for services rendered during the award period. Compensation includes salaries, fringe benefits, stipends, bonuses and payments made under supplemental contracts. The District may require specific groups of employees to complete time sheets as verification of services rendered during an award period.
- **Multiple Cost Objectives Employees:** Employees who work on multiple cost objectives such as:
 - More than one Federal award;
 - A Federal award and a non-Federal award;
 - More than one activity within a Federal award that is separately tracked by the District (such as set-asides, earmarks or match/in-kind contributions).
- **Single Cost Objective Employees:** Employees who work exclusively on one cost objective.

CAPITAL ASSETS

- **Capitalization policy is used by a District to set a threshold, above which qualifying** expenditures are recorded as fixed assets, and below which they are charged to expense as incurred. The policy is typically set by District administration or the board of education. The capitalization policy also governs whether certain expenditures are accounted for as separate assets, or as part of a larger asset.
- **Computing Devices** are machines used to acquire, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. Information technology systems are computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources.
- **Equipment** is tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. High-

risk equipment of less than \$5,000 should also be safeguarded and tracked along with an inventory done every two years.

- **High-Risk Assets** are those items identified by the District as easily portable, desirable for personal use or easily marketable.. Currently computers, iPad, multi-media and audio assisted equipment, and other portable technology are considered theft-sensitive and high-risk.
- **Purchase Order (PO)** is a document issued by the School District that authorizes a purchase transaction. The PO sets forth the descriptions, quantities, prices, discounts, date and other terms and conditions.
- **Safeguarding** is defined as providing a reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the District assets that could have a material effect on the financial statements.

RECORDS RETENTION

- **Permanent Retention Period** means the records should be retained and never destroyed.
- **Records** is defined as information contained in records regardless of its physical form (paper, microfilm, computer disk or tape, or other medium).
- **Retention Period** represents the period of time a document should be kept or “retained”. New York State School Districts should consult Records Retention Schedule ED-1.

SUBRECIPIENT MONITORING AND MANAGEMENT

- **Contract:** A legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in Part 2 CFR does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- **Contractor:** An entity that receives a contract, i.e. a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.
- **Pass-through Entity (PTE):** A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- **Subaward:** An award provided by a PTE to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the PTE considers a contract.
- **Subrecipient:** A non-Federal entity that receives a subaward from a PTE to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

BUDGET/ALLOWABLE USE OF FUNDS/COST PRINCIPLES

RATIONALE

Developing grant budgets must be based on the proposed activities planned and described in the grant application to ensure the intent of the federal program is maintained. Budgeted expenditures must conform to that intent and be allowable under the Omni Circular (2CFR 200) as well as Education Department General Administrative Regulations (EDGAR), described under “Definitions.”

In compliance with 2CFR §200.302(b)(7) and EDGAR, procedures outlined in this section will enable management and staff to ensure the District is in compliance with the allowability requirements under the terms and conditions of the grant as well as the 2 CFR 200, Subpart E and EDGAR.

POLICY

FRAMEWORK FOR ANALYZING ALLOWABLE COSTS

To determine whether a cost is allowable under the program, staff must become familiar with the requirements under 2 CFR 200, Subpart E and EDGAR, as well as objectives of each grant.

Generally, when analyzing whether a particular cost is permissible, it is useful to perform the following analysis:

- Is the cost specifically included in the District’s approved grant budget?
- Is the cost forbidden by Federal laws such as 2 CFR 200, Subpart E or EDGAR? (see below for examples)
- Is the cost permissible under the relevant Federal program?
- Is the cost consistent with the Federal cost principles in 2 CFR 200s?
- Is the cost consistent with program specific fiscal rules?
- Is the cost consistent with an approved program plan and budget, as well as any special conditions imposed on the grant?

While there are other important considerations District staff must take into account when analyzing whether a specific proposed cost is permissible, the above questions can provide a useful framework for the analysis.

FEDERAL COST PRINCIPLES

The Omni-Circular defines the parameters for the permissible uses of Federal funds. While there are many requirements contained in it, it includes core principles that serve as an important guide for effective grants management. These core principles require all costs to be:

- **Necessary** for the proper and efficient performance or administration of the program.
- **Reasonable.** In other words, it should be clear to an outside observer why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program and that sound business practices were followed and purchases were comparable to current market prices.

- **Allocable** to the Federal program that paid for the cost. Under 2 CFR §200.405, this means that a program must benefit in proportion to the amount charged to the Federal program—for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. This also means that recipients need to be able to track items or services purchased with Federal funds so they can prove they were used for Federal program purposes.
- **Authorized** under state and local rules. This means all actions carried out with Federal funds must be authorized and not prohibited by state and local laws and policies.
- **Adequately documented.** A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spend over the lifecycle of the grant.
- **Consistent with policies and procedures.** The same policies and procedures should apply uniformly to both federally-financed and other activities of the District. For example, personnel whose travel is paid with Federal funds is reimbursed at the same rates as personnel whose travel is paid with state or local funds, and the grant is charged accordingly.
- **Not included as a match or cost-share.** An element of cost should not be included as a match or cost-share of another federal program, unless the specific Federal program authorizes Federal costs to be treated as such. Some Federal program statutes require the grantee to contribute a certain amount of non-federal resources to be eligible for the Federal program.
- **Net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges, such as credits. To the extent that such credits accruing to or received by the District relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

The Omni-Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with Federal funds.

ALLOWABLE COSTS

Costs that may be Allowable under 2 CFR 200, Subpart E Under Specific Conditions:

<u>FS-10 Budget Item</u>	<u>Citation</u>
Professional and support salaries	§200.430
Purchased services	2 CFR Appendix II Contract provisions
Supplies and materials	§200.453
Travel expenses	§200.474
Employee benefits	§200.431
Equipment	§200.439

Budget Items for Other Grants

Advisory Councils	§200.422
-------------------	----------

Audit costs and related services	\$200.425
Bonding costs	\$200.427
Conferences	\$200.432
Depreciation	\$200.436
Employee health and welfare costs	\$200.437
Insurance and indemnification	\$200.447
Maintenance, operations, and repairs	\$200.452
Memberships and subscriptions	\$200.454
Professional service costs	\$200.459
Proposal costs	\$200.460
Publication and printing costs	\$200.461
Rental costs of building and equipment	\$200.465
Training costs	\$200.472

COSTS FORBIDDEN BY FEDERAL LAW

2 CFR 200, Subpart E identifies certain costs that may never be paid with Federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with Federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. There are other important restrictions that apply to Federal funds, such as those detailed in 2 CFR 200s; thus, this list is not exhaustive.

UNALLOWABLE COSTS UNDER 2 CFR 200, Subpart E

- Advertising and public relations costs (with limited exceptions), are prohibited; includes promotional items and memorabilia, including models, gifts, and souvenirs
- Alcoholic beverages
- Bad debts
- Contingency provisions (with limited exceptions)
- Fundraising and investment management costs (with limited exceptions)
- Donations
- Contributions
- Entertainment (amusement, diversion, and social activities and any associated costs)
- Fines and penalties
- General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs))
- Goods or services for personal use
- Interest, unless specifically stated in §200.441 as allowable

UNALLOWABLE COSTS UNDER EDGAR (PART 76)

- The use of funds for religion
- The acquisition of real property (unless specifically permitted by programmatic statute or regulations which is very rare in Federal education programs)
- The use of funds for construction (unless specifically permitted by programmatic statute or regulations which is very rare in Federal education programs)
- Charging tuition or fees collected from students toward meeting matching, cost sharing, or maintenance of effort requirements of a program

PROGRAM ALLOWABILITY

Any cost paid with Federal education funds must be permissible under the Federal program that would support the cost.

Many Federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

Costs must be consistent with the purposes of the program in order to be allowable.

PROGRAM SPECIFIC FISCAL RULES

All Federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc. have an important impact when analyzing whether a particular cost is permissible.

Many state administered programs require LEAs to use Federal program funds to supplement the amount of state, local (and in some cases other Federal) funds they spend on education costs, and not to supplant – or replace – those funds. Generally, the “supplement, not supplant” provision means that Federal funds must be used to supplement the level of funds from non-Federal sources by providing additional services, staff, programs, or materials. In other words, Federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and in some cases with other Federal funds).

Auditors generally presume supplanting has occurred in three situations:

- District uses Federal funds to provide services that the District is required to make available under other Federal, state, or local laws.
- District uses Federal funds to provide services that the District provided with state or local funds in the prior year.
- District uses Title I, Part A or Migrant Education Program funds to provide the same services to Title I or Migrant students that the District provides with state or local funds to nonparticipating students.

These presumptions apply differently in different Federal programs, and also in school wide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

INDIRECT COST RATE

The New York State Education Department (NYSED) calculates the restricted and unrestricted cost rates for all School Districts within the State of New York. NYSED issues a memo annually to the District stating the restricted and unrestricted costs rates to be used by the District, the period of time the rates are to be used for, and the types of programs/grants that the rates are to be used for.

Applying the Indirect Cost Rate

The Indirect Cost Rate percentage is multiplied against the actual direct costs (excluding distorting items such as equipment, contracts in excess of \$25,000, pass—through funds, etc.) incurred under a particular grant to produce the dollar amount of indirect costs allowable to that award (34 CFR §75.564; 34 CFR §76.569). Once the District applies the approved rate, the funds that may be claimed for indirect costs have no Federal accountability and may be used as if they were non-federal funds. For Direct Grants, reimbursement of indirect costs is subject to the availability of funds and statutory or administrative restrictions (34 CFR §75.564).

APPROVED PLANS, BUDGETS AND SPECIAL CONDITIONS

As required by Omni Circular, all costs must be consistent with approved program plans and budgets. This includes the District's Consolidated Application to the NYSED Department of Public Instruction and school-level plans such as school wide plans.

Costs must also be consistent with all terms and conditions of Federal awards, including any special conditions imposed on the District's grants.

REVISION OF BUDGET AND PROGRAM PLANS

The budget plan is the financial expression of the project or program as approved during the federal grant application process. It shall be related to performance for program evaluation purposes whenever appropriate.

During the year, funding strategies may change for a variety of reasons. If an allowable cost is not in the original budget, a budget amendment must be submitted prior to the submission of the grant claim.

Approval shall be obtained whenever any of the following changes are anticipated under a non-construction award:

- Revision which would result in the need for additional funding.
- Cumulative transfers among direct cost categories, or among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget.

Districts are required to report deviations from budget and program plans, and request prior approvals for budget and program plan revisions to the New York State Education Department (NYSED), in accordance with this section.

Districts shall request prior approvals from NYSED for one or more of the following program or budget related reasons:

- Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
- Change in a key person specified in the application or award document.
- The need for additional District funding.
- The transfer of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa, if approval is required by NYSED.
- The inclusion of costs that require prior approval in accordance with the Omni-Circular.
- The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
- Unless described in the application and funded in the approved awards, transfer, or contracting out of any work under an award. This provision does not apply to the purchase of supplies, material, equipment or general support services.

When requesting approval for budget and program plan revisions, Districts shall use NYSED provided grant modules that were used in the application process. District personnel should be aware of NYSED imposed time frames and other restrictions (if any) for budget revisions.

TRAINING

The District will provide training on the allowable use of federal funds to all staff involved in federal programs through activities such as:

- Distributing federal guidance documents;
- Distributing District policies and procedures;
- Developing templates, checklists and other guidance documents as appropriate;
- Internal training sessions;
- Routine staff meetings; and
- Informal technical assistance.

Districts will promote coordination between all staff involved in federal programs through activities such as:

- Routine staff meetings;
- Joint training sessions;
- Policies and procedures that address all aspects of Federal grants management;
- Sharing information that has cross-cutting impact such as single audits, monitoring reports, letters from oversight entities, etc.

SANCTIONS

Any District employee who violates this Procedure will be subject to appropriate discipline as reflected by comments to be placed in their personnel file.

PROCEDURES

Before Developing the Grant Budget and Submitting the Application: The grant budget must be based on the proposed activities planned and described in the grant application. Prior to developing the budget, the program manager must know the intent of the federal program and the activities that are allowable to be conducted with grant funds. For the purposes of this section, the program manager may be the Director of Student Services, Director of Pupil-Personnel Services, Title I Coordinator or any individual specifically designated by the Superintendent to manage a grant program. The program manager must coordinate with other District staff as appropriate to conduct the appropriate needs analysis using the appropriate data to determine the goals and objectives for the program and the activities that will be implemented to accomplish the goals and objectives. Once the goals, objectives, strategies, and activities are outlined, then the budget to carry out the identified strategies and activities should be developed.

Prior to completing the application, the program manager develops a detailed budget in a document (such as in an Excel spreadsheet) separate from the application, although it is advisable to use the FS-10 Budget Form as a template to make the submission process more efficient. The program manager coordinates with the District's Business Official in preparing the budget to ensure budgeted items are categorized according to the proper account codes. This detailed budget, which serves as the guide for expenditures and becomes part of the "working papers" maintained by the program manager, is used to complete the application. In most instances, particularly for formula grants, the budget entered into the grant application will not be as detailed. The detailed budget is to be modified or revised as necessary to

accommodate changes, which may result in an amendment to the application prior to incurring certain expenditures.

In addition, the program manager will work with stakeholder advisory groups to develop needs assessments before grant activities are budgeted. Collaboration with other District programs and any private schools attended by district students, for some grant funds, is a part of this process so that there is efficient use of resources.

Reviewing and Approving the Budget Prior to Submitting the Application Prior to submitting the grant application, the budget is reviewed by the program manager and the Business Official. Once they have verified that planned expenditures are properly coded and the total grant amount is correct, the grant is submitted by the Superintendent.

At least two weeks prior to the grant due date the program manager and Business Official review the items in the proposed budget to ensure budgeted items are listed in the correct account codes according to grant guidance and the District's classification chart and to ensure the items are allowable. The budget is also reviewed to ensure that any costs requiring specific or prior approval are specifically identified and listed. If the program manager or Business Official determines that a cost is not allowable, then a change is made to either reduce the grant amount or re-direct the unallowable cost to an allowable cost before submission by the Superintendent.

If a specific item of cost is determined to be unallowable the program manager would inform the Business Official and remove the cost from the application and/or budget. If the expense has already occurred and then determined to be unallowable, the Business Official would make a journal entry removing that expense from the budget and reclassifying it to a more appropriate location.

Once the program manager determines that all budgeted items are allowable and are budgeted in the proper account codes, the budget is sent to the Business Official. Generally, the budget receives final approval one week prior to the submission of the grant.

Negotiating the Submitted Application

Once the grant application is submitted to the awarding agency, the designated program contact, usually the program manager assigned to the grant program, is available via phone and/or e-mail in the event that the awarding agency needs to contact the District to negotiate the application or to ask questions or seek clarification related to the proposed program and/or budget. The assigned program manager will seek guidance, if needed, from appropriate District personnel and will respond to any inquiries from the awarding agency as soon as possible but no later than three days. A delay in contacting the awarding agency delays final approval of the grant application, which delays grant program implementation and providing services to intended beneficiaries of the grant.

After Receiving the Approved Application

Within a short time of receiving the approved application from the awarding agency, a complete copy of the application will be provided to the responsible program manager by the Business Office Secretary.

If the grant application is approved as submitted, Business Official takes the necessary steps (detailed below) to enter the detailed budget into the budget system. If the award is for a different amount, the program manager will adjust the detailed budget to reflect the change and then coordinate the budget changes with the Business Official.

All grant budgets are entered into the accounts of the District in the general ledger as approved in the application. Once entered, the Business Official approves the budget, and the budget is ready for activity.

In addition, the following steps are taken to ensure the District is prepared to implement the grant on the beginning date of the grant to maximize the effectiveness of the grants.

Staff hired to work at the District are expected to be highly qualified and well prepared for the position. Program managers manage their programs and budgets according to all Federal, state and local rules. Staff is trained on local policies and procedures in order to ensure timely and effective grant implementation. The Business Official or the Superintendent must approve all grant-related expenditures.

Program managers review their budgets at least monthly to determine if the program expenditures are being effectively managed. Both program implementation and budgets are reviewed at that time. Program managers review their budgets quarterly with the Business Official and curriculum leaders to ensure program and budget implementation is aligned with current District needs and initiatives.

As program managers review their budgets and determine changes are needed, they will work with the Business Official to request budget changes and/or amendments to the grant or contract. The Superintendent, Business Official, and program manager will determine if budget changes need to occur. If there are changes to the budget, the program manager will submit the budget changes for the Superintendent's approval.

Program managers will complete any program or compliance reports required by the awarding agency. If the report is due the authorized official must submit. Program managers will coordinate with the District's authorized officials prior to the submission date to ensure all deadlines are met.

Amending the Application

The District consults and complies with the guidelines and procedures provided by the awarding agency as it pertains to when and how to submit an amendment to an approved application. Procedures are in place to ensure the District does not exceed any maximum allowable variation in the budget.

Monitoring and Amending the Budget and Program Description: Each federal program manager monitors their budgets monthly. Each month the federal program manager reviews the expenses to ensure that all funds will be expended in the allowable time frame. Any budget change requests are submitted and approved by the Business Official or Superintendent. If the expenditures or program changes needed require an amendment the Federal program manager completes the amendment and submits the budget changes to the Superintendent for submission. Each awarding agency, and/or fund, has a different process for amending the program and budget. The program manager is responsible for understanding the requirements and submitting amendments in the appropriate manner. Program managers review each budget and make determinations regarding the expenses. They discuss both budget and program performance to ensure all funds are spent in an allowable manner that is approved in the application by the awarding agency.

Changes to payroll are requested by the Payroll department monthly and are due by the 15th of each month. Changes to payroll are submitted through the Business Official and are effective based on the new payroll date. If this creates a change in how an employee conducts time and effort the employee and their supervisor will be notified of the change and the effective date. The program manager then updates the employee's job description to match.

Attachments to Procedure:

- Important Sections of the Federal Register Rules and Regulations-Omni-Circular
- Refer to the following link providing NYSED Instructions for IDEA Part B Section 611 and 619 Grant Application and Budget Documents:
<http://www.p12.nysed.gov/specialed/finance/2019-20-idea-application-instruction-memo.html>

Legal References:

Education Department General Administrative Regulations
Federal Education Program Statutes
General Education Provisions Act
Omni-Circular

PURCHASING**RATIONALE**

The purpose of a purchasing procedure is to ensure that the Lawrence UFSD funds are appropriately spent in the most cost-effective manner and that the purchase has been approved by the required administrative hierarchy. The procedure will also assist District employees in understanding the purchasing process.

POLICY

(Insert District's Purchasing Policy & Regulations #'s)

Finance Manager is the financial accounting software that the **Lawrence UFSD** uses for all business accounting.

The **Lawrence UFSD** policies for Purchasing and Regulations, Purchasing Authority, Contracting for Professional Services and Authorized Signatures, supersedes the procurement methods identified as per §200.381(a) of federal law.

NOTE: LEA must check their Board of Education Policies against §200.321 Methods of Procurement.

PROCUREMENT PROCEDURE

Please reference your district's procedure and update accordingly. The following is a sample procedure:

- Annually the District evaluates its purchases to determine what supplies, materials, services, public work contracts will exceed in the aggregate the required threshold per General Municipal Law of \$20,000 for purchase/service contracts and \$35,000 for public work contracts.
- Based on this analysis the appropriate Bids and Request for Proposals are developed and issued.
- Purchases will be made from the lowest and best bid submitted, based upon the lowest responsible dollar offeror.
- Request for Proposals will be evaluated and awarded based on weighting criteria developed, as part of the specifications.
- The District will provide justification and documentation of any contract awarded to an offeror other than the lowest responsible dollar offeror. The justification and documentation will set forth the reasons why such award is in the best interest of the district and otherwise furthers the purposes of Section 104-B of the General Municipal Law.

- Inferior service or product is cause for the removal of a vendor's name from the bidder's list.
- Bids or Request for Proposals will not be required for purchases made from:
 - o County, state or federal contracts
 - o Contract of another political subdivision
 - o Sole Source items
 - o Professional services that require special skill, expertise or training, refer to Policy **[insert District policy]**
 - o Articles manufactured in a state correctional facility
 - o From agencies for the blind and severely disabled
 - o From national cooperative contracts in accordance with applicable law
- Purchases not required to have a Bid or Request for Proposal issued, must adhere to the following:
 - o Purchase contracts from **[consult District policy]** and public work contracts from **[consult District policy]**, require 3 written quotes, attached to the requisition.
- Requisitioners create electronic requisitions within Finance Manager
- All requisitions are electronically approved by the appropriate administrator.
- The requisition then moves forward to the Purchasing Agent, for final approval confirming that the purchase is compliant with the District's Purchasing Policy and Regulations.
 - o Proper documentation must accompany the requisition and be uploaded into the requisition module, Finance Manager.
- The purchase order is then printed and/or electronically mailed/emailed to the vendor and processed by the business office.
- Blanket purchase orders for goods or services are valid only for the time period and amount indicated on the purchase order. Examples of blanket POs include paper purchased from school supplies vendor throughout the year. Extension of the commitment beyond that time and/or amount shall be increased using increase/decrease purchase order forms. **Any increase of \$5,000.00 or more must be confirmed by a new purchase order.** Blanket POs must go through the same approval process as regular POs.
- An employee will not be reimbursed unless a PO has been processed prior to the actual purchase and has submitted a paid receipt.
- District credit cards are issued on a limited basis. Purchases made with a District credit card must have a PO processed prior to use. Approval of purchases made with a District credit card shall follow the above listed procedures.
- When the product or services are received, the receiver checks off the items received on the packing slip and signs the receiving copy of the PO. The packing slip is then attached to the PO and forwarded to the accounts payable department. When accounts payable receives the bill, accounts payable matches the documents to the PO to ensure the District is only paying for items/services that were received.
- In accordance with Internal Claims Auditor Policy **[insert policy #]**, the claims auditor is responsible for formally examining, allowing or rejecting all accounts, charges, claims or demands against the school district.
- The Internal Claims Auditor provides the school board with the internal claims audit report, along with the District's corrective action plan.
- All documents and records retained by the District are in accordance with the New York State ED-1 schedule.
- The Business Office maintains on the District's website, and distributes to all purchasers, a comprehensive purchasing procedure manual.

- The Purchasing Agent conducts monthly purchasing and policy meetings to offer professional development to all staff on compliance to procurement procedures and policies.

DEBARMENT AND SUSPENSION

Non-Federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred, or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.

All non-procurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 CFR section 180.215.

This verification may be accomplished by:

- Checking the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). EPLS is no longer a separate system; however, the OMB guidance and agency implementing regulations still refer to it as EPLS and is available at <https://www.sam.gov/portal/public/SAM/>; or,
- Collecting a certification from the entity; or,
- Adding a clause or condition to the covered transaction with that entity.

The subrecipient cannot make a contract to parties listed on the EPLS through the System for Award Management (SAM). SAM contains the list of names of parties debarred, suspended, or otherwise excluded by federal agencies.

Please reference your district’s procedure and update accordingly

The Purchasing Agent is charged with the responsibility of monitoring and ensuring compliance with the suspension and debarment procedures and documenting that contracts over \$25,000.000 have been verified on the System for Award Management (SAM) site:

- Responsible Contractors/vendors will sign and notarize the District’s certification form that is an addendum to our contract or part of our BID/RFP.
- The Administrator of the grant will be responsible for checking the site for verification.
- The certification form must be signed and notarized prior to any purchase and attached as supporting documentation to the purchase order.
- A copy of the form must be retained.

This process will be done for all new vendors and existing vendors will be checked annually. Documentation should be maintained in the applicable vendor file.

WRITTEN PROCEDURES

Full and Open Competition

§ 200.319 Full and Open Competition

All procurement transactions must be conducted in a manner providing full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitation for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms, in order for them to qualify to do business.
- Requiring unnecessary experience and excessive bonding.

