

THREE VILLAGE CENTRAL SCHOOL DISTRICT
STONY BROOK, NEW YORK

BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: August 25, 2021

DATE SUBMITTED: August 20, 2021

OFFICE OF ORIGIN: Business Services

CATEGORY OF ITEM: Action

<u>TITLE:</u> APPROVAL OF CONTRACTS WITH OUTSIDE SERVICE PROVIDERS FOR SPECIAL EDUCATIONAL SERVICES
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Staff Recommendation:

Upon recommendation of the Superintendent of Schools be it resolved that the Board of Education approve the *Consultant Services Contract* for special educational services for the 2021-2022 school year with the following providers:

- Eden II/Genesis
- Health Source Group
- Island Tutoring Center
- Lime Interpreting
- Our Lady of Peace Academy
- David Seyfert

Background-Rationale:

A review of the proposals submitted in response to a *Request for Proposal* for various services was conducted and those providers/vendors satisfactorily meeting the required criteria were selected. This resolution is to authorize specialized services provided by this organization for students with disabilities and homebound students.

**THREE VILLAGE CENTRAL SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT**

Eden II/Genesis

This Agreement is entered into this 25 day of August, 2021 by and between the Board of Education of the Three Village Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Suffolk Avenue, Stony Brook, New York, and Eden II/Genesis hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 600 Newbridge Road, East Meadow, New York.

A. **TERM:**

1. The term of this Agreement shall be from July 1, 2021, through June 30, 2022 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **CONDITIONS:**

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

1. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to defend (with counsel selected by the DISTRICT and reasonably approved by the CONSULTANT), indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys'

fees, judgments, fines and amounts rising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide the services set forth in this Agreement to students on an as needed basis.
2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

Augmentative Communication

3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time.
 - a. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
 - b. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of this Agreement.
6. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT'S administrative staff and medical staff. The CONSULTANT agrees to make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
7. CONSULTANT shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. All students' records,

logs, etc., will be the property of the DISTRICT and will be considered mandated records.

8. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.
9. CONSULTANT shall observe and comply with all DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services under this Agreement.
10. CONSULTANT shall perform required background checks and fingerprinting of all staff directly providing services to students, and comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act. CONSULTANT shall provide the DISTRICT with the appropriate proof of clearance for employment by the New York State Education Department.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications (if required), necessary to perform the services under this Agreement. CONSULTANT represents that no individual providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence. CONSULTANT shall provide copies of licenses/certifications of all professionals servicing the DISTRICT upon the execution of this Agreement.
2. In the event that the license/certification of CONSULTANT or any agent or employee thereof is revoked, terminated, suspended or otherwise impaired, or if any litigation becomes pending against CONSULTANT, or in the event that CONSULTANT receives notice of such impending action, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the Cost Summary Sheet which was included in RFP #2021-100, following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
2. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, dates that the invoice covers, and the total amount due for the period specified.
3. The DISTRICT will not incur any charges, should any therapist placed by the CONSULTANT be absent for any reason whatsoever. However, should a student/patient be absent, the DISTRICT will be responsible for payment of the

fee for the therapist as if said student/patient were present, up to a maximum of two (2) hours, unless CONSULTANT receives at least 12 hours advance notice of the absence.

F. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$2,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident.
2. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Bests Rating of A-minus.
3. This Agreement will terminate immediately in the event of cancellation or non-renewal.

G. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that CONSULTANTS failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Three Village Central School District
100 Suffolk Avenue
Stony Brook, NY 11790

To Consultant: Eden II/Genesis
600 Newbridge Road
East Meadow, NY 11554

I. SUCCESSORS AND ASSIGNS:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

J. WAIVER OF RIGHTS

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

K. SEVERABILITY

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

L. GOVERNING LAW/CHOICE OF FORUM/WAIVER OF JURY TRIAL

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations, without regard to the conflicts of law provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court of Suffolk County, New York. The parties shall waive trial by jury in any action concerning this Agreement.

M. CONSTRUCTION OF DOCUMENTS

1. Consultant acknowledges that this document was drafted by the District as a matter of convenience and will not be subject to the principle of construing the meaning against the person who drafted the document.

N. DISCLOSURE

1. The Consultant agrees to disclose to the District if any of the Consultant's owners or employees have a personal or professional relationship with any of the District's employees or member of the Board of Education.

O. NON-DISCRIMINATION REQUIREMENT

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic disposition or carrier status, or marital status.

P. REQUIRED RECORDS

1. The Consultant 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, New York State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records and logs will be the property of the District. The Consultant shall provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Consultant under this Agreement.

Q. CONFIDENTIALITY

1. The Consultant shall maintain the confidentiality of student records in accordance with all applicable laws, regulations, requirements of New York State Education Department and District policies and procedures in force during the term of this Agreement.

R. SIGNING OF ACKNOWLEDGEMENT

1. The Consultant agrees to complete and sign an Acknowledgement Form with regard to the New York State Education Department Waiver for the New York State Public Retirement System with respect to each owner of the Consultant and each principal employee of the Consultant.

S. ENTIRE AGREEMENT:

1. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

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

Eden II/Genesis

Three Village Central School District

By: 

By: President, Board of Education

Date: 8/3/2021

Date: _____

ACKNOWLEDGEMENT WITH REGARD TO
THE NEW YORK STATE EDUCATION DEPARTMENT WAIVER

I, Mary McDonald, verify that I am not a retired member of any New York State Public Retirement System and therefore do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Mary McDonald
Signed

8/3/2021
Date

I, _____, verify that I am a retired member of the New York State Public Retirement System but all collective earnings from any public employment in New York State will not and does not exceed the current earnings limitation. Therefore, I do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, _____, verify that I am a retired member of the New York State Public Retirement System and I expect that my collective earnings from any public employment in New York State will exceed the current earnings limitation. Therefore, I require a waiver from the New York State Education Department and I request that Three Village Central School District file a request for such waiver on my behalf.

Signed

Date



RATE SHEET – FY 2021 / 2022

SERVICES	RATES
Autism/Behavioral Consultation	150/hr
Home Consultation	150/hr
Home/School Coordination	145/hr
Parent Training	145/hr
Behavior Intervention Supervision	110/hr
In-Home Special Education Teacher	90/hr
Behavior Intervention Services	60/hr
Counseling	145/hr
Speech Therapy	115/hr
Social Skills – Individual/ Group Sessions	110/hr
Speech Clinic Feeding Evaluation- (Hourly Rate) Functional Communication Training –(Hourly Rate) IEP/Program Review- (Hourly Rate) Specialized Training-(Hourly Rate)	1,200 -Augmentative / Alternative Communication (AAC)Evaluation
Assessments / Evaluations Psychological-750/1,000 Speech-750/1,000 Educational – 750/1000 ADOS- 1500 Autism Specialty Report-1500 Psycho-Social-500 Vocational/Transition Assessment-750 Functional Behavior Assessment(FBA)-150/hr Behavior Intervention Plan(BIP)-150/hr Diagnostic Evaluation-3,000	Assessment- no standardized testing Evaluation-standardized testing
Job Coach	60/hr
Job Developer	90/hr
Guardianship Consultation / Affidavit form	150/hr
Transition Consultation	150/hr
Programmatic Consultation Staff Development Services	ABA Classroom Development-\$150/hr Ongoing Autism/ABA Classroom Consultation Services-150/hr Autism Program Evaluation- 150/hr 600/ Half Day Training / 1,200. Full Day Training (Other rates / duration available) NYSED Mandated Autism Coursework Training (Call for rates)
Social/ Vocational Preparation Program	\$8,700.00/ 6-week summer session 350/week for 10week afterschool program (10m)

**THREE VILLAGE CENTRAL SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT**

Health Source Group

This Agreement is entered into this 9th day of July, 2021 by and between the Board of Education of the Three Village Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Suffolk Avenue, Stony Brook, New York, and **Health Source Group** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 25 Newbridge Rd, Hicksville, New York.

A. **TERM:**

1. The term of this Agreement shall be from July 1, 2021 through June 30, 2022 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **CONDITIONS:**

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

1. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to defend (with counsel selected by the DISTRICT and reasonably approved by the CONSULTANT), indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys'

fees, judgments, fines and amounts rising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide the services set forth in this Agreement to students on an as needed basis
2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

Nursing Services

3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time.
 - a. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of this Agreement.
6. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT'S administrative staff and medical staff. The CONSULTANT agrees to make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
7. CONSULTANT shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. All students' records, logs, etc., will be the property of the DISTRICT and will be considered mandated records.
8. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.

9. CONSULTANT shall observe and comply with all DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services under this Agreement.
10. CONSULTANT shall perform required background checks and fingerprinting of all staff directly providing services to students, and comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act. CONSULTANT shall provide the DISTRICT with the appropriate proof of clearance for employment by the New York State Education Department.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications (if required), necessary to perform the services under this Agreement. CONSULTANT represents that no individual providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence. CONSULTANT shall provide copies of licenses/certifications of all professionals servicing the DISTRICT upon the execution of this Agreement.
2. In the event that the license/certification of CONSULTANT or any agent or employee thereof is revoked, terminated, suspended or otherwise impaired, or if any litigation becomes pending against CONSULTANT, or in the event that CONSULTANT receives notice of such impending action, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the attached Cost Summary Sheet which was included in RFP # 2021-100, following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
2. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, dates that the invoice covers, and the total amount due for the period specified.
3. The DISTRICT will not incur any charges, should any therapist placed by the CONSULTANT be absent for any reason whatsoever. However, should a student/patient be absent, the DISTRICT will be responsible for payment of the fee for the therapist as if said student/patient were present, up to a maximum of two (2) hours, unless CONSULTANT receives at least 12 hours advance notice of the absence.

F. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Two Million (\$2,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident.
2. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Best Rating of A-minus.
3. This Agreement will terminate immediately in the event of cancellation or non-renewal.

G. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that CONSULTANTS failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Three Village Central School District
100 Suffolk Avenue
Stony Brook, NY 11790

To Consultant: Health Source Group
25 Newbridge Road, Ste 312
Hicksville, NY 11801

I. SUCCESSORS AND ASSIGNS:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

J. WAIVER OF RIGHTS

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

K. SEVERABILITY

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

L. GOVERNING LAW/CHOICE OF FORUM/WAIVER OF JURY TRIAL

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations, without regard to the conflicts of law provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court of Suffolk County, New York. The parties shall waive trial by jury in any action concerning this Agreement.