- Noncompetitive pricing practices between firms or affiliated companies.
- Noncompetitive contracts to consultants that are on retainer contracts.
- Organizational conflicts of interest.
- Specifying only a “brand name” instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
- Any arbitrary action in the procurement process.

To ensure adequate competition:

- **Geographical preferences** are prohibited. The District must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Geographic location may be a selection criterion provided its applications leaves an appropriate number of qualified vendors given the nature and size of the project to compete for the contract.
- **Prequalified lists** of person, firms or products which are used in acquiring goods and services must be current and included enough qualified sources to ensure maximum open competition. The District must not preclude potential bidders from qualifying during the solicitation period.
- **Solicitation language** must incorporate clear and accurate descriptions of the technical requirements for the material, product, or service to be procured. The description must not contain features that will restrict competition. The description may include a statement of qualitative nature of the material, product or service to be procured and must set forth minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. A “brand name or equivalent” description may be used, as a means to define the performance or other salient requirements of procurement, when it is impractical or uneconomical to make a clear and accurate description of the technical requirements. The specific features of the named brand which must be met by offerors must be clearly stated. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Methods of Procurement

§ 200.320 Methods of Procurement

NOTE: Local thresholds apply if more stringent.

Please refer to Purchasing Policy and Regulations, Purchasing Authority, Contracting for Professional Services and Authorized Signatures for guidance. **(insert applicable policy #'s).**

The following five methods are acceptable methods of procurement per the uniform grant guidance:

- Micro-purchases** of supplies and services for similar like purchases in the aggregate of \$3,000 or less (\$2,000 for purchases subject to Davis-Bacon) do NOT require quotes to be received and effort should be made to distribute evenly these purchases to qualified suppliers.
- Small purchases** of supplies or other property and services in excess of the yearly aggregate of \$3,000 and do not exceed the yearly aggregate of \$150,000 do require quotes but NO pricing analysis. If used, price or rate quotations must be obtained from an adequate number of qualified sources. The yearly aggregate threshold of \$150,000 is inflation adjusted periodically and could change in the future.
- Sealed bids** are required for purchases for similar like items in excess of the aggregate of \$150,000. Firm fixed price is awarded and must include at least two responsible

bidders. Bids will be opened publicly, and award is usually to lowest bidder (based on fixed price). Sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest price. If the District chooses a bid that was not the lowest, the District documents its selection as described in its procurement procedures (paragraph 4).

D. **Competitive proposals** used for projects over the yearly aggregate of \$150,000 and may be fixed price or cost reimbursement

1) This method is typical for architectural/engineering professional services and price is not used. Instead contract is awarded to most qualified competitor with compensation subject to negotiation.

2) Section 200.320(d) Specific requirements for competitive proposals are as follows:

- o Requests for Proposals must be publicized and identify evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- o Proposals must be solicited from an adequate number of qualified sources;
- o The non-federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- o Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

E. **Noncompetitive proposals** (sole source) is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- 1) Item is only available from a single source;
- 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- 3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- 4) After solicitation of a number of sources, competition is determined inadequate. Follow Appendix II to Part 200 which has specific information for Equal Employment Opportunity, Davis Bacon Act, contract work hours, safety standards, and debarment and suspension.

§ 200.321 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus area firms

The District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor area surplus firms are used when possible.

Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitations lists and assuring they are solicited whenever they are potential sources.
- Divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- Using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the Department of Commerce

- Requiring the prime contractor, if subcontracts are to be let, to take affirmative steps listed above.

The District will also procure recovered materials and comply with section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

§ 200.322 Procurement of Recovered Materials

Procurement of recovered materials must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The District will procure only items designated in guidelines of the EPA that contain the highest % of recovered materials practicable and where the purchase price of the items exceeds \$10,000.00 or the value of what was purchased the previous year exceeded \$10,000.00.

§ 200.323 Contract Cost and Price Analysis

The District must perform a cost or price analysis with every procurement action more than the SAT \$150,000, or lower state or local threshold, refer to District Policy, including contract modifications. Before receiving bids or proposals, an independent estimate must be made by the District. In all cases where a cost analysis is performed, the District must negotiate profit as a separate element of the price for each contract in which there is no price competition. Costs or prices based on estimated costs for contracts are allowable only when costs incurred, or cost estimates are included in negotiated prices. The cost plus % of cost and % of construction cost methods **MUST NOT** be used. The method and degree of analysis is dependent on the facts surrounding the procurement situation and documentation should be maintained in procurement files.

To establish a fair and reasonable profit, consideration must be given to:

- Complexity of work to be performed
- Risk borne by the Contractor and the Contractor's investment
- Amount of subcontracting
- Quality of its record of past performance
- Industry profit rates for similar work in geographical area

§200.324 Federal Awarding Agency or Passthrough Agency Review

The District must make available, upon request to the federal awarding agency or pass-through entity, technical specifications on proposed procurement where the federal awarding agency or passthrough entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review will generally take place prior to the time the specification is incorporated into a solicitation document. However, they may request to review the specifications after the solicitation has been developed. The District must also make available upon request all procurement documents during the procurement review.

§ 200.325 Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the SAT, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-federal entity provided that the federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such determinations have not been made the minimum requirements must be as follows:

- Bid guarantee (Bid Bonds) equivalent to 5% of the bid price
- Performance bond for 100% of the contract price
- Payment bond for 100% of the contract price

§ 200.326 Contract Provisions

The District's contracts must contain the applicable provisions described in Appendix II to Part 200 - Contract provisions for Non-Federal Entity Contracts Under Federal Awards.

All contracts made under federal awards must contain provisions covering the following as applicable:

- Contracts for more than the SAT (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate
- All contracts more than \$10,000 must address termination for cause and convenience including the manner by which it will be affected and the basis for settlement
- Equal Employment Opportunity
- Davis Bacon Act
- Contract Work Hours and Safety Standards
- Right to Inventions Made Under a Contract or Agreement
- Clean Air Act
- Debarment and Suspension
- Byrd- Anti Lobbying Amendment
- Procurement of Recovered Materials

SETTLEMENT OF ISSUES ARISING OUT OF PROCUREMENTS

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

PROTEST PROCEDURES TO RESOLVE DISPUTE

The District maintains protest procedures to handle and resolve disputes relating to procurements and in all instances, discloses information regarding the protest to the awarding agency. Purchasing Agent is responsible for evaluation and award of the contract. The Purchasing Agent is responsible for completing protest procedures in accordance with state and local law. The position and/or office that reviews the protest should be different than the one that awarded the contract.

Protest procedures should include:

- How potential vendors receive notice of ability to protest;
- What position/office receives the protest;
- What position/office reviews the protest;
- Whether a report of the review is provided to the complainant, and;
- Timeframes for both making the protest and reviewing the protest.

Applicable Federal laws include:

- §200.318 General procurement standards
- §200.319 Competition
- §200.320 Methods of procurement to be followed
- §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
- §200.322 Procurement of recovered materials
- §200.323 Contract cost and price
- §200.325 Bonding requirements
- §200.326 Contract provisions

CONFLICT OF INTEREST

§ 200.318(c) General Procurement Standards

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest.

In accordance with the Omni Circular implementation the following conflict of interest policies must be followed by all districts.

EMPLOYEE CONFLICT OF INTEREST

Code of Ethics and Conflict of Interest (insert policy numbers)

The Omni Circular includes the following provisions and must be addressed in school district policy:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the School District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the School District may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees or agents of the School District.

Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. In accordance with the District's Policy Lawrence UFSD maintains written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of these policies may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

ORGANIZATIONAL CONFLICT OF INTEREST

Code of Ethics and Conflict of Interest (insert policy numbers)

Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the School District is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization (non-profit organizations).

The Lawrence UFSD has adopted Code of Ethics and Conflict of Interest policies (insert District's policy), setting forth the standards of conduct required of all Board members, district officers and employees under the provisions of the General Municipal Law. In accordance with policy, no Board member, officer or employee shall have an "interest" (i.e., receive a direct or indirect benefit as the result of a contract with the district) in:

- a firm, partnership or association in which he/she is a member or employee;
- a corporation in which he/she is an officer, director or employee;

- a corporation in which he/she, directly or indirectly, owns or controls 5% or more of the stock;
- a contract between the district and his/her spouse, minor child or dependents, except for employment contract between the school district, a spouse, minor child or dependent of a Board member authorized by §800(3) of the General Municipal Law or §3016 of the Education Law.

In addition to the above, a Board member, officer or employee may be involved as a volunteer, officer or employee in a charitable organization which has a relationship with the district. If a Board member is a board member, officer or employee of the charitable organization the Board member must disclose such relationship in writing to the district, and the Board member must recuse himself or herself from any discussions or votes relating to the charitable organization which may come before the Board. When participating in the activities of the charitable organization, the Board member, officer or employee shall not disclose any confidential information learned in the course of his or her official duties or use such information to further personal interests. Additionally, the Board member, officer or employee shall not make representations on behalf of the district unless specifically authorized to do so by the Board.

DISCLOSING CONFLICT OF INTEREST

Code of Ethics and Conflict of Interest (insert District's numbers)

The School District must disclose in writing any potential conflict of interest to NYSED in accordance with applicable Federal awarding agency policy.

In accordance with the policies, any Board member, officer or employee of the Lawrence UFSD whether paid or unpaid, must publicly disclose the nature and extent of any interest they or their spouse have, will have or later acquire in any actual or proposed contract, purchase agreement, lease agreement or other agreement involving the school district (including oral agreements), to the governing body and his/her immediate supervisor (where applicable) even if it is not a prohibited interest under applicable law. Such disclosure must be in writing and made part of the official record of the school district. Disclosure is not required in the case of an interest that is exempted under Section 803(2) of the General Municipal Law. The term "interest" means a pecuniary or material benefit accruing to an officer or employee.

The Board of Education for the Lawrence UFSD affirms its commitment to adhere scrupulously to all applicable provisions of law regarding material conflicts of interest. Knowing or willful violation of the District's policies (insert District's policy) by any employee may result in disciplinary action up to and including dismissal. Any officer, employee or member of the public noting or suspecting a violation of these policies is encouraged to bring the matter, either in confidence or in public, to the Board of Education or the Superintendent of Schools.

CONFLICT OF INTEREST PROCEDURE

Annually, the District Human Resources Department will provide all employees with the Code of Ethics and Conflict of Interest Policies through the (insert system, i.e. Global Compliance Network (GCN) or administrative position), which they will be required to confirm that they have read and understand the District's policies, as well as requiring all Board of Education Members and employees involved with the purchasing process, complete and file the attached "Conflict of Interest and Disclosure Form" (See Appendix C) with the Human Resources Office. Any discrepancies will be shared with the Board President, who will then communicate to the entire Board by October 31.

CASH MANAGEMENT

POLICY

The District must minimize the time elapsing between the transfer of funds from NYSED and the disbursement by the District whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. Two methods are provided in federal regulations: advance payment and reimbursements. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

ADVANCE PAYMENTS

If the District receives payment in advance it must maintain or demonstrate the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by non-Federal entity, and financial management systems that meet the standards for fund control and accountability.

Advance payment Procedure

Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act. Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

Advance payments of Federal funds:

- Must be deposited and maintained in insured accounts whenever possible
- Must be maintained in interest-bearing accounts, unless the following apply:
 - o The District receives less than \$120,000 in Federal awards per year.
 - o The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - o Interest earned amounts up to \$500 per year may be retained by the District for administrative expense. If the District earns any additional interest on Federal advance payments deposited in interest-bearing accounts, contact NYSED or follow procedures stated in §200.305(9).
 - o The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

REIMBURSEMENT

Reimbursement is the preferred method of payment when the District is unable to minimize the time elapsing between the transfer of funds and disbursement

PROGRAM INCOME

Program income means gross income earned by the District that is directly generated by a supported activity or earned as a result of the federal award during the grant's period of performance. Program income must be used in accordance with the provisions of §200.307(e).

WRITTEN PROCEDURES

WRITTEN PROCEDURE

Payment §200.302(b)(6) Written procedures to implement the requirements of §200.305 Payment.

RECEIVING FUNDS

A. Cash/Check Received

- The individual (teacher, secretary, etc.) turning in cash/checks records a list of payees and amounts (use of a standard form is encouraged, i.e. class list with checkbox for each student receipt) or a receipt to turn in with the funds that they are depositing with the school (financial) secretary.
- The school secretary reconciles the amount, letting the depositor know of any discrepancies and receipts all deposits (cash and checks.) A copy of each deposit is forwarded to the business office.
- The school secretary signs over custody of the cash/checks to the district messenger who deposits money to bank daily. A record signed by both the secretary and the district messenger indicating the date, time and amount of the deposit must be kept in the school. The Business Office never takes deposits to the bank.
- The business office verifies all deposits via online banking or through monthly bank statements.
- Deposits are receipted into financial accounting software by the business office staff.
- Cash receipts for student activity funds are recorded at the individual school and deposited by the district messenger on a daily basis school secretary.
- Lunch payments are brought to the school office in sealed bank envelopes and are signed over to the school secretary. The school secretary signs over the lunch payments to the district messenger for deposit on a daily basis. can be made at school site drop boxes as well as school secretary.
- Lunch deposits are made online or by a food service employee. Students/families can deposit money into their lunch account by sending cash or check to the school lunch cashier or deposit funds on-line through electronic deposit company. The food service employee credits matching funds amounts into the student specific

lunch fund. The food service employee submits a monthly report of deposits made to the business office. The business office monitors the lunch account daily via the on-line banking system.

- All government aid payments are received via ACH to the District master account. The business office completes a receipt for these payments and receipts them into financial accounting software each month.
- The Business Office reconciles all bank accounts on a monthly basis.
- The Business Office transfers funds online between bank accounts as needed or has sweep accounts to utilize bank investment accounts.

B. Federal Grants

- Budget is created and updated by grant administrator and approved by business manager in addition to the superintendent. The budget is submitted to the appropriate grant office using form FS-10.
- Expenditures must be approved by individual grant administrator along with the Purchasing Agent, Business Official or designee. All expenditures must fall within the grant guidelines of the submitted budget.
- Receipts must be turned into business office showing items matching the budget and signed off by the grant administrator.

C. Claims

- Grant administrator approves expenditures and claims are filed quarterly by business manager or designated person(s).
- Claims are monitored and approved by the superintendent or business manager each quarter.
- District will provide funds for grants to cover grant expenditures until they are reimbursed through the claim process.
- Claims not paid in a reasonable amount of time will be investigated by the business manager or designated persons.

D. Receipt of Claim

- The Business Manager verifies funds are received through bank records.
- The deposit records are entered into financial accounting software by the business office.
- Receipts will be reconciled with the claim and discrepancies will be investigated.

The District utilizes various bank and investment accounts with Bank and a Local Government Investment Pool Account. Accounts include:

Master
Accounts Payable Checking
Payroll
Investment
Various other debt, investment and student activity accounts.

The District must minimize the time elapsing between the transfer of funds from NYSED and the disbursement by the District whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

COMPENSATION-PERSONAL SERVICES EXPENSES AND REPORTING

COMPENSATION-PERSONAL SERVICES EXPENSES

Costs of personal service compensation are allowable for a federal award to the extent that they satisfy the specific requirements of federal statute §200.430 Compensation—personal services. Charges to Federal awards must be based on records that accurately reflect the work performed. These records must:

- Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated
- Be incorporated into the official records of the subrecipient

Compensation for employees engaged in work on federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the District.

PROCEDURES

All employees paid with Federal funds must adhere to the procedures to complete the appropriate personnel records. These procedures also apply to employees paid with non-Federal funds that are used as a match (or in-kind contribution) in a Federal program. The personal service compensation must reasonably reflect the total activity for which the employee is compensated by the subrecipient and cannot exceed 100% of compensated activities.

A. Determining Cost Objectives

Business Official, Directors, Building Leaders

A cost objective is defined as a Federal grant award or other category of costs the District used to track specific cost information. In certain circumstances, the District may track the time employees spend on particular activities within a single Federal grant in order to demonstrate compliance with Federal requirements such as earmarks, set-asides or match/in-kind contributions. When the District uses employee compensation costs to meet these requirements they are known as “cost objectives.” In such a circumstance, an individual grant programs may have more than one cost objective.

The Directors and Building Leaders will determine the cost objective for each employee and the Business will provide appropriate means of documenting time spent on activities to satisfy the Federal grant requirements.

B. Standards for Documentation

Senior Account Clerks, Account Clerks and/or Administrative Assistants

Charges for federal awards for salaries and wages must be based on records that accurately reflect the work performed. In accordance with §200.430, these records must:

- Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated be incorporated into official records
- Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities
- Encompass both federally assisted and all other activities compensated by the District on an integrated basis
- Comply with the established accounting policies and practices for the District, and

- Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on:
 - o More than one federal award
 - o A federal award and non-federal award
 - o An indirect cost activity and direct cost activity
 - o An unallowable activity and a direct or indirect activity

All employees who are paid in full or part with federal funds must keep specific documents to demonstrate the amount of time they spend on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required match or cost share for a federal program. These documents, known as time-and-effort records, are maintained in order to charge personnel costs to federal grants. Time and effort records must be maintained contemporaneously (as work occurs) and must contain the following elements:

- The activity (a brief description of what the employee did)
- Time frame (the amount of time it took the employee to do the work), and
- Funding source/program or other cost objective

Time-and-effort records must also:

- Be executed after the work is completed, and not before
- Account for the total activities of the employee (100% of their time) including employees working part time or overtime
- Specify the reporting period
- Be signed and dated by the employee
- Time and Effort records will be filed in the Business Office or PPS Office and will be retained as per Record Retention Schedule ED-1.

C. Multiple Cost Objective Employees

Employees working on multiple cost objectives need to support the distribution of the compensation among cost objectives if the employee works on multiple, unrelated activities per grant guidelines. The federal grant subrecipient determines process to determine what amount gets charged to the grant.

- Sample Time and Effort records can be found in Appendix 4.

D. Reconciliation

Treasurer and/or Account Clerk

It is the District's practice to charge employee compensation costs to Federal programs based on budget estimates that reasonably approximate how an employee will work during the year. Documentation records should be adjusted in a timely manner if there are significant changes in the employee's work activity. District will reconcile payroll charges reflected in employee records at least annually, however it is recommended that the reconciliation occur quarterly or semi-annually. The District needs to determine if the time necessary maintaining supporting documentation is worth charging as a direct cost onto a Federal grant.

If the District identifies a variance between how an employee's salary was charged and how the employee actually worked, the District will adjust its payroll charges so that the amount charged to Federal funds reflects the employee's actual time and effort. The District will perform the adjustment at least annually, however it is

recommended that the reconciliation occur quarterly or semi-annually. The final claim form should reflect actual (reconciled) amounts, not budget estimates.

All necessary adjustments must be made such that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

E. Document Retention

Account Clerks

Time and Effort records must be maintained for a period of five (5) years.

Legal References: 2 CFR, Part 225,
Federal Statutes §200.430 Compensation—Personal Services
General Education Provisions Act
Omni-Circular

EQUIPMENT AND SAFEGUARDING ASSETS

RATIONALE

The maintenance of accurate records of District-owned land, buildings, furniture, equipment, intellectual property and materials is essential to any well-managed school.

POLICY

The School Board, therefore, instructs the administration to establish and maintain an inventory system which will account for these on an annual basis (not less than once every two years - UGG) in accordance with generally accepted accounting principles. The inventory shall be conducted by building staff; departments or third parties using forms made available by the District office. The Procedure itself will need to identify the staff responsible by title for your District and the timing each year the task is expect to occur and be completed by. Inventories are to be taken in the spring of each year, prior to the close of the school year. A copy of the complete inventory shall be filed in the District office.

School districts are required by state law to safeguard assets of the District (identify by title responsible party). Assets acquired with Federal awards vest with the District subject to authorized use until the property is no longer needed for the project purpose, maintained un-encumbered and ultimate proper disposal. In addition, the terms of some Federal grants and bond covenants require specific identification of assets acquired with those moneys, impose restrictions on disposing of such assets and/or designate allowable uses of the proceeds of the sale of such assets.

PROCEDURES

All employees must adhere to the procedures to ensure the appropriate capitalization and safeguarding of assets with a useful life of more than one year.

WRITTEN PROCEDURES

Employees must adhere to the following procedures to ensure goods are maintained in a properly controlled and secured environment.

When the product or services are received, the receiving or the business office checks off the items received on the packing slip and the PO. The packing slip is then attached to the

PO. When accounts payable receives the bill, accounts payable matches the documents to the PO to ensure the District is only paying for items/services that were received.

The Business Office provides the school board a detailed list of paid or unpaid checks for approval. The board approves the list at their next meeting.

INVENTORY

The District needs to be able to provide information where the item is located. Item should be readily identifiable if purchased with Federal grant.

WRITTEN PROCEDURES

The inventory shall be conducted by building staff and/or departments (identify by title) on an annual basis, during the spring (identify time of year) of each year. Federal Uniform Grant Guidance requires the inventory to occur at least once every two years (section 200.313 (d)(2)). A copy of the complete inventory shall be filed in the district office, no later than _____, to better coordinate all the inventory items.

Inventories must contain tag number, if applicable, description of the property, serial number or other I.D. number, source of funding, acquisition date, cost, vendor, and location. (Federal Uniform Grant Guidance section 200.313 (d)(1)).

1. Fixed assets are tagged with a District asset tag number by the department. The department is responsible for maintaining these inventories, including separate inventories for items purchased with federal funds.
2. District staff (identify by title) are required to update inventories for equipment valued *over the thresholds set by Board of Education Policy 5622: Capital Assets Accounting that are* contained within their building. (Federal Uniform Grant Guidance requires a capitalization level of not more than \$5,000 per unit acquisition cost, per section 200.333). An inventory of high-risk assets should also be performed every two years regardless of dollar amount.
3. District staff (identify by title) are also required to update inventories for non-consumable object purchases contained within their building.
4. The District inventories need to be stored in the vault for safe keeping.
5. Adequate maintenance should be performed to keep property in good condition.
6. Prior year inventory listings should be reviewed to assist in identifying assets missing, junked or sold during the current fiscal year.

DISPOSAL

- A. All School property and equipment deemed surplus shall be disposed of at the discretion of the School Board.
- B. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the School District must request disposition instructions from the Federal awarding agency, if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with the Federal awarding agency disposition instructions
 - 1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
 - 2) If the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in

excess of \$5,000 may be retained by the School District or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the School District to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

- 3) The District may transfer title to the property to the Federal Government or an eligible third party.

LOST OR STOLEN ITEMS

Lost or stolen property should be reported to the building principal or program director as soon as the individual is aware of the missing item. The building principal or program director should then report the lost or stolen item to the superintendent or his/her designee.

Lost or stolen items should include an explanation of what happened to the item as available.

If an item is valued at \$250 or more, a police report should be filed and included with the insurance claim.

REFERENCES IN UNIFORM GRANT GUIDANCE

Capital Assets §200.12

Equipment (Defined) §200.33

Equipment §200.313

- Title §200.313(a)
- Management Requirements §200.313(d)
- Use and Disposition of Equipment §200.313(e)

RECORDS RETENTION

RATIONALE

The purpose of a Records Retention procedure is to ensure that necessary records and documents of the District are adequately protected and maintained and to ensure that records that are no longer needed by the District, or are of no value are discarded at the proper time. The procedure will also assist District employees in understanding their obligations in retaining documents.

PROCEDURE

- A. The District will comply with the New York State Records Retention and Disposal Schedule ED-1, as updated from time to time. A printed copy of the New York State Records Retention and Disposal Schedule ED-1 can be found in the District Office.
- B. If retention requirements under Federal Uniform Guidance requires a longer period the District will comply with OMB Part 200, Section 200.333 Retention Requirements for Records. Generally, Section 200.333 requires retention for three years from the date of submission of the final expenditure report or the submission of the quarterly or annual financial report to the Federal awarding agency or pass-through entity.

Special conditions extend this period for any litigation, claim or audit started, notification received from awarding, cognizant or oversight agency to extend, records for real property or equipment (three years from disposition) and program income transaction occurring after the period of performance. If records are transferred to the awarding agency the retention period is not applicable. Further specific conditions apply to indirect cost rate proposal and cost allocations plan as to when the three-year period commences.

Attachments to Procedure: An electronic copy of New York State Records Retention and Disposal Schedule ED-1 can be found at:
http://www.archives.nysed.gov/records/retention_ed-1

SUBRECIPIENT MONITORING AND MANAGEMENT

RATIONALE

The District may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities (PTEs). Therefore, a PTE must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor.

POLICY

SUBRECIPIENT / CONTRACTOR DETERMINATION

A non-federal entity may concurrently receive Federal awards as a:

- Recipient
- Subrecipient
- Contractor

PTE must make case-by-case determination whether each agreement it makes for the disbursement of federal program funds casts the party receiving the funds in the role of a Subrecipient, or Contractor.

The differences between Subrecipient and Contractor are as follows:

Subrecipient	Contractor
Creates a Federal assistance relationship	Purpose is to obtain goods and services for the District's own use and creates a procurement relationship
Determines who is eligible to receive what Federal assistance	Provides the goods and services within normal business operations
Has its performance measured in relation to whether objectives of a Federal program were met	Provides similar goods or services to many different purchasers
Has responsibility for programmatic decision making	Normally operates in a competitive environment
Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and	Provides goods or services that are ancillary to the operations of the Federal program; and
In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing stature,	Is not subject to compliance requirements of the Federal program as a result of the

as opposed to providing goods or services for the benefit of the PTE

agreement, though similar requirements may apply for other reasons

SUBRECIPIENT REQUIREMENTS

The following information must be provided to all subrecipients:

- Federal award identification
- All requirements imposed by the PTE
- Any additional requirements that the PTE imposes on the subrecipient for the PTE to meet its own responsibility to the federal awarding agency including identification of any required financial or performance reports.
- An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the PTE and the subrecipient or a de minimis indirect cost rate
- A requirement that the subrecipient permit the PTE and auditors to have access to the subrecipient's records and financial statements, as necessary for the PTE to meet its requirements
- Appropriate terms and conditions concerning the closeout of the subaward

SUBRECIPIENT RISK OF NONCOMPLIANCE

Audit will evaluate subrecipient risk of noncompliance for purposes of determining appropriate subrecipient monitoring including consideration of such factors as:

1. Subrecipient experience with the same or similar subawards;
2. Results of previous audits, including whether the subrecipient receives a single audit and the extent to which the subaward has been audited as major;
3. Whether subrecipient has new personnel or substantially changed systems; and
4. Extent and results of Federal awarding agency monitoring.

REQUIRED SUBRECIPIENT MONITORING ACTIVITIES

The PTE must monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. PTE monitoring of the subrecipient must include:

- Review financial and programmatic reports
- Follow-up and ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award through audits, on-site reviews, and other means
- Issue management decisions for audit findings pertaining to the federal award provided to the subrecipient

PTE monitoring of the subrecipient plan should be

- Clearly identify necessary activities and responsible parties
- Review debarment lists

- Allow for consistency throughout monitoring activities
- Characteristics include data quality reviews, required progress reporting, site and desk reviews, potentially critical for large-scale projects, compliance auditing and develop corrective action plans
- Once the process has concluded, develop and implement an internal action plan to revise policies and procedures, enforce compliance with the internal requirements and execute ongoing monitoring
- Utilize your internal auditors to conduct regular, detailed reviews
- Document the execution of monitoring activities and corrective action taken.

The remedies for non-compliance are as follows:

- If non-federal entities fail to comply with requirements, the PTE may impose additional conditions as described in statute §200.207
- If noncompliance cannot be remedied with additional conditions, the PTE may take one or more of the following actions, as appropriate:
 - o Temporarily withhold cash payments
 - o Disallow all or part of cost of the activity not in compliance
 - o Wholly or partly suspend or terminate the federal award
 - o Recommend that the federal agency initiate suspension and debarment proceedings
 - o Withhold further federal awards

Take other remedies that may be legally available

APPENDIX 1

Important Sections of the Federal Register Rules and Regulations

§200.212 Suspension and debarment.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

§200.301 Performance measurement.

The Federal awarding agency must require the recipient to use OMB-approved standard information collections when providing financial and performance information. As appropriate and in accordance with above mentioned information collections, the Federal awarding agency must require the recipient to relate financial data to performance accomplishments of the Federal award. Also, in accordance with above mentioned standard information collections, and when applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The recipient's performance should be measured in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes, share lessons learned, and spread the adoption of promising practices. The Federal awarding agency should provide recipients with clear performance goals, indicators, and milestones as described in §200.210 Information contained in a Federal award. Performance reporting frequency and content should be established to not only allow the Federal awarding agency to understand the recipient progress but also to facilitate identification of promising practices among recipients and build the evidence upon which the Federal awarding agency's program and performance decisions are made.

§200.302 Financial management.

(a) Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and the other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. See also §200.450 Lobbying.

(b) The financial management system of each non-Federal entity must provide for the following (see also §200.333 Retention

requirements for records, 200.334 Requests for transfer of records, 200.335 Methods for collection, transmission and storage of information, 200.336 Access to records, and 200.337 Restrictions on public access to records):

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See §200.303 Internal controls.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to implement the requirements of §200.305 Payment.

(7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

§200.303 Internal controls.

The non-Federal entity must:

(a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations,

and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

(c) Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

§200.305 Payment.

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of

advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the

pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account

for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

(i) The non-Federal entity receives less than \$120,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency

Name (abbreviated when possible) and ALC Agency POC: Michelle Haney, (301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

§200.308 Revision of budget and program plans.

(a) The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It may include either the Federal and non-Federal share (see §200.43 Federal share) or only the Federal share, depending upon Federal awarding agency requirements. It must be related to performance for program evaluation purposes whenever appropriate.

(b) Recipients are required to report deviations from budget or project scope or objective, and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section.

(c) For non-construction Federal awards, recipients must request prior approvals from Federal awarding agencies for one or more of the following program or budget-related reasons:

(1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).

(2) Change in a key person specified in the application or the Federal award.

(3) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

(4) The inclusion, unless waived by the Federal awarding agency, of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and

Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable.

(5) The transfer of funds budgeted for participant support costs as defined in §200.75 Participant support costs to other categories of expense.

(6) Unless described in the application and funded in the approved Federal awards, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in §200.332 Fixed amount subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.

(7) Changes in the approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. See also §§200.102 Exceptions and 200.407 Prior written approval (prior approval).

(8) The need arises for additional Federal funds to complete the project.

(d) Except for requirements listed in paragraph (c)(1) of this section, the Federal awarding agency is authorized, at its option, to waive prior written approvals required by paragraph (c) this section. Such waivers may include authorizing recipients to do any one or more of the following:

(1) Incur project costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the Federal awarding agency makes the Federal award are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). See also §200.458 Pre-award costs.

(2) Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (d)(2)(i) through (iii) of this section apply. For one-time extensions, the recipient must notify the Federal awarding agency in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior Federal awarding agency approval when:

(i) The terms and conditions of the Federal award prohibit the extension.

(ii) The extension requires additional Federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(3) Carry forward unobligated balances to subsequent periods of performance.

(4) For Federal awards that support research, unless the Federal awarding agency provides otherwise in the Federal award or in the Federal awarding agency's regulations, the prior approval requirements described in paragraph (d) are automatically waived (i.e., recipients need not obtain such prior approvals) unless one of the conditions included in paragraph (d)(2) applies.

(e) The Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency. The Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.

(f) All other changes to non-construction budgets, except for the changes described in paragraph (c) of this section, do not require prior approval (see also §200.407 Prior written approval (prior approval)).

(g) For construction Federal awards, the recipient must request prior written approval promptly from the Federal awarding agency for budget revisions whenever paragraph (g)(1), (2), or (3) of this section applies.

(1) The revision results from changes in the scope or the objective of the project or program.

(2) The need arises for additional Federal funds to complete the project.

(3) A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in Subpart E—Cost Principles of this part.

(4) No other prior approval requirements for budget revisions may be imposed unless an exception has been approved by OMB.

(5) When a Federal awarding agency makes a Federal award that provides support for construction and non-construction work, the Federal awarding agency may require the recipient to obtain prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

(h) When requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application, unless the Federal awarding agency indicates a letter of request suffices.

(i) Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency must review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency must inform the recipient in writing of the date when the recipient may expect the decision.

§200.313 Equipment.

See also §200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use. (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also

make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is

no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

§200.314 Supplies.

See also §200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See §200.313 Equipment,

paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the

contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts

state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for

securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this

method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given

to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

§200.327 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved governmentwide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

§200.330 Subrecipient and contractor determinations.

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See §200.92 Subaward. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) Contractors. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See §200.22 Contract. Characteristics

indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) Use of judgment in making determination. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

§200.331 Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);

(ii) Subrecipient's unique entity identifier;

(iii) Federal Award Identification Number (FAIN);

(iv) Federal Award Date (see §200.39 Federal award date);

(v) Subaward Period of Performance Start and End Date;

(vi) Amount of Federal Funds Obligated by this action;

(vii) Total Amount of Federal Funds Obligated to the subrecipient;

(viii) Total Amount of the Federal Award;

(ix) Federal award project description, as required to be responsive to the Federal

Funding Accountability and Transparency Act (FFATA);

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,

(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;

(xii) Identification of whether the award is R&D; and

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f) of this part.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;

(3) Whether the subrecipient has new personnel or new or substantially changed systems; and

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

(f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

§200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years

from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation

and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.343 Closeout.

The Federal awarding agency or pass-through entity will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the non-Federal entity. This section specifies the actions the non-Federal entity and Federal awarding agency or pass-through entity must take to complete this process at the end of the period of performance.

(a) The non-Federal entity must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested by the non-Federal entity.

(b) Unless the Federal awarding agency or pass-through entity authorizes an extension, a non-Federal entity must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

(c) The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for allowable reimbursable costs under the Federal award being closed out.

(d) The non-Federal entity must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that are not authorized to be retained by the non-Federal entity for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts.

(e) Consistent with the terms and conditions of the Federal award, the Federal awarding agency or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

(f) The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.

(g) The Federal awarding agency or pass-through entity should complete all closeout actions for Federal awards no later than one

year after receipt and acceptance of all required final reports.

200.344 Post-closeout adjustments and continuing responsibilities.

(a) The closeout of a Federal award does not affect any of the following:

(1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.

(2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

(3) Audit requirements in Subpart F—Audit Requirements of this part.

(4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.

(5) Records retention as required in Subpart D—Post Federal Award Requirements of this part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.

(b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

§200.430 Compensation—personal services.

(a) General. Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in §200.431 Compensation—fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part, and that the total compensation for individual employees:

(1) Is reasonable for the services rendered and conforms to the established written policy of the non-Federal entity consistently applied to both Federal and non-Federal activities;

(2) Follows an appointment made in accordance with a non-Federal entity's laws and/or rules or written policies and meets the requirements of Federal statute, where applicable; and

(3) Is determined and supported as provided in paragraph (i) of this section, Standards for Documentation of Personnel Expenses, when applicable.

(b) Reasonableness. Compensation for employees engaged in work on Federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the non-Federal entity. In cases where the kinds of employees required for Federal awards are not found in the other activities of the non-Federal entity, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the non-Federal entity competes for the kind of employees involved.

(c) Professional activities outside the non-Federal entity. Unless an arrangement is specifically authorized by a Federal awarding agency, a non-Federal entity must follow its written non-Federal entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the non-Federal entity for non-organizational compensation. Where such non-Federal entity-wide written policies do not exist or do not adequately define the permissible extent of consulting or other non-organizational activities undertaken for extra outside pay, the Federal Government may require that the effort of professional staff working on Federal awards be allocated between:

(1) Non-Federal entity activities, and

(2) Non-organizational professional activities. If the Federal awarding agency considers the extent of non-organizational professional effort excessive or inconsistent with the conflicts-of-interest terms and conditions of the Federal award, appropriate arrangements governing compensation will be negotiated on a case-by-case basis.

(d) Unallowable costs. (1) Costs which are unallowable under other sections of these principles must not be allowable under this section solely on the basis that they constitute personnel compensation.

(2) The allowable compensation for certain employees is subject to a ceiling in accordance with statute. For the amount of the ceiling for cost-reimbursement contracts, the covered compensation subject to the ceiling, the covered employees, and other relevant provisions, see 10 U.S.C. 2324(e)(1)(P), and 41 U.S.C. 1127 and 4304(a)(16). For other types of Federal awards, other statutory ceilings may apply.

(e) Special considerations. Special considerations in determining allowability of compensation will be given to any change in a non-Federal entity's compensation policy resulting in a substantial increase in its employees' level of compensation (particularly when the change was concurrent with an increase in the ratio of Federal awards to other activities) or any change in the treatment of allowability of specific types of compensation due to changes in Federal policy.

(f) Incentive compensation. Incentive compensation to employees based on cost reduction, or efficient performance, suggestion awards, safety awards, etc., is allowable to the extent that the overall compensation is determined to be reasonable and such costs are paid or accrued pursuant to an agreement entered into in good faith between the non-Federal entity and the employees before the services were rendered, or pursuant to an established plan followed by the non-Federal entity so consistently as to imply, in effect, an agreement to make such payment.

(g) Nonprofit organizations. For compensation to members of nonprofit organizations, trustees, directors, associates, officers, or the immediate families thereof, determination must be made that such compensation is reasonable for the actual personal services rendered rather than a distribution of earnings in excess of costs. This may include director's and executive committee member's fees, incentive awards, allowances for off-site pay, incentive pay, location allowances, hardship pay, and cost-of-living differentials.

(h) Institutions of higher education (IHEs). (1) Certain conditions require special consideration and possible limitations in determining allowable personnel compensation costs under Federal awards. Among such conditions are the following:

(i) Allowable activities. Charges to Federal awards may include reasonable amounts for activities contributing and directly related to work under an agreement, such as delivering special lectures about specific aspects of the ongoing activity, writing reports and articles, developing and maintaining protocols (human, animals, etc.), managing substances/chemicals, managing and securing project-specific data, coordinating research subjects, participating in appropriate seminars, consulting with colleagues and graduate students, and attending meetings and conferences.

(ii) Incidental activities. Incidental activities for which supplemental compensation is allowable under written institutional policy (at a rate not to exceed institutional base salary) need not be included in the records described in paragraph (i) of this section to directly charge payments of incidental activities, such activities must either be specifically provided for in the Federal award budget or receive prior

written approval by the Federal awarding agency.

(2) Salary basis. Charges for work performed on Federal awards by faculty members during the academic year are allowable at the IBS rate. Except as noted in paragraph (h)(1)(ii) of this section, in no event will charges to Federal awards, irrespective of the basis of computation, exceed the proportionate share of the IBS for that period. This principle applies to all members of faculty at an institution. IBS is defined as the annual compensation paid by an IHE for an individual's appointment, whether that individual's time is spent on research, instruction, administration, or other activities. IBS excludes any income that an individual earns outside of duties performed for the IHE. Unless there is prior approval by the Federal awarding agency, charges of a faculty member's salary to a Federal award must not exceed the proportionate share of the IBS for the period during which the faculty member worked on the award.

(3) Intra-Institution of Higher Education (IHE) consulting. Intra-IHE consulting by faculty is assumed to be undertaken as an IHE obligation requiring no compensation in addition to IBS. However, in unusual cases where consultation is across departmental lines or involves a separate or remote operation, and the work performed by the faculty member is in addition to his or her regular responsibilities, any charges for such work representing additional compensation above IBS are allowable provided that such consulting arrangements are specifically provided for in the Federal award or approved in writing by the Federal awarding agency.

(4) Extra Service Pay normally represents overload compensation, subject to institutional compensation policies for services above and beyond IBS. Where extra service pay is a result of Intra-IHE consulting, it is subject to the same requirements of paragraph (b) above. It is allowable if all of the following conditions are met:

(i) The non-Federal entity establishes consistent written policies which apply uniformly to all faculty members, not just those working on Federal awards.

(ii) The non-Federal entity establishes a consistent written definition of work covered by IBS which is specific enough to determine conclusively when work beyond that level has occurred. This may be described in appointment letters or other documentations.

(iii) The supplementation amount paid is commensurate with the IBS rate of pay and the amount of additional work performed. See paragraph (h)(2) of this section.

(iv) The salaries, as supplemented, fall within the salary structure and pay ranges established by and documented in writing or otherwise applicable to the non-Federal entity.

(v) The total salaries charged to Federal awards including extra service pay are subject to the Standards of Documentation as described in paragraph (i) of this section.

(5) Periods outside the academic year. (i) Except as specified for teaching activity in paragraph (h)(5)(ii) of this section, charges for work performed by faculty members on Federal awards during periods not included in the base salary period will be at a rate not in excess of the IBS.

(ii) Charges for teaching activities performed by faculty members on Federal awards during periods not included in IBS period will be based on the normal written policy of the IHE governing compensation to faculty members for teaching assignments during such periods.

(6) Part-time faculty. Charges for work performed on Federal awards by faculty members having only part-time appointments will be determined at a rate not in excess of that regularly paid for part-time assignments.

(7) Sabbatical leave costs. Rules for sabbatical leave are as follow:

(i) Costs of leaves of absence by employees for performance of graduate work or sabbatical study, travel, or research are allowable provided the IHE has a uniform written policy on sabbatical leave for persons engaged in instruction and persons engaged in research. Such costs will be allocated on an equitable basis among all related activities of the IHE.

(ii) Where sabbatical leave is included in fringe benefits for which a cost is determined for assessment as a direct charge, the aggregate amount of such assessments applicable to all work of the institution during the base period must be reasonable in relation to the IHE's actual experience under its sabbatical leave policy.

(8) Salary rates for non-faculty members. Non-faculty full-time professional personnel may also earn "extra service pay" in accordance with the non-Federal entity's written policy and consistent with paragraph (h)(1)(i) of this section.

(i) Standards for Documentation of Personnel Expenses (1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

(i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

(ii) Be incorporated into the official records of the non-Federal entity;

(iii) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS);

(iv) Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy;

(v) Comply with the established accounting policies and practices of the non-Federal entity (See paragraph (h)(1)(ii) above for treatment of incidental work for IHEs.); and

(vi) [Reserved]

(vii) Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

(viii) Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes, provided that:

(A) The system for establishing the estimates produces reasonable approximations of the activity actually performed;

(B) Significant changes in the corresponding work activity (as defined by the non-Federal entity's written policies) are identified and entered into the records in a timely manner. Short term (such as one or two months) fluctuation between workload categories need not be considered as long as the distribution of salaries and wages is reasonable over the longer term; and

(C) The non-Federal entity's system of internal controls includes processes to review after-the-fact interim charges made to a Federal awards based on budget estimates. All necessary adjustment must be made such that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

(ix) Because practices vary as to the activity constituting a full workload (for IHEs, IBS), records may reflect categories of activities expressed as a percentage distribution of total activities.

(x) It is recognized that teaching, research, service, and administration are often inextricably intermingled in an academic setting. When recording salaries and wages charged to Federal awards for IHEs, a precise assessment of factors that contribute to costs is therefore not always feasible, nor is it expected.

(2) For records which meet the standards required in paragraph (i)(1) of this section, the non-Federal entity will not be required to provide additional support or documentation for the work performed, other than that referenced in paragraph (i)(3) of this section.

(3) In accordance with Department of Labor regulations implementing the Fair Labor

Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.

(4) Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

(5) For states, local governments and Indian tribes, substitute processes or systems for allocating salaries and wages to Federal awards may be used in place of or in addition to the records described in paragraph (1) if approved by the cognizant agency for indirect cost. Such systems may include, but are not limited to, random moment sampling, "rolling" time studies, case counts, or other quantifiable measures of work performed.

(i) Substitute systems which use sampling methods (primarily for Temporary Assistance for Needy Families (TANF), the Supplemental Nutrition Assistance Program (SNAP), Medicaid, and other public assistance programs) must meet acceptable statistical sampling standards including:

(A) The sampling universe must include all of the employees whose salaries and wages are to be allocated based on sample results except as provided in paragraph (i)(5)(iii) of this section;

(B) The entire time period involved must be covered by the sample; and

(C) The results must be statistically valid and applied to the period being sampled.

(ii) Allocating charges for the sampled employees' supervisors, clerical and support staffs, based on the results of the sampled employees, will be acceptable.

(iii) Less than full compliance with the statistical sampling standards noted in subsection (5)(i) may be accepted by the cognizant agency for indirect costs if it concludes that the amounts to be allocated to Federal awards will be minimal, or if it concludes that the system proposed by the non-Federal entity will result in lower costs to Federal awards than a system which complies with the standards.

(6) Cognizant agencies for indirect costs are encouraged to approve alternative proposals based on outcomes and milestones for program performance where these are clearly documented. Where approved by the Federal cognizant agency for indirect costs, these plans are acceptable as an alternative to the requirements of paragraph (i)(1) of this section.

(7) For Federal awards of similar purpose activity or instances of approved blended funding, a non-Federal entity may submit performance plans that incorporate funds from

multiple Federal awards and account for their combined use based on performance-oriented metrics, provided that such plans are approved in advance by all involved Federal awarding agencies. In these instances, the non-Federal entity must submit a request for waiver of the requirements based on documentation that describes the method of charging costs, relates the charging of costs to the specific activity that is applicable to all fund sources, and is based on quantifiable measures of the activity in relation to time charged.

(8) For a non-Federal entity where the records do not meet the standards described in this section, the Federal Government may require personnel activity reports, including prescribed certifications, or equivalent documentation that support the records as required in this section.

§200.431 Compensation—fringe benefits.

(a) Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.

(b) Leave. The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- (1) They are provided under established written leave policies;
- (2) The costs are equitably allocated to all related activities, including Federal awards; and,
- (3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

(i) When a non-Federal entity uses the cash basis of accounting, the cost of leave is recognized in the period that the leave is taken and paid for. Payments for unused leave when an employee retires or terminates employment are allowable in the year of payment.

(ii) The accrual basis may be only used for those types of leave for which a liability as defined by GAAP exists when the leave is earned. When a non-Federal entity uses the accrual basis of accounting, allowable leave costs are the lesser of the amount accrued or funded.

(c) The cost of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in §200.447 Insurance and indemnification); pension plan costs (see paragraph (i) of this section); and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits, must be allocated to Federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such Federal awards and other activities, and charged as direct or indirect costs in accordance with the non-Federal entity's accounting practices.

(d) Fringe benefits may be assigned to cost objectives by identifying specific benefits to specific individual employees or by allocating on the basis of entity-wide salaries and wages of the employees receiving the benefits. When the allocation method is used, separate allocations must be made to selective groupings of employees, unless the non-Federal entity demonstrates that costs in relationship to salaries and wages do not differ significantly for different groups of employees.

(e) Insurance. See also §200.447 Insurance and indemnification, paragraphs (d)(1) and (2).

(1) Provisions for a reserve under a self-insurance program for unemployment compensation or workers' compensation are allowable to the extent that the provisions represent reasonable estimates of the liabilities for such compensation, and the types of coverage, extent of coverage, and rates and premiums would have been allowable had insurance been purchased to cover the risks. However, provisions for self-insured liabilities which do not become payable for more than one year after the provision is made must not exceed the present value of the liability.

(2) Costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibility are allowable only to the extent that the insurance represents additional compensation. The costs of such insurance when the non-Federal entity is named as beneficiary are unallowable.

(3) Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits), are allowable in the year of payment provided that the non-Federal entity follows a consistent costing policy.

(f) Automobiles. That portion of automobile costs furnished by the entity that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect (F&A)

costs regardless of whether the cost is reported as taxable income to the employees.