M. CONSTRUCTION OF DOCUMENTS

1. Consultant acknowledges that this document was drafted by the District as a matter of convenience and will not be subject to the principle of construing the meaning against the person who drafted the document.

N. DISCLOSURE

1. The Consultant agrees to disclose to the District if any of the Consultant's owners or employees have a personal or professional relationship with any of the District's employees or member of the Board of Education.

O. NON-DISCRIMINATION REQUIREMENT

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic disposition or carrier status, or marital status.

P. REQUIRED RECORDS

1. The Consultant 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, New York State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records and logs will be the property of the District. The Consultant shall provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Consultant under this Agreement.

Q. CONFIDENTIALITY

1. The Consultant shall maintain the confidentiality of student records in accordance with all applicable laws, regulations, requirements of New York State Education Department and District policies and procedures in force during the term of this Agreement.

R. SIGNING OF ACKNOWLEDGEMENT

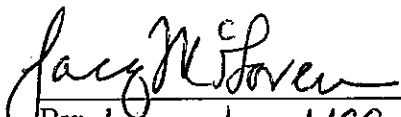
1. The Consultant agrees to complete and sign an Acknowledgement Form with regard to the New York State Education Department Waiver for the New York State Public Retirement System with respect to each owner of the Consultant and each principal employee of the Consultant.

S. ENTIRE AGREEMENT:

1. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

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

Health Source Group


By: Jacquelyn McGovern

Date: 7/9/2021

Three Village Central School District

By: President, Board of Education

Date: _____

EXHIBIT A
HOURLY RATES

Registered Nurse (RN):	\$56.00 PER HOUR
Licensed Practical Nurse (LPN):	\$44.00 PER HOUR
Certified Nursing Assistant (CNA):	\$27.00 PER HOUR
Resource Room Teacher	\$58.00 PER HOUR
Procter (Exams)	\$28.00 PER HOUR
Teacher's Aide	\$26.00 PER HOUR
Teacher's Assistant	\$30.00 PER HOUR

**Additional positions requested can be staffed through an added addendum.*

ACKNOWLEDGEMENT WITH REGARD TO
THE NEW YORK STATE EDUCATION DEPARTMENT WAIVER

I, Jacquelyn McGovern, verify that I am not a retired member of any New York State Public Retirement System and therefore do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Jacquelyn McGovern
Signed

7/9/2021
Date

I, _____, verify that I am a retired member of the New York State Public Retirement System but all collective earnings from any public employment in New York State will not and does not exceed the current earnings limitation. Therefore, I do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, _____, verify that I am a retired member of the New York State Public Retirement System and I expect that my collective earnings from any public employment in New York State will exceed the current earnings limitation. Therefore, I require a waiver from the New York State Education Department and I request that Three Village Central School District file a request for such waiver on my behalf.

Signed

Date

**THREE VILLAGE CENTRAL SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT**

Island Tutoring Center

This Agreement is entered into this _____ day of _____, 2021 by and between the Board of Education of the Three Village Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Suffolk Avenue, Stony Brook, New York, and **Island Tutoring Center** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 12 Hamlet Drive, Hauppauge, New York.

A. **TERM:**

1. The term of this Agreement shall be from July 1, 2021 through June 30, 2022 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **CONDITIONS:**

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

1. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to defend (with counsel selected by the DISTRICT and reasonably approved by the CONSULTANT), indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys'

fees, judgments, fines and amounts rising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide the services set forth in this Agreement to students on an as needed basis
2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

Tutoring Services

3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time.
 - a. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of this Agreement.
6. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT'S administrative staff and medical staff. The CONSULTANT agrees to make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
7. CONSULTANT shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. All students' records, logs, etc., will be the property of the DISTRICT and will be considered mandated records.
8. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.

9. CONSULTANT shall observe and comply with all DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services under this Agreement.
10. CONSULTANT shall perform required background checks and fingerprinting of all staff directly providing services to students, and comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act. CONSULTANT shall provide the DISTRICT with the appropriate proof of clearance for employment by the New York State Education Department.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications (if required), necessary to perform the services under this Agreement. CONSULTANT represents that no individual providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence. CONSULTANT shall provide copies of licenses/certifications of all professionals servicing the DISTRICT upon the execution of this Agreement.
2. In the event that the license/certification of CONSULTANT or any agent or employee thereof is revoked, terminated, suspended or otherwise impaired, or if any litigation becomes pending against CONSULTANT, or in the event that CONSULTANT receives notice of such impending action, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the attached Cost Summary Sheet which was included in RFP #2021-100, following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
2. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, dates that the invoice covers, and the total amount due for the period specified.
3. The DISTRICT will not incur any charges, should any therapist placed by the CONSULTANT be absent for any reason whatsoever. However, should a student/patient be absent, the DISTRICT will be responsible for payment of the fee for the therapist as if said student/patient were present, up to a maximum of two (2) hours, unless CONSULTANT receives at least 12 hours advance notice of the absence.

F. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Two Million (\$2,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident.
2. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Best Rating of A-minus.
3. This Agreement will terminate immediately in the event of cancellation or non-renewal.

G. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that CONSULTANTS failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Three Village Central School District
100 Suffolk Avenue
Stony Brook, NY 11790

To Consultant: Island Tutoring Center
12 Hamlet Drive
Hauppauge, NY 11788

I. SUCCESSORS AND ASSIGNS:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

J. WAIVER OF RIGHTS

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

K. SEVERABILITY

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

L. GOVERNING LAW/CHOICE OF FORUM/WAIVER OF JURY TRIAL

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations, without regard to the conflicts of law provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court of Suffolk County, New York. The parties shall waive trial by jury in any action concerning this Agreement.

M. CONSTRUCTION OF DOCUMENTS

1. Consultant acknowledges that this document was drafted by the District as a matter of convenience and will not be subject to the principle of construing the meaning against the person who drafted the document.

N. DISCLOSURE

1. The Consultant agrees to disclose to the District if any of the Consultant's owners or employees have a personal or professional relationship with any of the District's employees or member of the Board of Education.

O. NON-DISCRIMINATION REQUIREMENT

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic disposition or carrier status, or marital status.

P. REQUIRED RECORDS

1. The Consultant 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, New York State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records and logs will be the property of the District. The Consultant shall provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Consultant under this Agreement.

Q. CONFIDENTIALITY

1. The Consultant shall maintain the confidentiality of student records in accordance with all applicable laws, regulations, requirements of New York State Education Department and District policies and procedures in force during the term of this Agreement.

R. SIGNING OF ACKNOWLEDGEMENT


1. The Consultant agrees to complete and sign an Acknowledgement Form with regard to the New York State Education Department Waiver for the New York State Public Retirement System with respect to each owner of the Consultant and each principal employee of the Consultant.

S. ENTIRE AGREEMENT:

1. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

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

Island Tutoring Center


By: Steve Thode

Date: 7/2/21

Three Village Central School District

By:
President, Board of Education

Date: _____

ACKNOWLEDGEMENT WITH REGARD TO
THE NEW YORK STATE EDUCATION DEPARTMENT WAIVER

I, Steven C. Thode, verify that I am not a retired member of any New York State Public Retirement System and therefore do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.


Signed

7/2/21
Date

I, _____, verify that I am a retired member of the New York State Public Retirement System but all collective earnings from any public employment in New York State will not and does not exceed the current earnings limitation. Therefore, I do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, _____, verify that I am a retired member of the New York State Public Retirement System and I expect that my collective earnings from any public employment in New York State will exceed the current earnings limitation. Therefore, I require a waiver from the New York State Education Department and I request that Three Village Central School District file a request for such waiver on my behalf.

Signed

Date

COST SUMMARY FORM

RFP 2021 -100 Pupil Personnel Contracted Services

Proposer Name Island Tutoring Center Inc.

	Individual 30 Minute Session	Individual 45 Minute Session	Group Direct Services, Per Group Session, Up to 5 students, 30 Minute Session	Consultation 30 Minute Session	Evaluation (Per Eval.)	CSE Sessions (Estimated 45 min/session)
ABA Services						
Augmentative Technology						
Assistive Technology						
Behavior Assessment & Intervention						
Behavioral Training						
Bilingual Psychological						
Bilingual Special Education						
Bilingual Speech Education						
Community Based Life Skills Training-Student						
Consultant Services-						
Counseling Services						
Evaluations						
Hearing or Vision Services						
Home Health Aide						
Interpreter -Foreign Languages						
Interpreter - Sign Language						
Job Coaching-Student						
Job Development						
LPN Services						
Occupational Therapy						

• Educational Eval
 • Speech Eval
 • Psychological Eval

495

595

595

COST SUMMARY FORM

RFP 2021-100 Pupil Personnel Contracted Services

Proposer Name Island Tutoring Center Inc.

	Individual 30 Minute Session	Individual 45 Minute Session	Group Direct Services, Per Group Session, Up to 5 students, 30 Minute Session	Consultation 30 Minute Session	Evaluation (Per Eval.)	CSE Session (Estimated 45 min. session)
Orientation & Mobility Services						
Parent Training						
Person Centered Transition Planning						
Physical Therapy						
Psychology Services						
Recreational Therapy						
Resource Room						
RN Services						
Skills Training and Inclusion						
Special Education Itinerant Services						
Special Education Teacher Services						
Speech Language						
Staff Training/Supervision						
Other						
Resource Room						
Individual	75/hr.					
Group 2	90/hr.					
Group 3	105/hr.					
Group 4	120/hr.					
Group 5	135/hr.					

**THREE VILLAGE CENTRAL SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT**

Time Interpreting

This Agreement is entered into this 2 day of July, 2021 by and between the Board of Education of the Three Village Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Suffolk Avenue, Stony Brook, New York, and Time Interpreting (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1070 Middle Country Rd, Ste. 7-142, Seiden New York.

A. TERM:

1. The term of this Agreement shall be from July 1, 2021, through June 30, 2022 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

1. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to defend (with counsel selected by the DISTRICT and reasonably approved by the CONSULTANT), indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys'

fees, judgments, fines and amounts rising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide the services set forth in this Agreement to students on an as needed basis.
2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

Sign Language Interpreting

3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time.
 - a. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
 - b. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of this Agreement.
6. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT'S administrative staff and medical staff. The CONSULTANT agrees to make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
7. CONSULTANT shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. All students' records,

logs, etc., will be the property of the DISTRICT and will be considered mandated records.

8. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.
9. CONSULTANT shall observe and comply with all DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services under this Agreement.
10. CONSULTANT shall perform required background checks and fingerprinting of all staff directly providing services to students, and comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act. CONSULTANT shall provide the DISTRICT with the appropriate proof of clearance for employment by the New York State Education Department.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications (if required), necessary to perform the services under this Agreement. CONSULTANT represents that no individual providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence. CONSULTANT shall provide copies of licenses/certifications of all professionals servicing the DISTRICT upon the execution of this Agreement.
2. In the event that the license/certification of CONSULTANT or any agent or employee thereof is revoked, terminated, suspended or otherwise impaired, or if any litigation becomes pending against CONSULTANT, or in the event that CONSULTANT receives notice of such impending action, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the Cost Summary Sheet which was included in RFP #2021-100, following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
2. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, dates that the invoice covers, and the total amount due for the period specified.
3. The DISTRICT will not incur any charges, should any therapist placed by the CONSULTANT be absent for any reason whatsoever. However, should a student/patient be absent, the DISTRICT will be responsible for payment of the

fee for the therapist as if said student/patient were present, up to a maximum of two (2) hours, unless CONSULTANT receives at least 12 hours advance notice of the absence.

F. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$2,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident.
2. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Bests Rating of A-minus.
3. This Agreement will terminate immediately in the event of cancellation or non-renewal.

G. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that CONSULTANTS failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Three Village Central School District
100 Suffolk Avenue
Stony Brook, NY 11790

To Consultant: Lime Interpreting
1070 Middle Country Road
Selden, NY 11784

I. SUCCESSORS AND ASSIGNS:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

J. WAIVER OF RIGHTS

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

K. SEVERABILITY

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

L. GOVERNING LAW/CHOICE OF FORUM/WAIVER OF JURY TRIAL

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations, without regard to the conflicts of law provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court of Suffolk County, New York. The parties shall waive trial by jury in any action concerning this Agreement.

M. CONSTRUCTION OF DOCUMENTS

1. Consultant acknowledges that this document was drafted by the District as a matter of convenience and will not be subject to the principle of construing the meaning against the person who drafted the document.

N. DISCLOSURE

1. The Consultant agrees to disclose to the District if any of the Consultant's owners or employees have a personal or professional relationship with any of the District's employees or member of the Board of Education.

O. NON-DISCRIMINATION REQUIREMENT

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic disposition or carrier status, or marital status.

P. REQUIRED RECORDS

1. The Consultant 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, New York State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records and logs will be the property of the District. The Consultant shall provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Consultant under this Agreement.

Q. CONFIDENTIALITY

1. The Consultant shall maintain the confidentiality of student records in accordance with all applicable laws, regulations, requirements of New York State Education Department and District policies and procedures in force during the term of this Agreement.

R. SIGNING OF ACKNOWLEDGEMENT

1. The Consultant agrees to complete and sign an Acknowledgement Form with regard to the New York State Education Department Waiver for the New York State Public Retirement System with respect to each owner of the Consultant and each principal employee of the Consultant.

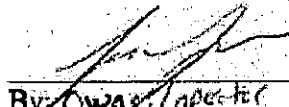
S. ENTIRE AGREEMENT:

1. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

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

LIME INTERPRETING

Three Village Central School District

By:  James Byrne

By: President, Board of Education

Date: 7/2/01

Date:

ACKNOWLEDGEMENT WITH REGARD TO

THE NEW YORK STATE EDUCATION DEPARTMENT WAIVER

I, James Byrne, verify that I am not a retired member of any New York State Public Retirement System and therefore do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.


Signed

7/2/21
Date

I, _____, verify that I am a retired member of the New York State Public Retirement System but all collective earnings from any public employment in New York State will not and does not exceed the current earnings limitation. Therefore, I do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, _____, verify that I am a retired member of the New York State Public Retirement System and I expect that my collective earnings from any public employment in New York State will exceed the current earnings limitation. Therefore, I require a waiver from the New York State Education Department and I request that Three Village Central School District file a request for such waiver on my behalf.

Signed

Date



RFP

Lime Interpreting

1070 Middle Country Rd Suite 7-162

Selden, NY 11784

Voice: 1.877.709.LIME (5463)

Fax: 1.877.501.1511

Email: info@LimeInterpreting.com

www.LimeInterpreting.com

Proposal to provide American Sign Language/English interpreting services to Three Village Central School District.

Management and Qualifications:

Lime Interpreting, LLC aims to provide qualified and professional interpreters to meet the language needs of the individuals we serve. Interpreters that work with Lime Interpreting LLC will adhere to RID's Code of Professional Conduct ensuring an accurate portrayal of all parties involved. Interpreters shall keep all assignment related information strictly confidential. Interpreters shall render the message faithfully, always conveying the content and spirit of the speaker, using the language most readily understood by the person(s) receiving the service. Interpreters shall not counsel, advise, or interject personal opinions. Lime Interpreting shall use Nationally Certified American Sign Language/English Interpreters and/or interpreters who are qualified to perform assignments using discretion with regard to skill, setting, and the person(s) involved. Lime Interpreting may also use judgment, to assign qualified interpreters to perform assignments using discretion with regard to skill, setting, and the person(s) involved.