(g) Pension Plan Costs. Pension plan costs which are incurred in accordance with the established policies of the non-Federal entity are allowable, provided that:

(1) Such policies meet the test of reasonableness.

(2) The methods of cost allocation are not discriminatory.

(3) For entities using accrual based accounting, the cost assigned to each fiscal year is determined in accordance with GAAP.

(4) The costs assigned to a given fiscal year are funded for all plan participants within six months after the end of that year. However, increases to normal and past service pension costs caused by a delay in funding the actuarial liability beyond 30 calendar days after each quarter of the year to which such costs are assignable are unallowable. Non-Federal entity may elect to follow the "Cost Accounting Standard for Composition and Measurement of Pension Costs" (48 CFR 9904.412).

(5) Pension plan termination insurance premiums paid pursuant to the Employee Retirement Income Security Act (ERISA) of 1974 (29 U.S.C. 1301-1461) are allowable. Late payment charges on such premiums are unallowable. Excise taxes on accumulated funding deficiencies and other penalties imposed under ERISA are unallowable.

(6) Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the non-Federal entity.

(i) For pension plans financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.

(ii) Pension costs calculated using an actuarial cost-based method recognized by GAAP are allowable for a given fiscal year if they are funded for that year within six months after the end of that year. Costs funded after the six month period (or a later period agreed to by the cognizant agency for indirect costs) are allowable in the year funded. The cognizant agency for indirect costs may agree to an extension of the six month period if an appropriate adjustment is made to compensate for the timing of the charges to the Federal Government and related Federal reimbursement and the non-Federal entity's contribution to the pension fund. Adjustments may be made by cash refund or other equitable procedures to compensate the Federal Government for the time value of Federal reimbursements in excess of contributions to the pension fund.

(iii) Amounts funded by the non-Federal entity in excess of the actuarially determined amount

for a fiscal year may be used as the non-Federal entity's contribution in future periods.

(iv) When a non-Federal entity converts to an acceptable actuarial cost method, as defined by GAAP, and funds pension costs in accordance with this method, the unfunded liability at the time of conversion is allowable if amortized over a period of years in accordance with GAAP.

(v) The Federal Government must receive an equitable share of any previously allowed pension costs (including earnings thereon) which revert or inure to the non-Federal entity in the form of a refund, withdrawal, or other credit.

(h) Post-Retirement Health. Post-retirement health plans (PRHP) refers to costs of health insurance or health services not included in a pension plan covered by paragraph (g) of this section for retirees and their spouses, dependents, and survivors. PRHP costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the non-Federal entity.

(1) For PRHP financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.

(2) PRHP costs calculated using an actuarial cost method recognized by GAAP are allowable if they are funded for that year within six months after the end of that year. Costs funded after the six month period (or a later period agreed to by the cognizant agency) are allowable in the year funded. The Federal cognizant agency for indirect costs may agree to an extension of the six month period if an appropriate adjustment is made to compensate for the timing of the charges to the Federal Government and related Federal reimbursements and the non-Federal entity's contributions to the PRHP fund. Adjustments may be made by cash refund, reduction in current year's PRHP costs, or other equitable procedures to compensate the Federal Government for the time value of Federal reimbursements in excess of contributions to the PRHP fund.

(3) Amounts funded in excess of the actuarially determined amount for a fiscal year may be used as the Federal Government's contribution in a future period.

(4) When a non-Federal entity converts to an acceptable actuarial cost method and funds PRHP costs in accordance with this method, the initial unfunded liability attributable to prior years is allowable if amortized over a period of years in accordance with GAAP, or, if no such GAAP period exists, over a period negotiated with the cognizant agency for indirect costs.

(5) To be allowable in the current year, the PRHP costs must be paid either to:

(i) An insurer or other benefit provider as current year costs or premiums, or

(ii) An insurer or trustee to maintain a trust fund or reserve for the sole purpose of providing post-retirement benefits to retirees and other beneficiaries.

(6) The Federal Government must receive an equitable share of any amounts of previously allowed post-retirement benefit costs (including earnings thereon) which revert or inure to the non-Federal entity in the form of a refund, withdrawal, or other credit.

(i) Severance Pay. (1) Severance pay, also commonly referred to as dismissal wages, is a payment in addition to regular salaries and wages, by non-Federal entities to workers whose employment is being terminated. Costs of severance pay are allowable only to the extent that in each case, it is required by (a) law, (b) employer-employee agreement, (c) established policy that constitutes, in effect, an implied agreement on the non-Federal entity's part, or (d) circumstances of the particular employment.

(2) Costs of severance payments are divided into two categories as follows:

(i) Actual normal turnover severance payments must be allocated to all activities; or, where the non-Federal entity provides for a reserve for normal severances, such method will be acceptable if the charge to current operations is reasonable in light of payments actually made for normal severances over a representative past period, and if amounts charged are allocated to all activities of the non-Federal entity.

(ii) Measurement of costs of abnormal or mass severance pay by means of an accrual will not achieve equity to both parties. Thus, accruals for this purpose are not allowable. However, the Federal Government recognizes its obligation to participate, to the extent of its fair share, in any specific payment. Prior approval by the Federal awarding agency or cognizant agency for indirect cost, as appropriate, is required.

(3) Costs incurred in certain severance pay packages which are in an amount in excess of the normal severance pay paid by the non-Federal entity to an employee upon termination of employment and are paid to the employee contingent upon a change in management control over, or ownership of, the non-Federal entity's assets, are unallowable.

(4) Severance payments to foreign nationals employed by the non-Federal entity outside the United States, to the extent that the amount exceeds the customary or prevailing practices for the non-Federal entity in the United States, are unallowable, unless they are necessary for the performance of Federal programs and approved by the Federal awarding agency.

(5) Severance payments to foreign nationals employed by the non-Federal entity outside the

United States due to the termination of the foreign national as a result of the closing of, or curtailment of activities by, the non-Federal entity in that country, are unallowable, unless they are necessary for the performance of Federal programs and approved by the Federal awarding agency.

(j)(1) For IHEs only. Fringe benefits in the form of tuition or remission of tuition for individual employees are allowable, provided such benefits are granted in accordance with established non-Federal entity policies, and are distributed to all non-Federal entity activities on an equitable basis. Tuition benefits for family members other than the employee are unallowable.

(2) Fringe benefits in the form of tuition or remission of tuition for individual employees not employed by IHEs are limited to the tax-free amount allowed per section 127 of the Internal Revenue Code as amended.

(3) IHEs may offer employees tuition waivers or tuition reductions for undergraduate education under IRC Section 117(d) as amended, provided that the benefit does not discriminate in favor of highly compensated employees. Federal reimbursement of tuition or remission of tuition is also limited to the institution for which the employee works. See §200.466 Scholarships and student aid costs, for treatment of tuition remission provided to students.

(k) For IHEs whose costs are paid by state or local governments, fringe benefit programs (such as pension costs and FICA) and any other benefits costs specifically incurred on behalf of, and in direct benefit to, the non-Federal entity, are allowable costs of such non-Federal entities whether or not these costs are recorded in the accounting records of the non-Federal entities, subject to the following:

(1) The costs meet the requirements of Basic Considerations in §§200.402 Composition of costs through 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs of this subpart;

(2) The costs are properly supported by approved cost allocation plans in accordance with applicable Federal cost accounting principles; and

(3) The costs are not otherwise borne directly or indirectly by the Federal Government.

§200.432 Conferences.

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and

refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable.

Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The Federal awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also §§200.438 Entertainment costs, 200.456 Participant support costs, 200.474 Travel costs, and 200.475 Trustees.

§200.434 Contributions and donations.

(a) Costs of contributions and donations, including cash, property, and services, from the non-Federal entity to other entities, are unallowable.

(b) The value of services and property donated to the non-Federal entity may not be charged to the Federal award either as a direct or indirect (F&A) cost. The value of donated services and property may be used to meet cost sharing or matching requirements (see §200.306 Cost sharing or matching). Depreciation on donated assets is permitted in accordance with §200.436 Depreciation, as long as the donated property is not counted towards cost sharing or matching requirements.

(c) Services donated or volunteered to the non-Federal entity may be furnished to a non-Federal entity by professional and technical personnel, consultants, and other skilled and unskilled labor. The value of these services may not be charged to the Federal award either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements in accordance with the provisions of §200.306 Cost sharing or matching.

(d) To the extent feasible, services donated to the non-Federal entity will be supported by the same methods used to support the allocability of regular personnel services.

(e) The following provisions apply to nonprofit organizations. The value of services donated to the nonprofit organization utilized in the performance of a direct cost activity must be considered in the determination of the non-Federal entity's indirect cost rate(s) and, accordingly, must be allocated a proportionate share of applicable indirect costs when the following circumstances exist:

(1) The aggregate value of the services is material;

(2) The services are supported by a significant amount of the indirect costs incurred by the non-Federal entity;

(i) In those instances where there is no basis for determining the fair market value of the services rendered, the non-Federal entity and the cognizant agency for indirect costs must negotiate an appropriate allocation of indirect cost to the services.

(ii) Where donated services directly benefit a project supported by the Federal award, the indirect costs allocated to the services will be considered as a part of the total costs of the project. Such indirect costs may be reimbursed under the Federal award or used to meet cost sharing or matching requirements.

(f) Fair market value of donated services must be computed as described in §200.306 Cost sharing or matching.

(g) Personal Property and Use of Space.

(1) Donated personal property and use of space may be furnished to a non-Federal entity. The value of the personal property and space may not be charged to the Federal award either as a direct or indirect cost.

(2) The value of the donations may be used to meet cost sharing or matching share requirements under the conditions described in §200.300 Statutory and national policy requirements through 200.309 Period of performance of subpart D of this part. The value of the donations must be determined in accordance with §§200.300 Statutory and national policy requirements through 200.309 Period of performance. Where donations are treated as indirect costs, indirect cost rates will separate the value of the donations so that reimbursement will not be made.

§200.438 Entertainment costs.

Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with prior written approval of the Federal awarding agency.

§200.439 Equipment and other capital expenditures.

(a) See §§200.13 Capital expenditures, 200.33 Equipment, 200.89 Special purpose equipment, 200.48 General purpose equipment, 200.2 Acquisition cost, and 200.12 Capital assets.

(b) The following rules of allowability must apply to equipment and other capital expenditures:

(1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.

(2) Capital expenditures for special purpose equipment are allowable as direct costs,

provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.

(3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity. See §200.436 Depreciation, for rules on the allowability of depreciation on buildings, capital improvements, and equipment. See also §200.465 Rental costs of real property and equipment.

(4) When approved as a direct charge pursuant to paragraphs (b)(1) through (3) of this section, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

(5) The unamortized portion of any equipment written off as a result of a change in capitalization levels may be recovered by continuing to claim the otherwise allowable depreciation on the equipment, or by amortizing the amount to be written off over a period of years negotiated with the Federal cognizant agency for indirect cost.

(6) Cost of equipment disposal. If the non-Federal entity is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment the costs of such disposal or transfer are allowable.

(7) Equipment and other capital expenditures are unallowable as indirect costs. See §200.436 Depreciation.

§200.441 Fines, penalties, damages and other settlements.

Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. See also §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.

§200.449 Interest.

(a) General. Costs incurred for interest on borrowed capital, temporary use of endowment funds, or the use of the non-Federal entity's own funds, however represented, are unallowable. Financing costs (including interest) to acquire, construct, or replace capital assets are allowable, subject to the conditions in this section.

(b)(1) Capital assets is defined as noted in §200.12 Capital assets. An asset cost includes

(as applicable) acquisition costs, construction costs, and other costs capitalized in accordance with GAAP.

(2) For non-Federal entity fiscal years beginning on or after January 1, 2016, intangible assets include patents and computer software. For software development projects, only interest attributable to the portion of the project costs capitalized in accordance with GAAP is allowable.

(c) Conditions for all non-Federal entities. (1) The non-Federal entity uses the capital assets in support of Federal awards;

(2) The allowable asset costs to acquire facilities and equipment are limited to a fair market value available to the non-Federal entity from an unrelated (arm's length) third party.

(3) The non-Federal entity obtains the financing via an arm's-length transaction (that is, a transaction with an unrelated third party); or claims reimbursement of actual interest cost at a rate available via such a transaction.

(4) The non-Federal entity limits claims for Federal reimbursement of interest costs to the least expensive alternative. For example, a capital lease may be determined less costly than purchasing through debt financing, in which case reimbursement must be limited to the amount of interest determined if leasing had been used.

(5) The non-Federal entity expenses or capitalizes allowable interest cost in accordance with GAAP.

(6) Earnings generated by the investment of borrowed funds pending their disbursement for the asset costs are used to offset the current period's allowable interest cost, whether that cost is expensed or capitalized. Earnings subject to being reported to the Federal Internal Revenue Service under arbitrage requirements are excludable.

(7) The following conditions must apply to debt arrangements over \$1 million to purchase or construct facilities, unless the non-Federal entity makes an initial equity contribution to the purchase of 25 percent or more. For this purpose, "initial equity contribution" means the amount or value of contributions made by the non-Federal entity for the acquisition of facilities prior to occupancy.

(i) The non-Federal entity must reduce claims for reimbursement of interest cost by an amount equal to imputed interest earnings on excess cash flow attributable to the portion of the facility used for Federal awards.

(ii) The non-Federal entity must impute interest on excess cash flow as follows:

(A) Annually, the non-Federal entity must prepare a cumulative (from the inception of the project) report of monthly cash inflows and outflows, regardless of the funding source. For this purpose, inflows consist of Federal reimbursement for depreciation, amortization

of capitalized construction interest, and annual interest cost. Outflows consist of initial equity contributions, debt principal payments (less the pro-rata share attributable to the cost of land), and interest payments.

(B) To compute monthly cash inflows and outflows, the non-Federal entity must divide the annual amounts determined in step (i) by the number of months in the year (usually 12) that the building is in service.

(C) For any month in which cumulative cash inflows exceed cumulative outflows, interest must be calculated on the excess inflows for that month and be treated as a reduction to allowable interest cost. The rate of interest to be used must be the three-month Treasury bill closing rate as of the last business day of that month.

(8) Interest attributable to a fully depreciated asset is unallowable.

(d) Additional conditions for states, local governments and Indian tribes. For costs to be allowable, the non-Federal entity must have incurred the interest costs for buildings after October 1, 1980, or for land and equipment after September 1, 1995.

(1) The requirement to offset interest earned on borrowed funds against current allowable interest cost (paragraph (c)(5), above) also applies to earnings on debt service reserve funds.

(2) The non-Federal entity will negotiate the amount of allowable interest cost related to the acquisition of facilities with asset costs of \$1 million or more, as outlined in paragraph (c)(7) of this section. For this purpose, a non-Federal entity must consider only cash inflows and outflows attributable to that portion of the real property used for Federal awards.

(e) Additional conditions for IHEs. For costs to be allowable, the IHE must have incurred the interest costs after September 23, 1982, in connection with acquisitions of capital assets that occurred after that date.

(f) Additional condition for nonprofit organizations. For costs to be allowable, the nonprofit organization incurred the interest costs after September 29, 1995, in connection with acquisitions of capital assets that occurred after that date.

(g) The interest allowability provisions of this section do not apply to a nonprofit organization subject to "full coverage" under the Cost Accounting Standards (CAS), as defined at 48 CFR 9903.201-2(a). The non-Federal entity's Federal awards are instead subject to CAS 414 (48 CFR 9904.414), "Cost of Money as an Element of the Cost of Facilities Capital", and CAS 417 (48 CFR 9904.417), "Cost of Money as an Element of the Cost of Capital Assets Under Construction".

§200.472 Training and education costs.

The cost of training and education provided for employee development is allowable.

§200.473 Transportation costs.

Costs incurred for freight, express, cartage, postage, and other transportation services relating either to goods purchased, in process, or delivered, are allowable. When such costs can readily be identified with the items involved, they may be charged directly as transportation costs or added to the cost of such items. Where identification with the materials received cannot readily be made, inbound transportation cost may be charged to the appropriate indirect (F&A) cost accounts if the non-Federal entity follows a consistent, equitable procedure in this respect. Outbound freight, if reimbursable under the terms and conditions of the Federal award, should be treated as a direct cost.

§200.474 Travel costs.

(a) General. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of §200.444 General costs of government, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

(b) Lodging and subsistence. Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as the result of the non-Federal entity's written travel policy. In addition, if these costs are charged directly to the Federal award documentation must justify that:

(1) Participation of the individual is necessary to the Federal award; and

(2) The costs are reasonable and consistent with non-Federal entity's established travel policy.

(c)(1) Temporary dependent care costs (as dependent is defined in 26 U.S.C. 152) above and beyond regular dependent care that

directly results from travel to conferences is allowable provided that:

- (i) The costs are a direct result of the individual's travel for the Federal award;
- (ii) The costs are consistent with the non-Federal entity's documented travel policy for all entity travel; and
- (iii) Are only temporary during the travel period.

(2) Travel costs for dependents are unallowable, except for travel of duration of six months or more with prior approval of the Federal awarding agency. See also §200.432 Conferences.

(d) In the absence of an acceptable, written non-Federal entity policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under Federal awards (48 CFR 31.205-46(a)).

e) Commercial air travel. (1) Airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would:

- (i) Require circuitous routing;
- (ii) Require travel during unreasonable hours;
- (iii) Excessively prolong travel;
- (iv) Result in additional costs that would offset the transportation savings; or
- (v) Offer accommodations not reasonably adequate for the traveler's medical needs. The non-Federal entity must justify and document these conditions on a case-by-case basis in order for the use of first-class or business-class airfare to be allowable in such cases.

(2) Unless a pattern of avoidance is detected, the Federal Government will generally not question a non-Federal entity's determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the non-Federal entity can demonstrate that such airfare was not available in the specific case.

(f) Air travel by other than commercial carrier. Costs of travel by non-Federal entity-owned, -leased, or -chartered aircraft include the cost of lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of such costs that exceeds the cost of airfare as provided for in paragraph (d) of this section, is unallowable.

§200.501 Audit requirements.

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards

must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is

responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

#

APPENDIX #2:

Individuals with Disabilities Education Act (IDEA) Cluster

-
- **84.027 Special Education—Grants to States (IDEA, Part B) IDEA**
 - **84.173 Special Education—Preschool Grants (IDEA Preschool)**
-

SECTION I: PROGRAMMATIC FISCAL REQUIREMENTS**ERROR! BOOKMARK NOT DEFINED.**

1. GRANT BUDGET DEVELOPMENT PROCEDURES (FS-10) Error! Bookmark not defined.
2. GRANT AMENDMENT PROCEDURES (FS-10A).....Error! Bookmark not defined.
3. GRANT FINAL CLAIM PROCEDURES (FS-10F) Error! Bookmark not defined.

SECTION II: PROGRAMMATIC REQUIREMENTS Error! Bookmark not defined.

1. VOLUNTARY COORDINATED EARLY INTERVENING SERVICES (CEIS) Error! Bookmark not defined.
2. CHILD FIND – TIMELY EVALUATIONS AND ELIGIBILITY – STATE PERFORMANCE PLAN – SCHOOL DISTRICT DATA SUBMISSION FOR FEDERAL INDICATORS.....Error! Bookmark not defined.
3. MAINTENANCE OF EFFORT (MOE) CALCULATOR PROCEDURES Error! Bookmark not defined.

SECTION III: GRANT COMPLIANCE SELF-ASSESSMENT AND MONITORING**Error! Bookmark not defined.**

1. GRANT RISK ASSESSMENT AND MONITORING PROCESS**ERROR! BOOKMARK NOT DEFINED.**
2. GRANT PROGRAM COMPLIANCE MONITORING Error! Bookmark not defined.
3. GRANT BUDGET AND EXPENDITURE MONITORING Error! Bookmark not defined.
4. GRANT ACCOUNTING AND REPORTING MONITORING Error! Bookmark not defined.

SECTION I: PROGRAMMATIC FISCAL REQUIREMENTS

1. Grant Budget Development Procedures (FS-10)

Process Owner(s): The **[INSERT ADMINISTRATIVE POSITION]**, or designee, in conjunction with the **[INSERT APPROPRIATE POSITION]**, or designee, are responsible for developing a compliant budget that utilizes the full amount of the award allocation and ensuring submission by the due date.

Procedures:

- Annually in spring, the **[INSERT APPROPRIATE POSITION]** assigned to IDEA, gathers information regarding budget allocation, application submission instructions, and filing deadline from the NYSED IDEA website. The **[INSERT APPROPRIATE POSITION]** then reviews all available information focusing on any changes in filing, deadlines, cost allowability requirements, and/or cost allocation requirements as well as the current application's appendix for IDEA Allowable Costs list.
- The District's funding allocation remains generally consistent year-to-year. As a result, the **[INSERT APPROPRIATE POSITION]** budget development process for the next year's budget begins with a roll forward of the current year's budget. To prepare a roll forward budget, the **[INSERT APPROPRIATE POSITION]** obtains the following information:
 - o Salaries and Benefit Costs - obtains current position detail including salary and benefits information for positions that are currently funded with IDEA grant funding from the **[INSERT APPROPRIATE POSITION]**. For positions that are filled at the time of budget development, salary and benefits information is based on the actual salary and benefits costs for the staff members in the positions. For the positions that are vacant at the time of budget development, the salary and benefits information is based on of the last incumbent who held the position. Code 15 is used for teacher and licensed professionals. Code 16 is used for TAs, clerical, and any other employees that provide ancillary/support services, not direct, special education services. Allowable benefits include FICA, ERS/TRS, Workers' Compensation, Unemployment, Medical and Dental.
 - o Contracts, Supplies, Travel – estimated based on current year's use in these areas
 - o ASEPS - obtains from the Office of Shared Accountability (OSA), the October BEDS numbers for students at Approved Special Education Providers (ASEPS). Calculates the estimated ASEPS allocation by multiplying the BEDS number by the required minimum per pupil allocation. The District provides funding to ASEPs under Education Law Section 4410-b through vendor contracts with the ASEPs for those students with disabilities ages 3-21 (Preschool, Kindergarten, and/or School-age Students) attending non-district special education programs using IDEA Section 611 and/or Section 619 funds.
 - o CEIS – The District allocates up to 15% of the available Part B Section 611 IDEA funds for Coordinated Early Intervening Services (CEIS) during the budget development process for providing services to students that are not currently identified as needing special education or related services, but who need additional academic and behavioral supports to succeed in a general education environment. Services funded are based on the allowable options provided for in 20 USC Section 1413(f)(2) and 34 CFR Section 300.226(b).
 - These services include deployment of the following positions: Behavior Specialist, Behavior Support Specialist, RTI Liaison. The salaries and benefits for these positions are recorded in the CEIS section of the application.

- The Account Clerk/Payroll Personnel verifies that the estimated total cost of salaries and benefits for these positions do not exceed the 15% maximum allocation. If this amount is exceeded, the Account Clerk/Payroll Personnel flags these items for discussion with the Director of Special Education and (or Special Education Leader) to determine whether staffing will be reduced or funded through an alternate source to maintain the currently staffing levels for these services.
- o CCEIS – The District does not elect to fund CCEIS using Section 611 or 619 funds.
- o Parentally Placed – The District plans annually to fund 0.5 FTE Education Specialist's salary and benefits for parentally placed services from Section 611 funds annually.
- o Indirect Costs - indirect costs calculated on the Modified Direct Cost Base (excludes ASEP funding and proposed contract expenditures more than \$25,000) multiplied by the maximum NYSED allowable restricted indirect cost rate.
- o The District has made the financial decision not to utilize IDEA funds for BOCES Services, Minor Remodeling, and Equipment.
- The Superintendent or designee then meets with the Director of Special Education to discuss the roll forward budget, any modifications/additions/reductions to the program's needs in relationship to the roll forward budget and the current year's allocation amount (new staffing, supplies, contracts, travel for conferences). A listing of necessary supplies and contracts is compiled based on current student IEP needs and an evaluation of the effectiveness of the current programs and programmatic tools for continuation or modification for inclusion in the line item budget as well as necessary travel for professional development. The Superintendent or designee evaluates any newly proposed inclusions to ensure the expenditure and purpose meet the funding source guidelines for reasonableness, necessity and allowability. Any questions regarding allowability are referred to the Superintendent or designee
- The Accountant or Treasurer then constructs the FS-10 budgets based on the agreed upon program needs that are allowable costs to fully utilize the maximum allocation amount.
- The Accountant or Treasurer then reviews the proposed budgetary allocations, specifically any newly proposed cost allocations, FS-10 budget and application with the Business Official. This also includes a discussion of any modifications to the allowable costs or guidelines for the program.
- The **Business Official** or designee, then prepared a Resolution for Submission of Grant Proposal(s) for this grant for consideration by the Board of Education including the:
 - o Name of Grant
 - o Funding Source
 - o Schools/Locations
 - o Description of Grant's Purpose
 - o Line Item Budget by FS-10 Budget Cost Category
 - o Positions/FTEs to be Funded
- Upon receipt of Board of Education approval, the **[INSERT APPROPRIATE POSITION]** reviews and submits the application to the Superintendent for approval and responds to any follow-up questions from the Superintendent. Once approved by the Superintendent, the application is mailed via certified mail to NYSED.

- Once the approved FS-10 is received, the **[INSERT APPROPRIATE POSITION]** prepares:
 - o the Grant Set-Up Form (**Attachment #1**) and submits this to the Accounting Department to assign and activate the project/grant number for this year's grant in Finance Manager and grant attributes (budget by FS-10 code, revenue function code(s) to be used, expenditure function code(s) to be used, reporting method and deadline, drawdown method and schedule, SED pass-through number, CFDA number, funding source, MWBE spending requirements, MWBE reporting requirements).
 - o The Grant Risk Assessment Form (**Attachment #2**) which is a self-assessment of risks associated with the grant for the current year.
 - o The **Treasurer** also prepares a Budget Journal/Transfer Form (**Attachment #3**) with the grant's line items budget by budget code. The Budget Journal/Transfer Form is reviewed and approved by the **Business Official** and submitted to the Budget Department for review budget code, dollar amounts agree to budget) and set-up in **Finance Manager** . The budget is not set-up in Finance Manger until the approved budget is received.
- Finally, the **Business Official or Designee** also communicates any changes from the budget submitted to the approved budget to the Director of Special Education as necessary to ensure correct program implementation.
- All workpapers and reports are maintained for a minimum of seven years.

2. Grant Amendment Procedures (FS-10A)

Process Owner(s): The Accountant is responsible for identifying the need for a grant budget amendment prior to the occurrence of overspending and/or when carryover funds are available and preparing the budget amendment form/carry over amendment form. The Superintendent or designee, is responsible for monitoring the due date for submissions of budget amendments and carryover fund budget amendment and ensuring submission by the due date(s).

Procedures:

- The Business Official reviews the spending on the grant in Budget Overview in Finance Manager and discussions with the Superintendent about unanticipated / changing needs. The Treasurer prepares a budget amendment to transfer funds from cost functions or object codes to other cost functions or object codes when:
 - o There is a variance in any major category of expenditure that exceeds 10 percent of the category amount in the approved budget, and that variance exceeds \$10,000; or
 - o A transfer of funds is to be made to a previously unbudgeted category.
 - o The current year's award amount is increased by the amount of the prior year's unspent carryover funds.
- The Amendment is prepared based on quotes for goods/services and/or estimated salary and benefits costs and reviewed and approved by Business Official before submission to the Superintendent for approval and mailing.
- When the approved Amendment is received, the Treasurer prepares a Budget Transfer Form for the grant's amended line item budget by budget code with the Amendment attached. The Budget Journal/Transfer Form is reviewed and approved by the Accountant and submitted to the Business Official for review (budget code accuracy, dollar amounts agree to budget) and set-up in the Finance Manager. The budget is not set-up Finance Manager until the approved budget

amendment is received. After the budget has been adjusted in Finance Manager, the financial grant attributes for FS-10 codes used for Final Claims are adjusted by the Treasurer.

- The **[INSERT APPROPRIATE POSITION]** communicates approval of the amendment and/or any changes from the original submission to the **[INSERT APPROPRIATE POSITION]** as necessary to ensure correct program implementation.
- All workpapers and reports are maintained for a minimum of 7 years.

3. Grant Final Claim Procedures (FS-10F)

Process Owner(s): **[INSERT APPROPRIATE POSITION]** is responsible for overseeing the preparation of accurate, complete and timely FS-10Fs. The **[INSERT APPROPRIATE POSITION]** is responsible for monitoring the due date for submission of the Final Claims and ensuring submission by the due date(s).

Procedures:

- Beginning in the Spring, the **[INSERT APPROPRIATE POSITION]** investigate any unfilled purchase orders and ensure delivery and payment within the allowable grant period and prior to completion of the final claim.
- At the beginning of each month, the **[INSERT APPROPRIATE POSITION]** runs the **(name of financial/mgmt. system)** report for grant filing deadlines to determine which grants have reporting requires due in the next 30 days. This list is compared to the NYSED grant listing to ensure completeness and then assigned to the **[INSERT APPROPRIATE POSITION]** to prepare final claims.
- Final Claims are prepared by on the Final Claims Preparation Checklist (**Attachment #4**).
- Final Claims are then reviewed by the **[INSERT APPROPRIATE POSITION]** before submission to the CFO for approval.
- After approval by the CFO, the FS-10F is submitted to the Superintendent for signature and mailing.
- All workpapers and reports are maintained for a minimum of 7 years.

SECTION II: PROGRAMMATIC REQUIREMENTS

1. Voluntary Coordinated Early Intervening Services (CEIS)

- The District has elected to use up to 15% of IDEA federal funds to provide CEIS. Only school-age students without disabilities may benefit from CEIS. Policy information on CEIS is available at: <http://www.p12.nysed.gov/specialed/publications/policy/ceis908.htm>
- The District is required to review and certify the CEIS data displayed in VR16 by logging into the State's PD Data System at: <http://pd.nysed.gov>. The VR16 report will be under the **2018-19** school year, under End-of-Year reports.

- The District maintains all required data in the District's student information system and student records to complete the required verification.
- The Director and Assistant Directors for Special Education are responsible to complete the "End of Year Verification Reports" as necessary. The Director of Special Education monitors the filing deadlines for reporting.
- All workpapers and reports are maintained for a minimum of 7 years.

2. Child Find – Timely Evaluations and Eligibility – State Performance Plan – School District Data Submission for Federal Indicators

- The District is required to collect and report data through SIRS based on New York State's 6 year rotating cycle for Federal Indicators 7, 8, 11, 12, 13 and 14. All Special Education Administrators are required to be familiar with these Federal Indicators (available at: <http://www.p12.nysed.gov/specialed/spp/plan/contents.htm>). **[INSERT YOUR DISTRICT]**
- The District is schedule for 12 – FY 17/18, 13&14 – FY 18/19, none – FY 19/20, 7 – FY 20/21, 8 – FY 21/22, 11 – FY 22/23, 12 – FY 23/24, 13& 14 – FY 24/25.
- The District maintains all required data in the District's student information system and student records.
- The Director and Assistant Directors for Special Education are responsible to complete the "October Verification Reports" and "End of Year Verification Reports" as necessary. The Director of Special Education monitors the filing deadlines for reporting.
- Required data maintained by the District includes:
 - o date of referral
 - o date of written parent consent for an initial individual evaluation
 - o date of the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) meeting to discuss evaluation results
 - o number of days from receipt of parent consent to evaluate the child and the date of the CPSE or CSE meeting to discuss evaluation results
 - o reasons for delays causing the 60-day timeline to not be met
- In accordance with NYS law and regulations, the evaluation and eligibility determination of a preschool or school age student must be made within 60 school or calendar days of receipt of the parent's consent to evaluation.
- The District recognizes the following as compliant reasons for delays:
 - o Parents withdrew consent to evaluate
 - o Student/parent moved out of school district before the determination of eligibility
 - o Parents refused or repeatedly did not make the child available for the evaluation
 - o Parents cancelled the evaluation/selected another evaluator
 - o Child transferred to a new district after the evaluation period began and parents and new district agreed to an extended time period.
- The CPSE / CSE provides the parent with a list of approved programs that have a multidisciplinary evaluation component. The parent selects the approved evaluation program to

conduct the individual evaluation of his or her child and the board of education arranges for the evaluation by the service provider selected by the parent. In addition, with the consent of the parents, approved evaluators and CPSEs / CSEs must be provided with the most recent evaluation report for a child in transition from programs and services provided pursuant to title two-a of article 25 of the Public Health Law.

- The CPSE / CSE provides the student's parent/guardian with the procedural safeguards notice annually and:
 - o upon initial referral or parent's request for an evaluation
 - o upon request by a parent
 - o upon receipt of the first due process complaint in a school year requesting mediation or an impartial hearing
 - o the first time in a school year when the school district receives a copy of a State complaint submitted to the New York State Education Department (NYSED)
 - o when a decision is made to suspend or remove a child for discipline reasons that would result in a disciplinary change in placement
- In accordance with Part 200.2(c) of the Regulations of the Commissioner of Education, the District maintains and make available it's *Special Education District Plan* that includes:
 - o a description of the nature and scope of special education programs and services currently available to students and preschool students residing in the district, including but not limited to descriptions of the district's resource room programs and each special class program provided by the district in terms of group size and composition;
 - o identification of the number and age span of students and preschool students to be served by type of disability, and recommended setting;
 - o the method to be used to evaluate the extent to which the objectives of the program have been achieved;
 - o a description of the policies and practices of the board of education to ensure the continual allocation of appropriate space within the district for special education programs that meet the needs of students and preschool students with disabilities;
 - o a description of the policies and practices of the board of education to ensure that appropriate space will be continually available to meet the needs of resident students and preschool students with disabilities who attend special education programs provided by boards of cooperative educational services;
 - o a description of how the district intends to ensure that all instructional materials to be used in the schools of the district will be made available in a usable alternative format for each student with a disability at the same time as such instructional materials are available to nondisabled students;
 - o the estimated budget to support such plan;
 - o the date on which such plan was adopted by the board of education.
- All workpapers and reports are maintained for a minimum of 7 years.

3. Maintenance of Effort (MOE) Calculator Procedures

Definitions:

- **Maintenance of Effort (MOE):** Generally, an District may not reduce the amount of local, or State and local, funds that it spends for the education of children with disabilities below the amount it spent for the preceding fiscal year. There are two components to the District MOE requirement – the eligibility standard (§300.203(a)) and the compliance standard (§300.203(b)).
- **MOE Methods:** A District may use any one of the following four methods to meet both the eligibility and compliance standards:
 - o Local funds only
 - o The combination of State and local funds
 - o Local funds only on a per capita basis or
 - o The combination of State and local funds on a per capita basis
- **Eligibility Standard:** The eligibility standard in §300.203(a) requires that, in order to find a District eligible for an IDEA Part B subgrant for the upcoming fiscal year, the State must determine that the District has budgeted for the education of children with disabilities at least the same amount of local, or State and local, funds, as it actually spent for the education of children with disabilities during the most recent fiscal year for which information is available.
- **Compliance Standard:** The compliance standard in §300.203(b) prohibits a District from reducing the level of expenditures for the education of children with disabilities made by the District from local, or State and local, funds below the level of those expenditures from the same source for the preceding fiscal year. In other words, a District must maintain (or increase) the amount of local, or State and local, funds it spends for the education of children with disabilities when compared to the preceding fiscal year.
- **Per Capita:** Per capita, in the context of the District's MOE regulations, refers to the total amount of local, or State and local, funds either budgeted or expended by a District for the education of children with disabilities, divided by the number of children with disabilities served by the District.
- **Comparison Year:** The “comparison year” refers to the fiscal year that a District uses to determine the amount of local, or State and local, funds it must budget or spend, in order to meet both the District's MOE eligibility and compliance standards.
- **Allowable Exceptions to the LEA MOE Requirement:** Under §300.204, there are 5 instances where an LEA may reduce the level of expenditures for the education of children with disabilities made by the LEA below the level of those expenditures for the preceding fiscal year (for the compliance standard), and below the level of those expenditures for the most recent fiscal year for which information is available (for the eligibility standard). They are:
 1. The voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel (e.g., special education teachers, speech pathologists, paraprofessionals assigned to work with children with disabilities)
 2. A decrease in the enrollment of children with disabilities
 3. The termination of the obligation of the agency, consistent with IDEA Part B, to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child—
 - a. Has left the jurisdiction of the agency
 - b. Has reached the age at which the obligation of the agency to provide FAPE to the child has terminated; or
 - c. No longer needs the program of special education;

4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities; and
5. The assumption of cost by the high cost fund operated by the SEA under §300.704(c).

General Considerations:

- o The District MUST meet MOE annually to be eligible for the subsequent year's IDEA Allocation.
- o The District MUST NOT submit their LEA MOE Calculator for current year's Eligibility Standard until the previous year's Calculator has been approved. The reason for this requirement is that the determination regarding whether or not the District meets the current year's Eligibility Standard is based on their previous years Calculator requirements. The District is notified by e-mail once the MOE Calculator submission is approved.
- o NYSED recommends that District that need assistance to complete the expenditure information on the MOE Calculator should contact Questar III BOCES – State Aid and Financial Planning. Questar III has an Excel worksheet and guidance information that will help Districts complete the expenditure information.
- o While the Allowable Exception(s) and/or Adjustments tab is optional, this should be completed annually to ensure that the expenditure amount required for future year's MOE is as low as possible. This may not be needed in the current year to meet MOE but may be needed to meet MOE in future years.
- o Title 34 of the Code of Federal Regulations (CFR) §300.600 requires each state to make determinations annually about the performance of each public school district based on its annual performance relating to State Performance Plan (SPP) indicators. The District has been identified as "Needs Intervention" in the "Performance" category based on performance of students with disabilities at the elementary/middle and/or high school levels on the ESSA accountability indicators and/or the district has one or more schools identified as TSI or CSI for the performance of students with disabilities. Any school district that has been determined to be a district needing assistance, intervention or substantial intervention for not meeting the requirements of Part B of IDEA, including the targets in the State Performance Plan, is prohibited from reducing its maintenance of effort under 34 CFR §300.203 for any fiscal year in which it is identified [34 CFR §300.608].

Process Owner(s): The **[INSERT APPROPRIATE POSITION]** is responsible for the annual preparation of accurate, complete and timely budget and actuals MOE calculator. The **[INSERT APPROPRIATE POSITION]** is responsible for reviewing the MOE calculators prepared and monitoring the due date for submission of the Final Claims and ensuring submission by the due date(s).

Procedures:

- The **[INSERT APPROPRIATE POSITION]** assigned to MOE is responsible gathering information regarding MOE requirements, submission instructions, and filing deadlines from the NYSED IDEA website. The **[INSERT APPROPRIATE POSITION]** reviews all available information focusing on any changes in filing, deadlines, cost allowability requirements, and/or cost allocation requirements and prepared the MOE submissions.

- Maintenance of Effort Calculator for the Eligibility Standard
 - o The current year's eligibility calculator cannot be submitted until the District's prior year eligibility calculator and two year's prior compliance calculator have been approved.
 - o The **[INSERT APPROPRIATE POSITION]** reviews the current MOE calculator instructions and uses the most current version of the eligibility calculator provided by NYSED available at: <http://www.p12.nysed.gov/specialed/finance/idea-grant-application-guidance.html>
 - o To complete the MOE Eligibility calculator:
 - On the current year's MOE tab, select "Eligibility"
 - On the current year's Amount tab, enter the District's Projected Child Count.
 - This is the number of students with disabilities the District plans to provide special education and relates services to according to an IEP or service plan in place.
 - This estimate is based on the prior year's students with disabilities counts from the VR 1-6 & VR 8 Reports modified for any known changes that the Assistant Director of Special Education is aware of.
 - On the current year's Amount tab, enter the District's General Fund Adopted Budget Amounts for the current year and any **non**-Section 611 and 619 special education budgeted expenditures such as budgeted special education summer school programs and transportation:

Possible Account Codes for inclusion in the MOE Expenditure Calculation:

General Fund

- o A 2020 Supervision – Regular School (Special education supervision only)
- o A 2250 Programs for Students with Disabilities School Age- School Year
- o A 2810 Health Services (special ed. services only)
- o A 2820 Psychological Services (special ed. services only)
- o A 2825 Social Work Services (special ed. services only)
- o A 2830 Pupil Personnel Services (special ed. services only)
- o A 9098.0 Employee Benefits - (proportionate share based on applicable special ed. and related services salaries as a percentage of total salaries paid or actual costs for special ed. employees, if available)

Special Aid Fund

- o F 2253 Programs for Students with Disabilities School Age- July/August (Section 4408 Education Law)
- o F 2251 Program for Students with Disabilities – DOH – Chapter 428 – Early Intervention Program
- o F 5511 Summer Transportation Services Students with Disabilities

- To allocate projected expenditures between state and local categories for expenditures where the funding source is not specifically identifiable,
 - o Calculate the state share of revenue
 - + A3101 Basic Formula Aid Excess Cost Aid from Line 127 Total Excess Cost Aids from the GEN report
 - + A3104 Tuition for Students with Disabilities (Chapter 47, 66 and 721)
 - + F3289 Section 4408 School Age July/August Program (Tuition and Other)
 - + F2770 DOH Ch. 428 Early Intervention Program
 - o Divide Total State Aid by Total Expenditure to determine the overall percentage that State Aid funds and apply this percentage to each category of expenses reported.
 - o On the current year's Exc & Adj tab, enter the District's projected exceptions and adjustments:
 - Exception (a) Based on payroll system and general ledger, enter the actual amount paid for salary and benefits for any known terminations/resignations/retirements for any special education or related services personnel that were paid in the prior year with state and/or local funds that will not be paid in the current year and the projected costs of the replacement staff member(s). This does not need to be a 1:1 ratio.
 - Exception (c) Based on the ledger and STAC information, and discussion with the Assistant Director of Special Education, enter the cost reduction associated with the termination of the obligation of the District to provide special education to a particular student with a disability that is an exceptionally costly program due to any of the following reasons: left the jurisdiction, aged out, or no longer needs the program of special education that was paid previously but is not projected to be paid in the current year.
 - Exception (d) Based on the ledger and adopted budget, enter the reduction in cost for any long-term purchases, such as the acquisition of equipment or construction of school facilities that was paid previously but is not projected to be paid in the current year. (THIS IS NORMALLY NOT USED)
 - o Once the MOE Eligibility Calculator is complete, the **[INSERT APPROPRIATE POSITION]** reviews Tab 4 "Multi-Year MOE Summary" to ensure that at least one of the four criteria have been met showing that the District has met the Eligibility Method for LEA MOE.
 - o The **[INSERT APPROPRIATE POSITION]** then reviews the results of the calculator with the (insert appropriate position) and then submits the MOE Calculator via email to idea@nysed.gov with a subject line of "FY MOE Eligibility – Syracuse CSD" with the Director, Comptroller and CFO cc'd.
- Maintenance of Effort Calculator for the Compliance Standard

- o The current year's compliance calculator cannot be submitted until the District's current year eligibility calculator and prior year's compliance calculator have been approved.
- o The **[INSERT APPROPRIATE POSITION]** reviews the current MOE calculator instructions and uses the most current version of the compliance calculator provided by NYSED available at: <http://www.p12.nysed.gov/specialed/finance/idea-grant-application-guidance.html>
- o To complete the MOE Compliance calculator:
 - On the current year's MOE tab, select "Compliance"
 - On the current year's Amount tab, enter the District's Actual Child Counts from the VR 1-6 & VR 8 Reports obtained the Assistant Director of Special Education.
 - On the current year's Amount tab, enter the District's **actual** General Fund expenditures for the current year and **actual** expenditures for any **non**-Section 611 and 619 special education services such as special education summer school programs and transportation:

Possible Account Codes for inclusion in the MOE Expenditure Calculation:

General Fund

- A 2020 Supervision – Regular School (Special education supervision only)
- A 2250 Programs for Students with Disabilities School Age- School Year
- A 2810 Health Services (special ed. services only)
- A 2820 Psychological Services (special ed. services only)
- A 2825 Social Work Services (special ed. services only)
- A 2830 Pupil Personnel Services (special ed. services only)
- A 9098.0 Employee Benefits - (proportionate share based on applicable special ed. and related services salaries as a percentage of total salaries paid or actual costs for special ed. employees, if available)

Special Aid Fund

- F 2253 Programs for Students with Disabilities School Age-July/August (Section 4408 Education Law)
- F 2251 Program for Students with Disabilities – DOH – Chapter 428 – Early Intervention Program
- F 5511 Summer Transportation Services Students with Disabilities

- To allocate actual expenditures between state and local categories for expenditures where the funding source is not specifically identifiable,
 - Calculate the actual state share of revenue
 - o + A3101 Basic Formula Aid Excess Cost Aid from Line 127 Total Excess Cost Aids from the GEN report
 - o + A3104 Tuition for Students with Disabilities (Chapter 47, 66 and 721)

- o + F3289 Section 4408 School Age July/August Program (Tuition and Other)
 - o + F2770 DOH Ch. 428 Early Intervention Program
 - Divide Total State Aid by Total Expenditure to determine the overall percentage that State Aid funds and apply this percentage to each category of expenses reported.
- Verify actual expenditures report to the ST-3 (Schedule A4 and Schedule B3) available through SAMS – these amounts must agree.
- o On the current year's Exc & Adj tab, enter the District's actual expenditure exceptions and adjustments:
 - Exception (a) Based on payroll system and general ledger, enter the **actual** amount of salary and benefits for any known terminations/resignations/retirements (staff are coded as terminated in the HR system) for any special education or related services personnel that were paid in the prior year with state and/or local funds that will not be paid in the current year in the Departing Personnel Section and the **actual** costs of the replacement staff member(s) in the Replacement Personnel Section. This does not need to be a 1:1 ratio.
 - Exception (c) Based on the ledger and STAC information, and discussion with the Assistant Director of Special Education, enter the **actual** cost reduction associated with the termination of the obligation of the District to provide special education to a particular student with a disability that is an exceptionally costly program due to any of the following reasons: left the jurisdiction, aged out, or no longer needs the program of special education that was paid previously but is not projected to be paid in the current year.
 - Exception (d) Based on the ledger and adopted budget, enter the reduction in cost for any long-term purchases, such as the acquisition of equipment or construction of school facilities that was paid previously but is not projected to be paid in the current year. (THIS IS NORMALLY NOT USED)
- o Once the MOE Compliance Calculator is complete, the (insert appropriate position) reviews Tab 4 "Multi-Year MOE Summary" to ensure that at least one of the four criteria have been met showing that the District has met the Compliance Method for LEA MOE.
- o The (insert appropriate position) then reviews the results of the calculator with the (insert appropriate position) and then submits the MOE Calculator via email to idea@nysed.gov with a subject line of "FY MOE Compliance – Syracuse CSD" with the Director, Comptroller and CFO cc'd.
- o All workpapers and reports used to prepare the calculator are maintained for a minimum of seven years.