Cost:

Certified Interpreter:

For Services provided in Nassau and Suffolk Counties between the hours of 7:00 AM to 7:00 PM, Monday through Friday:

Seventy-five Dollars (\$75.00) per hour, 2 hour minimum. Any assignments longer than 2 hours will be billed in half hour increments.

For services provided in Nassau and Suffolk Counties between the hours of 7:00PM to 7:00 AM, and weekends:

Eighty Dollars (\$80.00) per hour, 2 hour minimum. Any assignments longer than 2 hours will be billed in half hour increments.

For services provided in Nassau and Suffolk Counties requested with less than 24 hour notice:

One hundred dollars (\$100.00) per hour, 2 hour minimum. Any assignments longer than 2 hours will be billed in half hour increments.

Emergency assignments requested in Nassau and Suffolk Counties outside of normal office operating hours (weekends):

One hundred dollars (\$100.00) per hour, 2 hour minimum. Any assignments longer than 2 hours will be billed in half hour increments.

Pre-certified Interpreter:

For Services provided in Nassau and Suffolk Counties between the hours of 7:00 AM to 7:00 PM, Monday through Friday:

Seventy Dollars (\$70.00) per hour, 2 hour minimum. Any assignments longer than 2 hours will be billed in half hour increments.

For services provided in Nassau and Suffolk Counties between the hours of 7:00PM to 7:00 AM, and weekends:

Seventy-five Dollars (\$75.00) per hour, 2 hour minimum. Any assignments longer than 2 hours will be billed in half hour increments.



Lime Interpreting

1070 Middle Country Rd. Suite 7-162

Selden, NY 11784

Voice: 1.877.709.LIME (5463)

Fax: 1.877.501.1511

Email: info@LimeInterpreting.com

www.LimeInterpreting.com

For services provided in Nassau and Suffolk Counties requested with less than 24 hour notice:

Ninety-five dollars (\$95.00) per hour, 2 hour minimum. Any assignments longer than 2 hours will be billed in half hour increments.

Emergency assignments requested in Nassau and Suffolk Counties outside of normal office operating hours (weekends):

Ninety-five dollars (\$95.00) per hour, 2 hour minimum. Any assignments longer than 2 hours will be billed in half hour increments.

Additional information:

- A. Certified interpreter is defined as an interpreter holding a certification given by or recognized by the Registry of Interpreters for the Deaf (RID).
- B. Pre-certified interpreter is defined as an interpreter that has successfully passed the written portion of the National Interpreter Certification (NIC) exam.
- C. Any requests made outside of normal business hours (M-F 9am - 5pm excluding holidays) will be processed as received on 9am of the next business day.
- D. Lime Interpreting, LLC Cancellation Policy:
 - **For a single day assignment:** LI requires that we receive and acknowledge the cancellation request with at least 48 hours (2 days) notice prior to the date of the assignment in order for the job to be cancelled without charge.
 - **For multiple day assignments (2-4 days):** LI requires that we receive and acknowledge the cancellation request with at least 96 hours (4 days) notice prior to the date of the assignment in order for the job to be cancelled without charge.
 - **For multiple day assignments 5 days or longer:** LI requires that we receive and acknowledge the cancellation request with at least 192 hours (8 days) notice prior to the date of the assignment in order for the job to be cancelled without charge.
 - **For educational assignments:** In the event that a student no longer needs interpreter services, transfers or withdrawals during the school year/semester, payment for the cancelled ongoing assignment will be billable for one (1) full week of scheduled services.
- E. Professional interpreters will not take on the role of classroom aide, tutor or any other paraprofessional duties. They may attend CSE meetings as a participant or an interpreter but not both simultaneously.
- F. In some situations a team of interpreters may be required. The decision to require 2 or more interpreters will be at the discretion of Lime Interpreting, LLC and will be decided upon after a consultation with the client (Three Village Central School District).
- G. Preferred practice would suggest that the typical school day be divided between two interpreters. The efficacy of this is depended on the student and will be decided upon after a consultation with the client (Three Village Central School District).

EDUCATIONAL SERVICES CONTRACT

This Agreement by and between the Board of Education of the Three Village Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Suffolk Avenue, Stony Brook, NY 11790, and Our Lady of Peace Academy (OLPA) at Montfort Therapeutic Residence Ministry for Hope, Inc. (MTR) (jointly referred to as SCHOOL or MTR/OLPA), having its principal place of business for the purpose of this Agreement at P.O. Box 358, Port Jefferson, New York.