SECTION III: GRANT COMPLIANCE SELF-ASSESSMENT AND MONITORING

1. Grant Risk Assessment and Monitoring Process

Process Owner(s): [INSERT APPROPRIATE POSITION]

Procedures:

- The Self-Assessment of Risk Form is completed by the **[INSERT APPROPRIATE POSITION]** for the grant for each Federal and State funded grant and submitted with the Grant Set-Up form to the Accounting Department after approval has been received for the grant and prior to commencement of spending of funds.
- The Self-Assessment of Risk Form is reviewed by the **[INSERT APPROPRIATE POSITION]** , or designee. If a grant is identified as high risk, the assessment is reviewed and approved by the **[INSERT APPROPRIATE POSITION i.e Director of Accounting, Director of Special Programs]**, Comptroller and CFO. All parties then place extra scrutiny on any transactions relating to the grant conducted throughout the year.
- The grant Self-Assessment of Risk Form is then reviewed at the quarterly meetings between the Accounting Team and the Program Supervisor to determine whether there have been any changes that would require a re-evaluation of the grant's risk level with follow-up as necessary if the level of risk has changed since the original assessment.
- All workpapers and reports are maintained for a minimum of 7 years.

2. Grant Program Compliance Monitoring

Process Owner(s): **[INSERT APPROPRIATE POSITION]**

Procedures:

- The Assistant Directors of Special Education are responsible for the compliant, efficient, effective program implementation. The Director of Special Education monitors the delivery and quality of programmatic services provided.
- The Special Education Administrative team monitors student progress toward mastery of the learning standards as well as a student's IEP goals. Student progress is monitored through a variety of data points. These include, but are not limited to: performance on district-wide benchmark assessments, report card grades, data from progress monitoring IEP goals, NYS assessments in ELA and Math, NYS Alternative Assessment performance, data collected while tracking progression toward earning a C-DOS credential, and also Regents exam performance.
- The Special Education Department provides cyclical professional development to all applicable staff regarding best practices and use of the intervention tools (i.e. Wilson Learning) and has developed a Coaching Team of turnkey trainers for all program used to allow for trainings to be provided on an immediate as needed basis and to provide in-class coaching.
- The Assistant Director of Special Education and the Coaching Team receiving monitoring reports for all staff and students that show progress and use of the tools monthly. The teaching staff have access to student progress reports through the learning tools and are expected to monitor student growth.
- The Assistant Director and the Coaching Team then evaluates the staff usage and student progress to provide feedback and re-training as needed to the staff.
- A monthly compliance report is prepared for each Principal including staff usage of the available supports allowing the Principal to take the necessary action steps at the building level to ensure appropriate use of the available tools.
- All workpapers and reports are maintained for a minimum of 7 years.

3. Grant Budget and Expenditure Monitoring

Process Owner(s): **[INSERT APPROPRIATE POSITION]**

Procedures:

- The **[INSERT APPROPRIATE POSITION]** monitors spending of funds in accordance with budgeted amounts, facilitating spending and/or repurposing of funds and preparation of an amendment if expenditures are anticipated to exceed the allowable threshold.
- All program expenditures for goods and services are reviewed for allowability, reasonableness and necessity, inclusion in the budget and encumbrance during the grant period in advance by the **[INSERT APPROPRIATE POSITION]**, through the use of a grant pre-authorization form and then by the Director of Special Education on the Purchase Order in **(insert name of financial/mgmt system)**. The **[INSERT APPROPRIATE POSITION]** monitors expenditure compliance with all applicable grant funding guidelines in conjunction with the approval process.

- Quarterly, the **[INSERT APPROPRIATE POSITION]** , or designee prepares a summary of current spending by FS-10 code, detail of salary expenditures by position, and projected spending for the remainder of the fiscal year. This is then reviewed with the Program Supervisor and any potential miscoding, under-spending/over-spending and/or amendment needs are discussed and the teams work together to resolve any issues identified.
- All workpapers and reports are maintained for a minimum of 7 years.

4. Grant Accounting and Reporting Monitoring

Process Owner(s): **[INSERT APPROPRIATE POSITION]**

Procedures:

- The **[INSERT APPROPRIATE POSITION]** , or designee is responsible for the accurate and completeness of recording all revenues and expenditure for the grant including using the appropriate grant budget code and ST-3 code. Ledger reconciliations are completed monthly to monitor and correct any miscoding during the year. Reconciliations are signed by the preparer and the reviewer.
- The **[INSERT APPROPRIATE POSITION]** monitors the accuracy and timely completion of these tasks.
- The **[INSERT APPROPRIATE POSITION]**, or designee is responsible for timely reporting expenditures in the appropriate categories on the FS-10F, ST-3, monthly Board Report, annual Financial Statements and Schedule of Federal Award Expenditures (SEFA).
- The **[INSERT APPROPRIATE POSITION]** reviews the accuracy of and monitors the timely submission of all documents by the applicable filing deadlines.

5. Maintenance of Effort Monitoring

Process Owner(s): **[INSERT APPROPRIATE POSITION]**

Procedures:

- Budget Development Monitoring
 - o The **[INSERT APPROPRIATE POSITION]** assigned to the MOE is responsible for ensuring that MOE is maintained during the General Fund budgeting process. Any potential issues identified with proposed reductions to any of the associated MOE budget codes are discussed and resolved with the **[INSERT APPROPRIATE POSITION]**
 - o The **[INSERT APPROPRIATE POSITION]** reviews MOE compliance in conjunction with the final review of the General Fund Budget.
- Expenditure Monitoring
 - o Quarterly during the year, the **[INSERT APPROPRIATE POSITION]** completes expenditure projections for the MOE budget codes to determine whether the District is on-track to maintain the required MOE compliance for the year based on current spending, encumbrances and projected salaries and benefits.

- o The **[INSERT APPROPRIATE POSITION]** reviews these projections with the **[INSERT APPROPRIATE POSITION]** and any potential underspending issues are addressed with the appropriate functional area staff to ensure sufficient spending occurs by yearend.
- Reporting Deadline Monitoring
 - o The **[INSERT APPROPRIATE POSITION]** assigned to MOE is responsible gathering information regarding MOE requirements, submission instructions, and filing deadlines from the NYSED IDEA website. The **[INSERT APPROPRIATE POSITION]** reviews all available information focusing on any changes in filing, deadlines, cost allowability requirements, and/or cost allocation requirements and prepared the MOE submissions.
 - o The **[INSERT APPROPRIATE POSITION]** is responsible for monitoring the due date for submission of the MOE Calculator for budget and for actuals and ensuring the accuracy and timeliness of the submissions by the applicable due dates.
- Internal Audit Monitoring
 - o Annually beginning in FY 18/19, the District's Internal Audit firm is responsible to complete a review of the MOE Calculator (child count, account expenditures and MOE reduction adjustments/exceptions) and ST-3 IDEA Special Aid Fund (account expenditures) for compliant, accurate, and properly categorized reporting as part of the District's annual risk assessment process.
 - o The **[INSERT APPROPRIATE POSITION]** is responsible for ensuring that this review is included in the scope of the Internal Audit Firm's risk assessment and is included in the Risk Assessment provided to the Audit Committee. The **[INSERT APPROPRIATE POSITION]** is also responsible for ensuring that corrective action is taken for any findings related to the MOE calculator or IDEA program as identified during internal, external and funding source audits and reviews.

#

#

#

Attachment #1: Grant Set-Up Form

GRANT SET UP FORM

Grant Number:

For Special Programs Department Use:

Grant Name: _____ Prior year Grant Number: _____

Grant Manager/Tracker: _____

Start Date: _____ End Date: _____

Funding Source:

Grant Type (Direct, Flow-Through, State, Local): _____

CFDA #, Pass Through #, State #, Local Source: _____

Contact Name, Title: _____

Contact Phone #: _____ Email: _____

Drawdown Method:

Type (FS-25, G5, Invoice, etc.): _____

Frequency (Monthly, Qtrly, etc.): _____

Due Date(s): _____

Indirect Allowed? Yes ☐ No ☐ Indirect Rate: _____

M/WBE Required? Yes ☐ No ☐

New FTE Positions Proposed? Yes ☐ No ☐

Board Approval Received? Yes, month: No ☐

Submitted By: _____ Date: _____

Approved By: _____ Date: _____

For Accounting Department Use:

Budget Amount:

Code 15 _____

Code 18 _____

Code 40 _____

Code 45 _____

Code 46 _____

Code 80 _____

Code 90 _____

Code 49 _____

Code 30 _____

Code 20 _____

Total _____

Revenue Function Number: _____

Indirect Exp. Function Number: _____

Expenditure Function Number (1): _____

Expenditure Function Number (2): _____

Entered By: _____ Date: _____

Budget Input By: _____ Date: _____

Reviewed By: _____ Date: _____

Updated: September 2016

SCSD

Attachment #2: Self-Assessment of Risk Form

SELF-ASSESSMENT OF RISK FORM	
Grant Number: 	
Grant Name: _____	Grant Period: _____
Special Programs Department Use:	Finance Use: Risk Level
1) ☐ Yes ☐ No Is the grant funding new to the District, has the funding source changed (i.e. federal to state), and/or has the oversight agency changed (i.e. DOE to NYSED)? If yes, please explain: _____ 2) ☐ Yes ☐ No Has the funding amount increased or decreased by more than 25% from the prior grant period? If yes, please explain: _____ 3) ☐ Yes ☐ No Is the Grant Manager new to the District and/or new to this specific program/grant this period? (New is defined as a new hire in Special Programs, or not having previous oversight of this particular grant) If yes, list Manager and explain: _____ 4) ☐ Yes ☐ No Is the Project Coordinator(s) new to the District and/or new to this specific program/grant this period? (New is defined as a new hire in the District, or not having previous involvement of this particular grant) If yes, list Coordinator(s) and explain: _____	Circle one H M L Step(s) taken for mod or high risk: _____ Circle one H M L Step(s) taken for mod or high risk: _____ Circle one H M L Step(s) taken for mod or high risk: _____ Circle one H M L Step(s) taken for mod or high risk: _____
1 of 4	Version 9.7.18

Special Programs Department Use:		Finance Use: Risk Level			
5) ☐ Yes ☐ No	Fill in the start date of the grant and the anticipated date the grant will be implemented: _____ _____ Grant Start Date Date of Implementation Is there a risk that that the grant will not be spent in full? If yes, please explain: _____ _____ _____	Circle one <table border="1" style="display: inline-table;"><tr><td>H</td><td>M</td><td>L</td></tr></table> Step(s) taken for mod or high risk: _____ _____ _____ _____ _____	H	M	L
H	M	L			
6) ☐ Yes ☐ No	Were there any struggles with this grant in the 2 prior grant periods? (i.e. implementation challenges, over/underspending of 10% or more, programmatic/compliance findings noted in any audit or monitoring visits, fraud, cost allowability, MWBE, and/or suspension/debarment concerns) If yes, please explain: _____ _____ _____	Circle one <table border="1" style="display: inline-table;"><tr><td>H</td><td>M</td><td>L</td></tr></table> Step(s) taken for mod or high risk: _____ _____ _____ _____	H	M	L
H	M	L			
7) ☐ Yes ☐ No	Does this grant have any matching requirements? If yes, please explain: _____ _____ _____	Circle one <table border="1" style="display: inline-table;"><tr><td>H</td><td>M</td><td>L</td></tr></table> Step(s) taken for mod or high risk: _____ _____ _____ _____	H	M	L
H	M	L			
8) ☐ Yes ☐ No	Does this grant have funds budgeted for equipment or real property purchases? If yes, please explain: _____ _____ _____	Circle one <table border="1" style="display: inline-table;"><tr><td>H</td><td>M</td><td>L</td></tr></table> Step(s) taken for mod or high risk: _____ _____ _____ _____	H	M	L
H	M	L			
9) ☐ Yes ☐ No	Does this grant involve the District awarding funds to a subrecipient(s)? If yes, please explain: _____ _____ _____	Circle one <table border="1" style="display: inline-table;"><tr><td>H</td><td>M</td><td>L</td></tr></table> Step(s) taken for mod or high risk: _____ _____ _____ _____	H	M	L
H	M	L			

Special Programs Department Use:		Finance Use: Risk Level
10) ☐ Yes ☐ No	Are any budgeted expenses on this grant expected to generate program income? If yes, please explain: _____ _____ _____	Circle one ☐ H ☐ M ☐ L Step(s) taken for mod or high risk: _____ _____ _____
11) ☐ Yes ☐ No	Does this grant have non-standard: reporting system, reporting dates, or grant period? (Standard reporting is defined as FS-25 monthly Cash Requests and FS-10F Annual Final Claim due 30 or 90 days after the grant end date; standard grant periods are 7/1 - 6/30 and 9/1 - 8/31) If yes, please list: Report Name(s): _____ Reporting System: _____ (GS, PMS, etc.) Due Date(s): _____	Circle one ☐ H ☐ M ☐ L Step(s) taken for mod or high risk: _____ _____ _____
12) ☐ Yes ☐ No	Does this grant have non-standard: expenditure approval, recording or monitoring system? (Standard is defined as an F Fund budget in PeopleSoft monitored by a grant manager; req's approved by Special Programs grant manager and Director; expenses recorded and reconciled by Finance staff) If yes, please explain: _____ _____ _____	Circle one ☐ H ☐ M ☐ L Step(s) taken for mod or high risk: _____ _____ _____
13) ☐ Yes ☐ No	Does this grant have a non-standard indirect cost rate and/or calculation methodology? (Standard indirect cost rate is defined as NYSED's restricted rate for the fiscal year) If yes, please explain: _____ _____ _____	Circle one ☐ H ☐ M ☐ L Step(s) taken for mod or high risk: _____ _____ _____
14) ☐ Yes ☐ No	Does this grant have allowable cost guidelines for college tuition/course costs, payment of parents, textbooks, and/or purchase of food? (These differ from the General Fund allowable cost guidelines) If yes, please explain: _____ _____ _____	Circle one ☐ H ☐ M ☐ L Step(s) taken for mod or high risk: _____ _____ _____

Special Programs Department Use:		Finance Use: Risk Level
15)	☐ Yes ☐ No	Does this grant have M/WBE requirements? If yes, please note if participation is full or partial? Are the M/WBE reporting requirements non-standard? (Standard M/WBE reporting requirements are quarterly reports due to MWBEGrants@NYSED.gov by the 10th of October, January, April, and July) If yes, please explain:
Circle one ☐ H ☐ M ☐ L Step(s) taken for mod or high risk: 		
16)	☐ Yes ☐ No	Refer to Board of Education Policy 6110 Code of Ethics/Conflict of Interest. Are there any known conflicts of interest with any aspect of this grant and the Grant Manager or Project Coordinator(s)? If yes, please explain:
Circle one ☐ H ☐ M ☐ L Step(s) taken for mod or high risk: 		
Completed by: _____ Grant Manager Date		
Reviewed by: _____ Director/Assistant Director of Special Programs Date		
Finance Department Use:		Review if High Risk Grant:
Reviewed by: _____ Accountant I Date		(High Risk: H=2+, M=3+, H=1 + M=2+) Comptroller/Dir. of Accounting
Reviewed by: _____ Assistant Director of Accounting/Accountant II Date		Date
4 of 4		Version 9.7.18

Attachment #3: Budget Journal / Transfer Form

Syracuse City School District <u>Fiscal Services Department : BUDGET JOURNAL/TRANSFER MEMO</u>			
	Select One:	Budget Journal	Budget Transfer
		☐	☐
Please set-up / transfer the following:	Select One:	Original Budget	Adjustment
		☐	☐
			(Transfers will always be Adjustment)

[illegible]

- ☐ If the budget transfer requires an amendment, please attach.
- ☐ If this is a new budget, please confirm the Board blurb has been completed.

EXPLANATION:

Prepared by: _____ Date: 8/28/2019 Effective Date: _____

Approved by: _____ Date: _____

Fiscal Services Use Only.

Entered by: _____ Date: _____ Journal Entry Number: _____

Posted by: _____ Date: _____ Month BJE posted to: _____

Attachment #4: Final Claim Accounting Checklist

GRANTS FINANCE DIVISION FINAL CLAIM ACCOUNTING CHECKLIST PROJECT/GRANT # _____

STEP 1: FINAL CLAIM PREPARATION

FINAL CLAIM DUE DATE

Date	Initial	Accounting Procedures
		Run Query ZZ_GRANT_LTD_REV_AND_EXP_ONE
		Research expenditures to verify eligibility as necessary (main job codes, ext. of service, percentage of benefits charged vs. salary for reasonableness, expenses in unbudgeted codes, codes over budget, compare expenses charged to budget details by code)
		Recalculate Indirect Cost and verify total calculated agrees to claim When calculating indirect, exclude Codes 20, 49, 90 and contracts > \$25,000
		Recalculate Workers Comp and verify total calculated agrees to claim
		Obtain listing of encumbrances that will not be claimed and those that need to be accrued Prepare a summary listing of accruals included on the Final Claim with support Prepare a summary listing of encumbrances NOT included on the Final Claim with support
		Prepare Expenditure Summary and verify total per ledger agrees to claim
		Prepare Budget Verification and verify budget has not been overspent (document disallowances) Attach copies of the following to the Budget Verification: Budget Overview showing pre-encumbrance and encumbrance amounts Original approved FS-10 budget and budget amendment(s) Federal and State Grant Status Report from NYSED website with budget highlighted

INSERT NAME OF APPROPRIATE REVENUE AND EXPENDITURE REPORTS

STEP 2: FINAL CLAIM REVIEW AND MAILING

Date	Initial	Accounting Procedures
		Final Claim and support approved by the Accountant II
		Email copy of Final Claim to Grant Manager for review. Manager: _____
		Final Claim and support approved by the Director of Special Programs
		Provide Final Claim and Memo to CFO for sign-off on memo
		Provide Final Claim and signed Memo to Superintendent for sign-off on Final Claim
		Make 2 copies of the Revised Final Claim; send out Original Final Claim & 1 copy; file 1 copy in the grant file folder
		Verify that this checklist is complete

Final Claim package for review should include:

- | | |
|---|---|
| <ul style="list-style-type: none"> Final Claim Accounting Checklist Final Claim Expenditure Summary with calculations and backup of indirect costs, encumbrances and accruals Budget Verification | <ul style="list-style-type: none"> Printout of Budget Overview Copy of original approved budget Copy of budget amendments Federal and State Grant Status Report from NYSED Grant file folder |
|---|---|

Version 7.25.18

#

#

APPENDIX 3

CONFLICT OF INTEREST AND DISCLOSURE FORM

#

#

#

Annual Employee Conflict of Interest and Disclosure Form

The District is responsible to identify and manage, reduce or eliminate conflicts of interest that might exist. The key to handling these potential conflicts is full disclosure by our employees of any potential conflict or the appearance of a conflict.

1. I have read and understand the District's Conflict of Interest and Code of Ethics Policy (see attached).

Yes _____ No _____

If no, please explain _____

2. I agree to comply with the District's Policies Conflict of Interest and Code of Ethics.

Yes _____ No _____

If no, please explain _____

Please describe below any relations, transactions, positions you hold or circumstances of which you are aware that you believe could contribute to an actual or perceived conflict of interest between the District and your personal interest-financial, dual loyalty or otherwise:

3. Outside Employment or Service: Identify any outside employment or provision of outside services (owner, board member, employee, etc.) paid or volunteer, current or planned, by you or your family that may pose, or give the appearance of a conflict of interest of which you are aware.

None _____

Information to Disclose: _____

4. Outside Interests, Financial and Other: Identify any interest of positions that you or your family, directly or indirectly hold in any outside entity from which the District secures or is planning to secure goods or services of which you are aware:

None _____

Information to Disclose: _____

5. Gifts, Gratuities, Services and Entertainment: Identify any gifts, gratuities, services or entertainment having a total value of \$75.00 or more in a fiscal year from any outside business or individual that does, or is seeking to do business with the District that you or your family have accepted of which you are aware that might be reasonably regarded as influencing or having the potential of influencing your judgment or actions concerning business of the District.

None _____

Information to Disclose: _____

6. Family or Business Relationship Conflicts: Identify any family or business relationships of which you are aware that you may have with Board of Education members and/or any other employee of the District:

None _____

Information to Disclose: _____

7. Other: Identify any other activities of which you are aware that you or your family are engaged in that might be regarded as or may give appearance of, a conflict of interest.

None _____

Information to Disclose: _____

8. I report that to the best of my knowledge, information and belief, no situation in which I am involved personally or professionally could be construed as a violation of the District's Policies **(Insert District Policy Numbers)** Conflict of Interest or **(Insert District Policy Numbers)** Code of Ethics, or as placing me in a position of having a conflict of interest or the appearance of a conflict of interest with the District that **I have not disclosed above.**

None _____

Information to Disclose: _____

9. I understand that it is my responsibility to contact the District's Office of Human Resources to complete a new Employee Conflict of Interest and Disclosure Form to notify the District of any changes and or additions that may occur throughout the year.

Yes _____ No _____

If no, please explain _____

Reporting Theft and Fraud: In accordance with District Policy a Board Member or District employee who has particular knowledge of specific acts, which he or she reasonably believes constitutes wrongful conduct should disclose the wrongful conduct to the appropriate District Official; the Superintendent of Schools or the Board of Education President. You can report suspected theft or fraud of School District money, equipment, resources, materials, or supplies or the use of School District paid work time for personal gain or profit to the Superintendent of Schools or the Board of Education President. They must strive to keep your identity confidential.

I understand and have read the above sections 1-10: Yes _____ No _____

Employee Name: _____

Employee Signature: _____ Date: _____

PLEASE RETURN (INSERT APPROPRIATE POSITION, I.E. DISTRICT CLERK, HUMAN RESOURCES) BY OCTOBER 1. ALL SUBMISSIONS WILL BE REVIEWED AND ISSUES/CONCERNS WILL BE REPORTED TO THE BOARD PRESIDENT BY OCTOBER 31.

#

APPEND CONFLICT POLICIES

APPENDIX 4

TIME AND EFFORT FORMS#

ATTACHMENT A

INSERT SCHOOL DISTRICT LETTERHEAD HERE

CERTIFICATION OF FEDERAL AWARD

Employees who receive compensation for salaries supported through a federal grant is supported by periodic certification that the employee worked on that program. Indicated below is the period covered by this certification. This certification is signed by the employee and a supervisory official having first-hand knowledge of the work performed by the employee.

Staff Member Name: _____ Name of Federal Grant: IDEA Section 611
Position: _____

☐ ☐ Beginning: (January 1, 2019)
and Ending: (January 31, 2019)

During the month identified above, I certify that I worked solely (100%) on the federal grant program named above.

Signed by Staff Member

Date

Signed by Supervisor
(Insert Name, and Appropriate Supervisory Position, i.e. Director of PPS)

Date

ATTACHMENT B

INSERT SCHOOL DISTRICT LETTERHEAD HERE

CERTIFICATION OF FEDERAL AWARD

Employees who receive compensation for salaries supported through a federal grant is supported by monthly certification that the employee worked on that program. Indicated below is the period covered by this certification. This certification is signed by the employee and a supervisory official having first-hand knowledge of the work performed by the employee.

Staff Member Name:

Name of Federal Grant: IDEA Section 611

Position:

During the dates identified below I worked and received salaries supported on the federal grant program named above:

Dates:
Appointment:

Time:

Total Hours supported through Federal Award:		.0%
Work Performed on Non-Federal Awards:	35 hours weekly	.0%

Total District Funds	100%
----------------------	------

During the months identified above, I certify that I worked and received salaries supported on the federal grant program named above.

Signed by Staff Member

Date

Signed by Supervisor
(Insert Name, and Appropriate Supervisory Position, i.e. Director of PPS)

Date

ATTACHMENT C

INSERT SCHOOL DISTRICT LETTERHEAD HERE

CERTIFICATION OF FEDERAL AWARD

Employees who receive compensation for salaries supported through a federal grant is supported by periodic certification that the employee worked on that program. Indicated below is the period covered by this certification. This certification is signed by the employee and a supervisory official having first-hand knowledge of the work performed by the employee.

Staff Member Name: Name of Federal Grant: IDEA Section 611
Position:

For the months beginning July 1, 2019 and ending August 31, 2019 the dates identified below I worked and received 100% of the salaries supported on the federal grant program named above:

Date:

Appointment:

During the dates
identified above, I certify that I worked and received 100% of the salaries supported on the federal grant
program named above.

Signed by Staff Member

Date

Signed by Supervisor

(Insert Name, and Appropriate Supervisory Position, i.e. Director of PPS)

Date

2019-20

Enclosure V.C
Special Meeting
June 29, 2020

District-Wide

School Safety

Plan



Table of Contents

DISTRICT-WIDE SCHOOL SAFETY PLAN

Policy Statement_____	4
Elements of the District-Wide School Safety Plan_____	4-5
School District Chief Emergency Officer_____	5
District-Wide School Safety Team_____	5
Responsibilities of the District-Wide School Safety Team_____	5-6
Building-Level Emergency Response Team_____	6
Risk Reduction/Prevention and Intervention Strategies_____	6-7
Training, Drills and Exercises_____	7
Implementation of School Security_____	7-8
Vital Educational Agency Information_____	8
Early Detection of Potentially Violent Behavior_____	8
Hazard Identification_____	8-9
Responses to Violence_____	8-9
Reporting_____	9-10
Investigation_____	9
Follow-up_____	9
Evaluation_____	10
Disciplinary Measures_____	10
Code of Conduct_____	10
Emergency Response Protocols Notification and Activation (Internal and External Communication)_____	10-12
Bomb Threats_____	11
Hostage Taking_____	11
Intrusions_____	11
Kidnapping_____	11-12
Responses to Acts of Violence (Implied or Direct Threats)_____	12
Responses to Acts of Violence (Actual)_____	12

Response Protocols_____	12
School Building Chain-of-Command Table_____	13
Emergency Assistance and Advice from Local Government_____	13
District Resources Use and Coordination_____	13
Protective Action Options_____	13
• School Cancellation	
• Early Dismissal	
• Evacuation	
• Sheltering	
○ Shelter-In-Place	
○ Weather Related	
○ Generic/Non-Specific Bomb Threat	
○ Specific Bomb Threat	
• Hold-In-Place	
• Lockdown	
• Lockout	
National Terrorism Advisory System (NTAS)_____	14
Recovery – School District Support for Buildings_____	14
Disaster Mental Health Services_____	14
Forms and Recordkeeping_____	14
Pandemic Planning Template _____	15-17
• School District Pandemic Influenza Planning Checklist _____	18-20

Lawrence Union Free School District

District-Wide School Safety Plan

(Updated May 9, 2019)

Policy Statement

The **District-Wide School Safety Plan** (as required by the SAVE Law – Safe Schools Against Violence in Education – Commissioner of Education Regulation 155.17) has been established to provide for the safety, health and security of both students and staff and allows for input from the entire school community. This particular component of Project SAVE is a comprehensive planning effort that addresses risk reduction/prevention, response and recovery with respect to a variety of emergencies that may occur in the school district and its component school buildings.

The Board of Education has appointed, under the direction of the Superintendent of Schools, a **District-Wide School Safety Team** to develop, implement and maintain all provisions of the Plan. After at least one public meeting, this plan has been adopted by the School Board on August 6, 2018. This Plan incorporates all **Building-Level Emergency Response Plans** that have been developed by the **Building-Level Emergency Response Teams** appointed by the **Building Principals**. In the event of an emergency or violent incident, the initial response at an individual school building will be the responsibility of the school building **Emergency Response Team**. Upon activation of the school building **Emergency Response Team** the Superintendent of Schools or designee and appropriate local emergency response officials will be notified. The nature of any given emergency will dictate the degree of interaction with both State and Local Emergency Response Agencies. The local BOCES Health & Safety Office will assist in development of protocols for accessing these services.

The **District-Wide School Safety Plan** was made available for **public comment 30 days prior to its adoption** and provided for participation of the entire school community. The District-Wide and Building-Level Plans were formally adopted by the School Board after at least one public hearing. As required by law, the **District-Wide School Safety Plan is posted on the school district website by October 15th of each school year** and will be reviewed annually by the District-Wide School Safety Team **by September 1st of each school year**. **Building-Level Emergency Response Plans will be updated by September 1st of each school year** by the Building-Level Emergency Response Team and **filed with both State and Local Police by October 15th of each school year**.

The school district refuses to tolerate violence or threats of violence on school grounds and, by implementation of this Plan, will make every effort to prevent violent incidents from occurring. We will provide the appropriate authority and budgetary resources in support of this effort. Violence prevention is the responsibility of the entire school community and we encourage participation of all individuals. Our Plan requires the prompt reporting of all violent incidents or threats and assures that victims or reporters of incidents of violence will not be discriminated against.

A copy of the District-Wide School Safety Plan is also available upon request at central administration in the office of the Superintendent of Schools. Although the Building-Level Emergency Response Plans are linked to the District-Wide School Safety Plan, in accordance with Education Law Section 2801-a, the **Building-Level Emergency Response Plan will remain confidential and not be subject to disclosure**. This will further ensure safety at the building-level and reduce the potential for planned sabotage.

Elements of the District-Wide School Safety Plan

- ✓ Identification of sites of potential emergencies.
- ✓ Plans for responses to emergencies including school cancellation, early dismissal, evacuation and sheltering.
- ✓ Responses to an implied or direct threat of violence.
- ✓ Responses to acts of violence including threats made by students against themselves including suicide.
- ✓ Prevention and intervention strategies including collaborative arrangements with law enforcement officials to ensure that school safety and security personnel are appropriately trained; non-violent conflict resolution training; peer mediation programs; extended day and other school safety programs.
- ✓ Plans to contact law enforcement officials in the event of a violent incident and arrangements for receiving assistance from emergency and local government agencies.
- ✓ Plans for identification of district resources and coordination of such resources and manpower available during an emergency.
- ✓ Designation of the Chain-of-Command (Incident Command)
- ✓ Plans to contact parents and guardians including when students make threats of violence against themselves.

- ✓ School building security
- ✓ Dissemination of information regarding early detection of potentially violent behavior.
- ✓ Plans to exercise and conduct drills to test the Building-Level Emergency Response Plan including review of tests.
- ✓ Annual school safety training for staff and students.
- ✓ Protocols for bomb threats, hostage taking, intrusions and kidnapping.
- ✓ Strategies for improving communication and reporting of potentially violent incidents.
- ✓ A description of the duties of hall monitors and other school safety personnel with the requirements for training, hiring, and screening process for all personnel acting in a school safety capacity
- ✓ Information about the school district including population, staff, transportation needs and telephone numbers of key school officials.
- ✓ Documentation and record keeping

School District Chief Emergency Officer

The **Superintendent of Schools is the Chief Emergency Officer** and through designated personnel will provide:

- Coordination of communication between school staff/law enforcement/first responders.
- Assistance in the selection of security related technology and procedures for its use.
- Coordination of safety, security, and emergency training for school staff.
- Assistance in required evacuation and lock-down drills completion as required by law.
- Assurance that all school district staff understands the District-Wide School Safety Plan.
- Assurance that the District-Wide School Safety Plan and Building-Level Emergency Response Plans are completed, reviewed annually and updated as needed.

District-Wide School Safety Team

The District-Wide School Safety Team is **appointed by the School District Board of Education** and will always include the representation noted below at a minimum. The major function of the District-Wide School Safety Team is to create the District-Wide School Safety Plan and update as necessary.

- Dr. Ann Pedersen, Superintendent
- Jeremy Feder, Assistant Superintendent for Business and Operations
- TBD, Director of Facilities
- Catherine Santora, Administrative Assistant
- Christine Moore, Principal, School #2 Lawrence Primary School
- Rina Beach, Principal, Lawrence Elementary School
- Willis Perry, Principal, Middle School
- Dr. Jennifer Lagnado-Papp, Principal, High School
- Patricia Almonaitis, Site Supervisor, Lawrence Early Childhood Center at #4 School
- Arleen Rotwein, #2 School Nurse
- Lori Skonberg, Linda Gerard, LTA
- Student Representative (Optional)
-

Responsibilities of the District-Wide School Safety Team

The District-Wide School Safety Team will act as a Threat Assessment Team with the responsibility to assess the vulnerability of the school district to violence and recommend to the Superintendent and School Board preventive actions that they feel are necessary. The Team will meet on a regular basis and minutes of each meeting will be kept. An agenda will be established prior to each meeting. The Team will maintain responsibility for auditing the District-Wide School Safety Plan to determine its success in violence prevention. Some of the teams primary responsibilities will include:

- 1) Recommending training programs for students and staff in violence prevention and mental health. Annual training will be completed by **September 15th** and may be included in existing professional development. New employees will receive training **within 30 days of hire**.
- 2) Dissemination of information regarding early detection of potentially violent behavior.

- 3) Developing response plans to acts of violence and address threats made by students against themselves, including suicide. Will also address methods for contacting parents/guardians when students make threats of violence against themselves.
- 4) Communicating the Plan to students and staff.
- 5) Reviewing previous incidents of violence and examining existing records to identify patterns and trends that may indicate causes of violence (VADIR; OSHA 200 Logs; Incident Logs; Worker Compensation Reports; Police Reports; Accident Investigations; Grievances, etc.).
- 6) Making recommendations necessary for change.
- 7) Arranging for annual security analysis including the inspection of all buildings to evaluate the potential for violence. Possible evaluators include County and Local Police Departments, consultants or District-Wide School Safety Team Sub-Committee or Building-Level Emergency Response Team.
- 8) Recommending improved security measures based on school building inspection results.
- 9) Conducting annual school building survey of students and staff to identify the potential for violent incidents.
- 10) Reviewing survey results and recommending actions that are necessary.

Building-Level Emergency Response Team

The Building-Level Emergency Response Team is **appointed by the School Building Principal**. The major focus of this team is to create, monitor, and update the Building-Level Emergency Response Plan. This team, at a minimum will include the following representation:

- Teacher
- Administrator
- Parent Organization
- School Safety Personnel
- Community Members
- Law Enforcement
- Fire Officials
- Ambulance
- Others

The **Building-Level Emergency Response Team** is responsible for selecting the following:

- **Emergency Response Team** (Core group of actual responders not to be confused with the Building-Level Emergency Response Team which is a larger team for the purposes of planning and monitoring) which has the following representation:
 - School Personnel
 - Law Enforcement Officials
 - Fire Officials
 - Emergency Response Agencies
- **Post-Incident Response Team** (Individuals who can assist in the medical and psychological aftermath of a violent incident or emergency) which has the following representation:
 - Appropriate School Personnel
 - Medical Personnel
 - Mental Health Counselors
 - Others (Psychologists, Social Workers, etc.)

Risk Reduction/Prevention and Intervention Strategies

Program Initiatives in the School District include:

Second Step –SEL curriculum
 Students Against Destructive Decisions
 Social Skills Groups
 Individual & Group Counseling
 Behavioral Intervention Plans
 Mentoring Programs
 Summer School

Lions Quest
Attendance Social Work Outreach
PBIS- Positive Intervention
Family Outreach
Resolving Conflict Creatively Program
ENL (English as a New Language)
SHARP (Alternative School)
No Name Calling
Extra Help
Student Outreach
School Breakfast Program

Training, Drills and Exercises

The best way to train students and staff on emergency response procedures is through annual drills and exercises in each school building. After each drill/exercise or real event, teachers in each classroom will review the purpose of the drill with students. Based on the determination of the District-Wide School Safety Team and the Building-Level Emergency Response Team, at a minimum, the following methods may be used:

- Early Go-home drill
- Live drill including shelter-in-place, hold-in-place, evacuation, lockdown, and lockout.
- Live drill for specific responses (hostage taking, bomb-threat, etc.)
- Situational Drills
- Table top exercises
- Emergency Response Team exercises
- Building pre-clearance searches

The school district recognizes that critical evaluation of drills and exercises is the best learning experience and results in improved response procedures. As a result, the district will invite local agencies to participate in and to help evaluate all exercises. These agencies may include but not be limited to the Police and Fire Departments, Rescue and Ambulance Services, Local Office of Emergency Management and the local BOCES Health & Safety Office. The school district, at least once every school year, shall conduct one test of its emergency response procedures under each of its Building-level Emergency Response Plans including sheltering, lockdown, or early dismissal.

Implementation of School Security

School safety personnel will help carry out the District-Wide School Safety Plan and may include anyone in the school community. These individuals have received appropriate annual training as required under the Regulation. Such training has been conducted in cooperation with the Police Department. These individuals are not to be confused with school security guards that we employ who are regulated under the New York State Security Guard Act that requires specific training, fingerprinting and background checks. All our Security Guards receive 8-hours of pre-assignment and 16-hours of in-service training along with an additional 8-hours of annual refresher training. Our contracted security company is a New York State licensed agency and all our **security guards** are also individually licensed.

Appropriate school building security measures and procedures have been determined by the District-Wide School Safety Team and Building-Level Emergency Response Team after review of school building procedures and practices, emergency response plan, code of conduct, security surveys/audits, and building-level climate surveys. Based on these findings we have implemented the following security measures:

- Entrance guards and hall monitors – guards and monitors strategically placed at all schools. Meetings are conducted periodically to update security practices and procedures (training for front-end monitors).
- Visitor badge/sign-in procedures – personnel approve, sign in and distribute visitor passes through the Visitor Management System. Visitors are announced to their intended destination.
- Employee/HS Student Photo Identification Program – Each employee of the Lawrence Public Schools has been issued a photo identification card to be worn at all times.
- Head Custodians meet all deliveries.
- Video surveillance – cameras installed at strategic locations within buildings.

- NYS certified security guards from Summit Security – located at the High School entrance gates, and internal mobile guard at the High School.
- Regular security audits – conducted periodically with Nassau County Police POP Squad.
- Random searches of lockers – conducted by custodial staff regularly and as information is provided.
- Any other methods deemed necessary to ensure the health and safety of children – see district initiatives on Risk Reduction Prevention and Intervention.

Vital Educational Agency Information

Each Building-Level Emergency Response Plan will contain vital information such as school population, number of staff, transportation needs and telephone numbers of key educational officials.

Early Detection of Potentially Violent Behavior

The District-Wide School Safety Team will make recommendations for appropriate annual training for students and staff in violence prevention and mental health (on-line training may be utilized). Training will include early warning signs of potentially violent behavior and early intervention/prevention strategies. Training will be conducted by in-house staff, local agencies or others as deemed appropriate. Training for students and staff will be conducted annually and include:

- An explanation of what constitutes school violence and a description of the school Code of Conduct. Written information on early detection of potentially violent behavior and a summary of the Code of Conduct.
- Dissemination of the New York State Office of Mental Health one-page handout *What Every Teacher Needs to Know – Recognizing Suicide Risk in Students* and review of the “FACTS” warning signs.
- The district will utilize any resources available for violence prevention and mental health training including those found at the following websites: http://www.p12.nysed.gov/sss/documents/MentalHealthResourcesfor_Educators.pdf and <http://www.p12.nysed.gov/sss/documents/SVPIRequiredComponents.pdf>.
- A description of the school district’s Violence Prevention Program and Safety Plan.
- Information on how to report incidents of violence including threats and verbal abuse.
- How to recognize and respond to school security hazards.
- Review of measures implemented to prevent school violence such as use of security equipment and safety procedures and how to diffuse hostile situations.
- How to summon assistance in the event of an emergency.
- Special procedures for bomb threats, hostage-taking, intrusions and kidnapping.
- Post-incident procedures including medical follow-up and the availability of counseling and referral.
- Student training will include post-drill or actual event review by classroom teachers.

Other methods for informing parents and students include:

- Resolving Conflicts Creatively Program (RCCP)
- School social worker outreach
- School counselor involvement
- SEL
- Anger Management programs
- Mailings to parents on violence prevention and early recognition
- Global Compliance Network

Records will be maintained of all participants along with their evaluation of the training program. Trainers will be knowledgeable and familiar with our District-Wide School Safety Plan.

Hazard Identification

As part of each Building-Level Emergency Response Plan, each Building-Level Emergency Response Team will determine sites of potential emergencies that may impact the individual school building. Such sites may include but not be limited to all school buildings, playground areas, properties adjacent to schools, off-site athletic fields, buses and off-site field trips. Specifically defined areas of current concern include:

- Peninsula Blvd.
- J.F. Kennedy Airport
- Shopping mall
- Flood zone and canals

Responses to Violence (Incident reporting, Investigation, Follow-Up, Evaluation, and Disciplinary Measures)

All incidents of violence, whether or not physical injury has occurred (verbal abuse, threats of violence, etc.), should be reported immediately and documented on the **Violent and Disruptive Incident Report (VADIR) Form**. With the realization that employees and students may otherwise be reluctant to come forward, we will maintain confidentiality. Individuals will be assured that there will be no reprisal for reporting their concerns. Incidents will be reported as follows:

The School Building Principal/Administrator or Designee will be responsible for receiving and responding to all incident reports including anonymous reports. Information on the reporting process for students and staff will be provided as part of the violence prevention training program. Each incident will be reported to and evaluated by the District-Wide School Safety Team (Threat Assessment Team) for the purpose of compiling data and evaluating the Violence Prevention Program.

Relationships have been established with the Police Department and other emergency response agencies at the building level. Representatives from these agencies participate on Building-Level School Safety Teams.

Reporting:

Once an incident has been reported, and depending on its severity, the School Building Principal/Administrator or Designee will assume responsibility as the Incident Commander.

- Report it to the Police Department.
- Secure the area where the disturbance has occurred.
- Ensure the physical safety/medical management of students/staff remaining in the area as soon as possible.
- Ensure that while responding to the incident, the remainder of the building remains appropriately supervised.
- Quickly assess the area of the incident to determine damage as a result of the incident and if it is safe to remain. If necessary, evacuate or shelter as per the Building-Level Emergency Response Plans.
- Provide incident debriefing to students/staff as needed. Notify parents.

Investigation:

After the incident has occurred the Threat Assessment Team will conduct a detailed investigation. It is the purpose of the Team to focus on facts that may prevent recurrence, not find fault. The Team conducting the investigation will:

- Collect facts on how the incident occurred.
- Record information.
- Identify contributing causes.
- Recommend corrective action.
- Encourage appropriate follow-up.
- Consider changes in controls, policy and procedures.

Follow-up:

The school district recognizes the importance of responding quickly and appropriately to the medical and psychological needs of students/staff following exposure to a violent incident. All individuals affected by a violent act in the school district will be provided with appropriate medical and psychological treatment and follow-up. Provisions for medical confidentiality and protection from discrimination will be included to prevent the victims of violent incidents from suffering further loss.

Evaluation:

The District-Wide School Safety Team (Threat Assessment Team) is responsible for ensuring that an initial school building security analysis is conducted and periodically re-evaluated. These physical evaluations will focus on the identification and assessment of school building security hazards and address necessary changes in building practices. These evaluations will review the potential for different types of violent incidents including bomb threats, hostage-taking, intrusions, and kidnapping. Professionals will be utilized from local law enforcement and private consultants as necessary.

Disciplinary Measures:

The school district Code of Conduct will be the basis for determining the appropriate disciplinary measures that may be necessary.

Code of Conduct:

The school district has created a detailed Code of Conduct to describe the expected behavior of students, staff and visitors to school buildings and the disciplinary actions resulting for violations of the Code. The Code, which will be communicated to all students/staff and parents, will serve as a major component of our violence prevention program. The Code will be evaluated annually and revised as necessary to reflect changes in school policies and procedures. A copy of the Code of Conduct will be made available to students, parents, staff and community members.

Emergency Response Protocols Notification and Activation (Internal and External Communication)

Quick and accurate contact with appropriate law enforcement officials is essential in the event of a violent incident. These relationships have been established by participation of local response officials on Building-Level Emergency Response Teams. These individuals and appropriate means of contact are documented in the Building-Level Emergency Response Plan.

Internal communication is also of prime importance and will be specifically defined in the Building-Level Emergency Response Plan. Depending on the nature of the emergency, some of the communication methods will include telephone, fax/e-mail, district radio system, NOAA weather radio, intercom, local media, emergency alert system, cellular phones, and others as deemed necessary. Appropriate notifications and methods will be determined by the District-Wide School Safety Team.

The Superintendent of Schools recognizes his/her responsibility to notify all educational agencies within the school district of a disaster and has established the following notification list:

School	Phone
Lawrence High School	516-295-8000
Lawrence Middle School	516-295-7000
Lawrence Early Childhood Center #4	516-295-6400
Lawrence Elementary School at Broadway	516-812-6121
Lawrence Primary School #2	516-295-6200

In general, parent/guardian notification will be conducted by means of the mass notification phone system. However, in some cases it may be necessary to use other means such as local media. Prior arrangements have been established with the appropriate media.

The school district recognizes that many different types of emergency situations may arise resulting in emergency specific responses. A detailed listing of emergency responses are included in each Building-Level Emergency Response Plan, specifically addressing Criminal Offenses, Fire and Explosion, Medical Emergencies, Natural Hazards, System Failure and Technological Hazards. Each Building-Level Emergency Response Team will be responsible for reviewing and updating these responses and communicating them to students and staff. The following emergency situations are of prime importance:

Bomb Threats:

All school district administrators have familiarized themselves with the Bomb Threat Standards outlined in the Building-Level Emergency Response Plan so that appropriate decisions may be made depending on the exact nature of the situation.

Issues such as searches, pre-clearance, weather conditions, evacuation, sheltering, notification, returning to the building and false bomb threat prevention are addressed in the Building Plan. The **FBI Bomb Threat Call Checklist** will be available at phone reception areas.

Hostage Taking:

The Building-Level Emergency Response Plan for **Missing/Abducted/Kidnapped Student** procedures will be followed in the event of a hostage situation. In general, the following response actions will be taken:

- The first person aware of the situation will immediately notify the principal's office and call 911.
- The school principal or designee will issue the appropriate alert if necessary and isolate the area.
- The school principal or designee will notify the School Superintendent. No response to the media will be given at this time.
- The school principal or designee will turn over authority to the police upon their arrival and assist as requested.

Intrusions:

The Building-Level Emergency Response Plan hazard specific procedures will be followed in the event of an intrusion. In general the following response action will be taken:

- The first person becoming aware of an intruder or suspicious person will immediately report this information to the principal's office.
- The principal or designee will approach the intruder to determine the nature of their presence and ask them for identification.
- The principal or designee will accompany the individual(s) to the proper office or if no acceptable purpose can be ascertained, ask the individual(s) to leave. The principal or designee should ensure that the individual(s) has exited the building and alert staff to prevent unrecognized re-entry.
- If the individual(s) refuse to leave, inform them that they are in violation of the law and that the police will be notified. Notify building security if available and Dial 911 or other appropriate emergency notification.
- **If the situation escalates, plain language** will be utilized to notify all building occupants to lockdown according to pre-defined procedures.
- The School Superintendent's office will be notified so appropriate resources can be made available to the school district.
- The building principal should be prepared to relinquish authority and assist the first emergency responder from the police or emergency services.

Kidnapping:

The Building-Level Emergency Response Plan procedures will be followed in the event of a kidnapping. In general, the following response action will be taken:

- During school hours, **when a student has already been documented as present**, the first person aware of a kidnapping or missing student will immediately notify the principal's office who will obtain student information and photo I.D. School building staff and security personnel will search the building and also utilize the public announcement system.
- Parent/guardian will be notified. If student is not found, police will be notified.
- The school principal will turn over the investigation to the police upon arrival and assist as requested. No information is to be released to the media.
- Parents will be notified immediately if the student is located.
- During school hours, **when a student has not arrived at school**, parent or guardian will immediately be contacted. Parents should be asked to contact the school if the student is located.
- If a student is not legally absent he/she could be lost, a runaway or truant (determine if any friends are also missing).
- The student's means of transportation to school should be reviewed. If student is not located, the police should be notified. Student information and photo I.D. will be obtained.
- The School Superintendent will be notified.
- The school principal will turn over the investigation to the police upon arrival and assist as requested. No information is to be released to the media.
- Parents will be notified immediately if the student is located.