W I T N E S S E T H

WHEREAS, the SCHOOL is an institution for the care, custody and treatment of children, licensed by the Office of Children and Family Services (OCFS) and Our Lady of Peace Academy (OLPA) is the non-public school affiliated with MTR to establish, conduct, operate and maintain an educational program consisting of grades 7 through 12, for children eligible to receive an education at District expense, who are currently residing at the MTR program; and

WHEREAS, the individual(s) listed in the attached Confidential Schedule "A" is eligible to receive instructional services from OLPA at District expense because he/she is under the age of 21 and has not received a high school diploma; and

WHEREAS, the individual listed in the attached Confidential Schedule "A" is a resident of the Three Village Central School District; and

WHEREAS the DISTRICT is obligated to provide educational services to the individual(s) listed in the attached Confidential Schedule "A"; and

WHEREAS, the DISTRICT is authorized under New York State Education Law Section 3202(6) to contract with schools connected to institutions for the care, custody and treatment of children for the provision of educational services to children cared for in such institutions; and

WHEREAS, OLPA is a registered non-public school chartered by the Regents of the University of the State of New York as a non-profit education corporation authorized to establish, conduct, operate and maintain an educational program, grades seven through twelve, for children of school age who receive services from MTR; and

WHEREAS, the DISTRICT wishes to enter into a contract with MTR for the provision of educational services by OLPA to the individual(s) listed in the attached Confidential Schedule "A".

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall begin on the student(s) listed on Confidential Schedule "A" first day of instruction at MTR and continue through the period within which said student(s) is enrolled in MTR and entitled to instructional services at DISTRICT expense or June 30, 2022, whichever is earlier, unless otherwise cancelled or terminated as set forth herein.

B. CONDITIONS:

The following terms and conditions shall govern the performance of this Agreement:

1. This Agreement, and any amendments to this Agreement, shall not be effective until agreed to in writing and signed by authorized representatives of both parties.
2. OLPA shall maintain its status as an SED chartered educational services provider or approved special education provider in the case of students with disabilities, for the duration of this Agreement. In the event that OLPA fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay MTR/OLPA for services rendered during any period of time in which OLPA fails to maintain its status as an SED chartered or approved special education provider in the case of students with disabilities. MTR/OLPA shall reimburse the DISTRICT for any payments already received for services rendered during the period of time it is not an SED approved education provider or approved provider of special education services as the case may be.

C. SERVICES AND RESPONSIBILITIES:

1. MTR/OLPA shall provide a program of educational instruction in accordance with all applicable federal, State and local laws, rules, and regulations, as well as policy guidance from the New York State Education Department.
2. The attached Confidential Schedule "A," shall be deemed incorporated by reference and made a part of this Agreement.
 - a. Individual(s) may be added or deleted from the attached Confidential Schedule "A" either pursuant to the terms of this Agreement, or pursuant to an agreement, in writing, signed by authorized representatives from both parties. In such event, the payment amount owed by the DISTRICT shall be adjusted accordingly.
3. To the extent applicable, services provided by MTR/OLPA to individuals under this Agreement shall be in accordance with each student's Individualized Education Program (IEP) or Section 504 Accommodation Plan, as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to MTR/OLPA upon any modification of a student's IEP.

4. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for MTR/OLPA to provide services pursuant to this Agreement.
5. MTR/OLPA shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
6. To the extent applicable, MTR/OLPA agrees to make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE) or Section 504 Committee, where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
7. MTR/OLPA shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If required by law, the DISTRICT's receipt of proof of clearance for employment by the New York State Education Department shall be a pre-requisite for eligibility to provide services pursuant to this Agreement.
8. The DISTRICT shall obtain releases or other legal documents necessary for MTR/OLPA to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
9. The DISTRICT shall have the right to examine any or all records maintained by MTR/OLPA in connection with this Agreement.
10. Upon reasonable prior written notice, OLPA shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of OLPA.
11. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing, or administrative complaint, or otherwise initiates litigation in connection with such services, MTR/OLPA shall promptly give written notice of same to the DISTRICT and assist the DISTRICT.
12. MTR/OLPA shall report to the DISTRICT concerning each student's educational program and progress in writing at the end of each academic quarter or upon the District's written request for the same. MTR/OLPA shall render additional information regarding the student's education upon request by the DISTRICT.

D. REPRESENTATIONS:

1. MTR/OLPA represents that all services under this Agreement will be provided by qualified individuals who are of good character, and in good professional standing. MTR/OLPA represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence. Upon the execution of this Agreement, MTR/OLPA shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement.
2. In the event that the required license/certification of any agent or employee of MTR/OLPA providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, MTR/OLPA shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The DISTRICT shall pay tuition to the SCHOOL at the rate of \$168.00 per student per day of attendance (*i.e.* days on which educational instruction is rendered), following the presentation of detailed invoices by the SCHOOL to the DISTRICT. "Days of attendance" shall be in accordance with the DISTRICT'S calendar. The DISTRICT shall not be liable for the costs of instruction on those days in which the DISTRICT is not in session or otherwise offering academic instruction.
2. The DISTRICT reserves the right to seek reimbursement for tuition and maintenance for each student receiving services pursuant to this Agreement in accordance with any/ all applicable tuition rates established by the Commissioner of Education, and/ or the maintenance rate established by the Commissioner of Social Services.
3. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified.
4. The DISTRICT shall pay the SCHOOL within forty-five (45) days of receipt of each invoice by the DISTRICT.
5. The DISTRICT shall give MTR/OLPA notice of any invoice disputes within thirty (30) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

F. INSURANCE:

1. MTR/OLPA, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure MTR/OLPA 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 the SCHOOL in connection with the performance of MTR/OLPA's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best's rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, MTR/OLPA shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, MTR/OLPA 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.

G. TERMINATION:

1. Either the DISTRICT or the SCHOOL may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. This Agreement shall terminate immediately upon any of the following occurrences:
 - a. Discharge of the student(s) from the MTR program;
 - b. Termination of OLPA's Charter by the Regents of the University of the State of New York;
 - c. A determination by MTR/OLPA that it cannot provide an appropriate educational placement for the student pursuant to all applicable federal, State and local laws, rules, and regulations;
 - d. Failure by either party to comply with any terms or conditions of this Agreement.

3. This Agreement shall terminate with respect to individual students as of the last date of his or her attendance at OLPA whereupon written notice shall be given by MTR/OLPA to the District.
4. In the event the DISTRICT or MTR/OLPA terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. MISCELLANEOUS

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

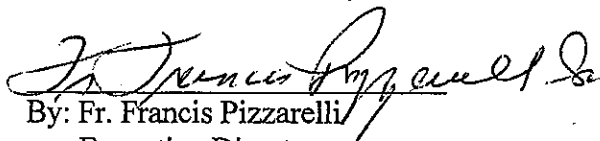
To the District: Superintendent of Schools
 Three Village Central School District
 100 Suffolk Avenue
 Stony Brook, New York 11790

To the School: Fr. Francis Pizzarelli
 Executive Director
 P.O. Box 358
 Port Jefferson, New York

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached Confidential Schedule "A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

7. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

OUR LADY OF PEACE ACADEMY
at MONFORT THERAPEUTIC RESIDENCE
MINISTRY FOR HOPE, INC.


By: Fr. Francis Pizzarelli
Executive Director

THREE VILLAGE CENTRAL
SCHOOL DISTRICT

By:
President, Board of Education

Date 6-28-21

Date _____

**THREE VILLAGE CENTRAL SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT**

David Seyfert

This Agreement is entered into this _____ day of _____, 2012 by and between the Board of Education of the Three Village Central School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Suffolk Avenue, Stony Brook, New York, and **David Seyfert** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at P.O. 404 Stony Brook, New York.

A. TERM:

1. The term of this Agreement shall be from July 1, 2021, through June 30, 2022 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

1. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to defend (with counsel selected by the DISTRICT and reasonably approved by the CONSULTANT), indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys'

fees, judgments, fines and amounts rising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide the services set forth in this Agreement to student(s) on an as needed basis.
2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

Vision, Orientation & Mobility Services and evaluations

3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time.
 - a. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
 - b. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall provide conscientious, competent and diligent services throughout the term of this Agreement.
6. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT'S administrative staff and medical staff. The CONSULTANT agrees to make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
7. CONSULTANT shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. All students' records, logs, etc., will be the property of the DISTRICT and will be considered mandated records.

8. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.
9. CONSULTANT shall observe and comply with all DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services under this Agreement.
10. CONSULTANT shall perform required background checks and fingerprinting of all staff directly providing services to students, and comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act. CONSULTANT shall provide the DISTRICT with the appropriate proof of clearance for employment by the New York State Education Department.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this agreement will be provided by individuals who are of good character, who are in good professional standing, and who possess current and valid licenses/certifications (if required), necessary to perform the services under this Agreement. CONSULTANT represents that no individual providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence. CONSULTANT shall provide copies of licenses/certifications of all professionals servicing the DISTRICT upon the execution of this Agreement.
2. In the event that the license/certification of CONSULTANT or any agent or employee thereof is revoked, terminated, suspended or otherwise impaired, or if any litigation becomes pending against CONSULTANT, or in the event that CONSULTANT receives notice of such impending action, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the Cost Summary Sheet, which was included in RFP #2021-100 following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
2. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, dates that the invoice covers, and the total amount due for the period specified.
3. The DISTRICT will not incur any charges, should any therapist placed by the CONSULTANT be absent for any reason whatsoever. However, should a student/patient be absent, the DISTRICT will be responsible for payment of the fee for the therapist as if said student/patient were present, up to a maximum of

F. INSURANCE:

- G. TERMINATION:

- ## H. NOTICES

- To District: Three Village Central School District
100 Suffolk Avenue
Stony Brook, NY 11790

To Consultant: David Seyfert
P. O. Box 404
Stony Brook, NY 11790

I. SUCCESSORS AND ASSIGNS:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

J. WAIVER OF RIGHTS

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

K. SEVERABILITY

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

L. GOVERNING LAW/CHOICE OF FORUM/WAIVER OF JURY TRIAL

1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations, without regard to the conflicts of law provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court of Suffolk County, New York. The parties shall waive trial by jury in any action concerning this Agreement.

M. CONSTRUCTION OF DOCUMENTS

1. Consultant acknowledges that this document was drafted by the District as a matter of convenience and will not be subject to the principle of construing the meaning against the person who drafted the document.

N. DISCLOSURE

1. The Consultant agrees to disclose to the District if any of the Consultant's owners or employees have a personal or professional relationship with any of the District's employees or member of the Board of Education.

S. ENTIRE AGREEMENT:

1. This Agreement may not be changed orally, but only by an Agreement, in writing signed by authorized representatives of both parties.

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

David Seyfert
District

Three Village