- After school hours, **when a student has not arrived at home**, the school may be notified by a concerned parent/guardian.
- Gather any information available on the student and their departure from school.
- Advise parent/guardian to contact friends.
- Advise parent/guardian to contact police if student is not located. School principal or designee should be available for police investigation.
- Ask parent/guardian to re-contact school if student is located.

Responses to Acts of Violence (Implied or Direct Threats)

Response actions in individual buildings will include:

- Implementation of the Incident Command System.
- Use of staff trained in de-escalation techniques.
- Inform building Principal.
- Determine level of threat with Superintendent.
- Contact law enforcement agency, if necessary.
- Monitor situation, adjust response as appropriate, utilize Building Emergency Response Team if necessary.

Responses to Acts of Violence (Actual)

The following procedures will be followed when responding to actual acts of violence:

- Implementation of the Incident Command System.
- Determine the level of threat.
- If necessary, isolate the immediate area through a Hold-In-Place.
- Inform building Principal/Superintendent.
- If necessary, initiate lockdown procedure and contact appropriate law enforcement agency.
- Monitor situation, adjust response as appropriate, if necessary, initiate early dismissal, sheltering or evacuation procedures.

Response Protocols

Response protocols to specific emergencies will vary but usually will include the following:

- Implementation of Incident Command System
- Identification of decision makers
- Plans to safeguard students and staff
- Procedures to provide transportation, if necessary
- Procedures to notify parents
- Procedures to notify media
- Debriefing procedures

School Building Chain-of-Command Table

School Building	IC #1	IC #2	IC #3
Lawrence High School	Dr. J. Lagnado-Papp	K. Stanley	C. Paulino
Lawrence Middle School	W. Perry	K. McLoughlin	K. Dodd
Lawrence Early Childhood Center #4 School	P. Almonaitis	M. DiCeglio	L. Crespo
Lawrence Elementary School at Broadway	R. Beach	J. Beckmann	TBD
Lawrence Primary School #2	C. Moore	S. Bezalel	TBD

Emergency Assistance and Advice from Local Government

Depending on the nature of the emergency, the school district may need to obtain assistance from local government agencies. During an emergency the Incident Commander will contact 911 to obtain emergency services. Other agencies that may be contacted to obtain assistance may include the Red Cross, Fire Department, Local Police Department, Nassau County Office of Emergency (Commissioner), Nassau County Department of Mental Health, Nassau BOCES District Superintendent, Private Industry Groups, Religious Organizations, among others. For specific assistance beyond the scope of the school district's resources, the Nassau County Office of Emergency Management will coordinate with State and Federal agencies and assist in all post-incident response. These contacts are clearly delineated in the Building-Level Emergency Response Plans.

District Resources Use and Coordination

Building-Level Emergency Response Plans will address the identification, availability, and use of resources. This will include procedures for coordination of these resources including manpower and Chain-Of-Command.

Protective Action Options

Building-Level Emergency Response Plans, which are confidential, address the following response actions as determined by the nature of the emergency. Specific response actions are explained in detail in each building plan:

- **School Cancellation** (Conditions warrant making a decision not to open schools)
- **Early Dismissal** (Conditions warrant returning students to their homes)
- **Evacuation** (Conditions in the building are unsafe warranting relocation)
- **Sheltering** (Conditions warrant movement to a safe place in the building)
 - **Shelter-In-Place (weather related)**
 - **Shelter-In-Place (Generic/Non-specific Bomb Threat)**
 - **Shelter-In-Place (Specific Bomb Threat)**
- **Hold-In-Place** (Conditions warrant isolation of a specific area of the building – usually short-term)
- **Lockdown** (The most serious situation for a school – a threat is in the building)
- **Lockout** (A threat exists outside the school building or in the vicinity)

National Terrorism Advisory System (NTAS)

NTAS advisories – whether they be Alerts or Bulletins – encourage individuals to follow the guidance provided by state and local officials and to report suspicious activity. Where possible and applicable, NTAS advisories will include steps that individuals and communities can take to protect themselves from the threat as well as help detect or prevent an attack before it happens. Individuals should review the information contained in the Alert or Bulletin, and based upon the circumstances, take the recommended precautionary or preparedness measures for themselves and their families.

Bulletin:

Describes current developments or general trends regarding threats of terrorism.

Elevated Threat Alert:

Warns of a credible terrorism threat against the United States.

Imminent Threat Alert:

Warns of a credible, specific, and impending terrorism threat against the United States.

Individuals should report suspicious activity to local law enforcement authorities. Often, local law enforcement and public safety officials will be best positioned to provide specific details on what indicators to look for and how to report suspicious activity. The ***If You See Something, Say Something™*** campaign across the United States encourages the public and leaders of communities to be vigilant for indicators of potential terroristic activity, and to follow the guidance provided by the advisory and/or state and local officials for information about threats in specific places or for identifying specific types of suspicious activity.

Recovery – School District Support for Buildings

The Emergency Response Teams and the Post-Incident Response Teams will be supported in their efforts by all available in-district resources and personnel as required by the nature of the emergency. County and State resources and personnel will be obtained as dictated by the nature of the emergency.

A School District Support Team will be available when necessary to assist all school buildings in their response effort. This Team will be composed of:

- Superintendent of Schools or Designee
- School Business Official
- Director of Facilities
- Nurse
- Others as deemed necessary

Disaster Mental Health Services

The **Building-Level Emergency Response Team** will designate the **Post-Incident Response Team** in each school building to respond in crisis situations and help provide disaster mental health services as outlined in our **Building-Level Emergency Response Plan**. Depending on the scope of the situation, the Nassau County Office of Emergency Management and Department of Mental Health may be contacted to help coordinate a County or State-Wide effort.

Forms and Recordkeeping

The success of our Violence Prevention Program will be greatly enhanced by our ability to document and accurately report on various elements of the program along with training staff on our Plan. This will allow us to monitor its success and update the program as necessary. Forms, resources, and training materials have been developed for this purpose and can be obtained on the **Nassau Schools Emergency Planning Consortium Website** at:

www.nassauschoolemergency.org under the **Safety Plans** tab.

Pandemic Planning

Our District-Wide School Safety Plan is based on addressing the four phases of emergency management (Prevention/Mitigation; Preparedness; Response; Recovery). This Pandemic Plan is built upon the components already existing in our District-Wide School Safety Plan that also incorporates our Building-Level Emergency Response Plans. It is a flexible Plan developed in collaboration with a cross-section of the school community and public health partners and will be updated regularly to reflect current best practices. The Plan will be tested (exercised) routinely as part of the overall exercise of the District-Wide School Safety Plan. The District-Wide School Safety Team assumes responsibility for development and compliance with all provisions of this Plan and implementation at the building level through the Building-Level Emergency Response Team.

Prevention/Mitigation:

- We will work closely with the Nassau County Department of Health to determine the need for activation of our Plan. The following procedures will be followed by school nurses for reporting communicable disease, including influenza, and communicating with the Health Department:
 - Report suspected and confirmed cases of influenza on the monthly school's *Communicable Disease Report*, (DMS-485.7/93; HE-112.4/81) and submit to: Nassau County Department of Health, Bureau of Infectious Diseases, 240 Old Country Road, Mineola, N.Y. 11501.
 - Public Health Consultation and Immediate Reporting: 516-227-9639
 - Weekend/After-hours Consultation and Reporting: 516-742-6154
- The Nassau County Department of Health will monitor County-wide cases of influenza and inform school districts as to appropriate actions.
- The **Superintendent/Assistant Superintendent** will help coordinate our Pandemic planning and response effort. This person will work closely with the District-wide School Safety Team that has responsibility for reviewing and approving all recommendations and incorporating them into the District-Wide School Safety Plan. The school district physician and nurses will be vital members of the Safety Team. Because of the potential importance of technology in the response effort (communication and notification) the school district technology director will also be an important Team member. The Human Resources Director, Business Official, Facility Director, and Curriculum Director will also be vital to the planning effort. Other non-traditional individuals may also be required to be part of the Team.
- The District-wide School Safety Team will review and assess any obstacles to implementation of the Plan. The *CDC School District Pandemic Influenza Planning Checklist* was reviewed for this determination and has considered issues related to Planning and Coordination; Continuity of Student Learning; Core Operations; Infection Control Policies and Procedures; and Communication.
- The school district will emphasize hand-washing and cough/sneezing etiquette through educational campaigns including the CDC Germ Stopper Materials; Cover Your Cough Materials; It's a SNAP Toolkit; and the NSF Scrub Clean; which can all be accessed at <http://www.cdc.gov/flu/school/>.
- We will educate and provide information to parents, staff, and students about our Pandemic Plan and about how to make an informed decision to stay home when ill. We will utilize our website, postings and direct mailings for this purpose.

Preparedness:

- We have collaborated with our partners to assure complementary efforts. We have invited representatives from the Nassau County Department of Health, Police Department, Office of Emergency Management, Department of Mental Health and others to attend our District-wide School Safety Team meetings. This will allow us to send consistent messages to the school community on pandemic related issues.
- The District-wide Command Center will be at **the Superintendent's Office** with the alternate at **the Assistant Superintendent's Office** and will be activated at the direction of the School District Incident Commander. We have established our District-wide Incident Command Structure as follows:

○ Dr. Ann Pedersen	Superintendent	516-295-7030
○ Jeremy Feder	Business Official	516-295-7066
○ TBD	Director of Facilities	516-295-7045

Building-level Command Posts and Incident Command Structures are defined in the Building-Level Emergency Response Plans. Our Incident Command System will complement and work in concert with the Federal, State, and Local Command Systems. Our central administrators and school building principals have completed both the IS 100 (Introduction to Incident Command) IS 362 (Multi-Hazard Emergency Planning for Schools) and IS 700 (National Incident Management System) training courses which are available on-line through the Nassau Schools Emergency Planning Consortium Website at www.nassauschoolemergency.org.

- Communication will be important throughout a pandemic outbreak. It will be necessary to communicate with parents, students, staff, and the school community. Communication methods may include: school postings; general mailings; e-mails; special presentations; phones and cell phones, reverse 911 systems, and the public media. A school district Public Information Officer (PIO) (**Superintendent**) has been designated to coordinate this effort and act as the central point for all communication. The PIO will also retain responsibility for establishing and maintaining contact with accepted media partners. The PIO will work closely with our Technology Director to assure proper function of all communication systems. This coordination will also help assure that as many redundant communication systems as possible are available. **Mass phone notification, email, media, website, etc.**
- Continuity of operations and business office function could be severely impacted by a loss of staff. As such, our plan will include procedures for maintaining essential functions and services. This will include:
 - Overall Operations – we have defined the following decision making authority for the district (**Superintendent, Deputy Superintendent, Business Official, Facilities Director, etc.**). Recognizing the need for these essential individuals to have frequent communication we have established as many redundant communication systems as possible. Our primary communication will be through our normal phone system followed by hand held radios, cell phones and phone mail, e-mail, district automated phone notification system.
 - The Business Office is essential for maintaining overall function and facilities operation. Back-up personnel will be important to maintain purchasing and payroll responsibilities. We have defined the following job titles for having back-up responsibility in these areas (**Business Office Staff**). Recognizing the need for job cross-training, we have trained individuals with the following job titles in the Business Office. We have also established the ability to maintain these essential functions off-site from remote locations.
 - Maintenance of facilities will be difficult with a reduced or absent maintenance staff. The Director of Facilities or back-up designee will keep the business office informed of such status and of the point at which buildings can no longer be maintained. The Director of Facilities has provided building administrators with procedures for maintaining essential building functions (HVAC system operation, alarms, security, etc. along with a list of telephone numbers of outside companies and alternates for repair and maintenance of these systems). If necessary, we will pool maintenance staff to form a mobile central team to help assist in essential building function and cleaning of critical areas such as bathrooms. Teachers may be asked to assist in this effort. If necessary, we may provide spray bottle sanitizers for each classroom teacher for doorknob and desktop disinfection only.
 - Human Resources will be essential in monitoring absenteeism and assuring appropriate delegation of authority. Changes to district policies and procedures to reflect crisis response may become necessary and will be implemented by Human Resources. The Human Resources Director has provided cross-training of staff to ensure essential functions. Human Resources will help develop the Plan, in conjunction with all bargaining units, for emergency use of personnel in non-traditional functions and changes in the normal work day such as alternate or reduced work hours, working from home, etc. Working with administration and local officials, the Human Resources Department will help to decide if schools need to be closed.
- Continuity of instruction will need to be considered in the event of significant absences or school closure. Restructuring of the school calendar may become necessary. We will work closely with the New York State Education Department on this potential result throughout the crisis period. Some of the alternate learning strategies we have implemented to be used in combination as necessary include:
 - Hard copy, self-directed lessons
 - Use of mobile media storage devices for lessons (CDs, Jump Drives, IPODS)
 - On-line instruction; on-line resources; on-line textbooks
 - Communication modalities for assignment postings and follow-up: telephone; Postal Service; cell phone, cell phone mail, text messages; e-mail; automated notification systems; website postings

Response:

- The District-Wide School Safety Team will meet to determine the need for activation of a pandemic response based on internal monitoring and correspondence with the Nassau County Department of Health and other experts. Each Building-Level Emergency Response Team will be informed that the Plan has been activated.
- The entire Incident Command Structure at both the District and Building level will be informed that the response effort has been enacted. These individuals will meet to discuss the Plan's activation and review responsibilities and communication procedures.
- The PIO will work closely with the Technology Director to re-test all communication systems to assure proper function. The District-wide School Safety Team and Building-Level Emergency Response Teams will assist in this effort.
- Based on the latest information from collaboration with our partners, and to send a message consistent with public health authorities, the PIO will utilize the communication methods previously described to alert the school community of the activation of our District-Wide School Safety Plan as it specifically applies to pandemics.
- The Business Official will meet with staff to review essential functions and responsibilities of back-up personnel. Ability to utilize off-site systems will be tested. The Business Official will monitor utilization of supplies, equipment, contracts, and provided services and adjust as necessary.
- The Facility Director will meet with staff and monitor ability to maintain essential function. The Facility Director will review essential building function procedures with the Principal and command chain. Sanitizing procedures will be reviewed with teachers. The Facility Director will work closely with the Business Official or designee to implement different phases of the Plan as necessary.
- The Human Resources Director will meet with staff to review essential functions and responsibilities of back-up personnel. The Human Resources Director will monitor absenteeism to assure maintenance of the Command Structure and possible need to amend existing procedures.
- Based on recommendations from Local and State Authorities, schools may be closed. Our Plan for continuity of instruction will be implemented as previously described.

Recovery:

- Re-establishing the normal school curriculum is essential to the recovery process and should occur as soon as possible. We will work toward a smooth transition from the existing learning methods to our normal process. We will use all described communication methods and our PIO to keep the school community aware of the transition process.
- We will work closely with the New York State Education Department to revise or amend the school calendar as deemed appropriate.
- We will evaluate all building operations for normal function and re-implement appropriate maintenance and cleaning procedures.
- Each Building-Level Post-incident Response Team will assess the emotional impact of the crisis on students and staff and make recommendations for appropriate intervention.
- The District-wide School Safety Team and Building-Level Emergency Response Teams will meet to de-brief and determine lessons learned. Information from the PIO, Business Office, Human Resources, Facility Director, and Curriculum Supervisor will be vital to this effort. The District-Wide School Safety Plan and Building-Level Emergency Response Plans will be revised to reflect this.
- Curriculum activities that may address the crisis will be developed and implemented.

Presented to the Board of Education 7/9/19

SCHOOL DISTRICT (K-12) PANDEMIC INFLUENZA PLANNING CHECKLIST



Local educational agencies (LEAs) play an integral role in protecting the health and safety of their district's staff, students and their families. The Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC) have developed the following checklist to assist LEAs in developing and/or improving plans to prepare for and respond to an influenza pandemic.

Building a strong relationship with the local health department is critical for developing a meaningful plan. The key planning activities in this checklist build upon existing contingency plans recommended for school districts by the U.S. Department of Education (Practical Information on Crisis Planning: A Guide For Schools and Communities <http://www.ed.gov/admins/lead/safety/emergencyplan/crisisplanning.pdf>).

Further information on pandemic influenza can be found at www.pandemicflu.gov.

1. Planning and Coordination:

Completed	In Progress	Not Started	
☐	☐	☐	Identify the authority responsible for declaring a public health emergency at the state and local levels and for officially activating the district's pandemic influenza response plan.
☐	☐	☐	Identify for all stakeholders the legal authorities responsible for executing the community operational plan, especially those authorities responsible for case identification, isolation, quarantine, movement restriction, healthcare services, emergency care, and mutual aid.
☐	☐	☐	As part of the district's crisis management plan, address pandemic influenza preparedness, involving all relevant stakeholders in the district (e.g., lead emergency response agency, district administrators, local public health representatives, school health and mental health professionals, teachers, food services director, and parent representatives). This committee is accountable for articulating strategic priorities and overseeing the development of the district's operational pandemic plan.
☐	☐	☐	Work with local and/or state health departments and other community partners to establish organizational structures, such as the Incident Command System, to manage the execution of the district's pandemic flu plan. An Incident Command System, or ICS, is a standardized organization structure that establishes a line of authority and common terminology and procedures to be followed in response to an incident. Ensure compatibility between the district's established ICS and the local/state health department's and state education department's ICS.
☐	☐	☐	Delineate accountability and responsibility as well as resources for key stakeholders engaged in planning and executing specific components of the operational plan. Assure that the plan includes timelines, deliverables, and performance measures.
☐	☐	☐	Work with your local and/or state health department and state education agencies to coordinate with their pandemic plans. Assure that pandemic planning is coordinated with the community's pandemic plan as well as the state department of education's plan.
☐	☐	☐	Test the linkages between the district's Incident Command System and the local/state health department's and state education department's Incident Command System.
☐	☐	☐	Contribute to the local health department's operational plan for surge capacity of healthcare and other services to meet the needs of the community (e.g., schools designated as contingency hospitals, schools feeding vulnerable populations, community utilizing LEA's healthcare and mental health staff). In an affected community, at least two pandemic disease waves (about 6-8 weeks each) are likely over several months.
☐	☐	☐	Incorporate into the pandemic influenza plan the requirements of students with special needs (e.g., low income students who rely on the school food service for daily meals), those in special facilities (e.g., juvenile justice facilities) as well as those who do not speak English as their first language.
☐	☐	☐	Participate in exercises of the community's pandemic plan.
☐	☐	☐	Work with the local health department to address provision of psychosocial support services for the staff, students and their families during and after a pandemic.

1. Planning and Coordination (cont.):

Completed	In Progress	Not Started	
☐	☐	☐	Consider developing in concert with the local health department a surveillance system that would alert the local health department to a substantial increase in absenteeism among students.
☐	☐	☐	Implement an exercise/drill to test your pandemic plan and revise it periodically.
☐	☐	☐	Share what you have learned from developing your preparedness and response plan with other LEAs as well as private schools within the community to improve community response efforts.

2. Continuity of Student Learning and Core Operations:

Completed	In Progress	Not Started	
☐	☐	☐	Develop scenarios describing the potential impact of a pandemic on student learning (e.g., student and staff absences), school closings, and extracurricular activities based on having various levels of illness among students and staff.
☐	☐	☐	Develop alternative procedures to assure continuity of instruction (e.g., web-based distance instruction, telephone trees, mailed lessons and assignments, instruction via local radio or television stations) in the event of district school closures.
☐	☐	☐	Develop a continuity of operations plan for essential central office functions including payroll and ongoing communication with students and parents.

3. Infection Control Policies and Procedures:

Completed	In Progress	Not Started	
☐	☐	☐	Work with the local health department to implement effective infection prevention policies and procedures that help limit the spread of influenza at schools in the district (e.g. promotion of hand hygiene, cough/sneeze etiquette). Make good hygiene a habit now in order to help protect children from many infectious diseases such as flu.
☐	☐	☐	Provide sufficient and accessible infection prevention supplies (e.g., soap, alcohol-based/waterless hand hygiene products, tissues and receptacles for their disposal).
☐	☐	☐	Establish policies and procedures for students and staff sick leave absences unique to a pandemic influenza (e.g., non-punitive, liberal leave).
☐	☐	☐	Establish sick leave policies for staff and students suspected to be ill or who become ill at school. Staff and students with known or suspected pandemic influenza should not remain at school and should return only after their symptoms resolve and they are physically ready to return to school.
☐	☐	☐	Establish policies for transporting ill students.
☐	☐	☐	Assure that the LEA pandemic plan for school-based health facilities conforms to those recommended for health care settings (Refer to www.hhs.gov/pandemicflu/plan).

4. Communications Planning:

Completed	In Progress	Not Started	
☐	☐	☐	Assess readiness to meet communication needs in preparation for an influenza pandemic, including regular review, testing, and updating of communication plans.
☐	☐	☐	Develop a dissemination plan for communication with staff, students, and families, including lead spokespersons and links to other communication networks.
☐	☐	☐	Ensure language, culture and reading level appropriateness in communications by including community leaders representing different language and/or ethnic groups on the planning committee, asking for their participation both in document planning and the dissemination of public health messages within their communities.

4. Communications Planning (cont.):

Completed	In Progress	Not Started	
☐	☐	☐	Develop and test platforms (e.g., hotlines, telephone trees, dedicated websites, and local radio or TV stations) for communicating pandemic status and actions to school district staff, students, and families.
☐	☐	☐	Develop and maintain up-to-date communications contacts of key public health and education stakeholders and use the network to provide regular updates as the influenza pandemic unfolds.
☐	☐	☐	Assure the provision of redundant communication systems/channels that allow for the expedited transmission and receipt of information.
☐	☐	☐	Advise district staff, students and families where to find up-to-date and reliable pandemic information from federal, state and local public health sources.
☐	☐	☐	Disseminate information about the LEA's pandemic influenza preparedness and response plan (e.g., continuity of instruction, community containment measures).
☐	☐	☐	Disseminate information from public health sources covering routine infection control (e.g., hand hygiene, cough/sneeze etiquette), pandemic influenza fundamentals (e.g., signs and symptoms of influenza, modes of transmission) as well as personal and family protection and response strategies (e.g., guidance for the at-home care of ill students and family members).
☐	☐	☐	Anticipate the potential fear and anxiety of staff, students, and families as a result of rumors and misinformation and plan communications accordingly.



Parents' Bill of Rights for Data Privacy and Security

Lawrence Public Schools is committed to protecting the privacy and security of each and every student's data. Parents/guardians should be aware of the following rights they have concerning their child's data:

- 1 – A student's personally identifiable information cannot be sold or released for any commercial purpose.
- 2 – Parents/guardians have the right to inspect and review the complete contents of their child's education record.
- 3 – The confidentiality of a student's personal identifiable information, protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- 4 – A complete list of all student data elements collected by the State Education Department is available for public review at: <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- 5 – Parents/guardians have the right to file complaints about possible breaches of student data. Parents/guardians may submit a complaint regarding a potential breach by Lawrence Public Schools to Nicole Quinn, Data Privacy Officer/Chief Information Officer, P.O. Box 477, Lawrence, NY 11559. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or emailed to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations developed by the State Education Department's Chief Privacy Officer.
- 6 – Upon the adoption of regulations and guidance from the State Education Department, as required by Education Law 2-d (3) (d) and 2-d (5) (a-b), if Lawrence Public Schools enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, the contract shall include the following supplemental information:
 - a. The exclusive purpose for which the student data, or teacher or principal data, will be used;
 - b. How the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by the data protection and security requirements;
 - c. When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
 - d. If, and how, a parent, a student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - e. Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- 7 – The State Education Department's Chief Privacy Officer will develop additional elements for this Parents' Bill of Rights, which will be prescribed in Regulations of the Commissioner and updated by the agency accordingly.
- 8 – Parents may access the State Education Department's Parents' Bill of Rights at: <http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>

Board Adoption: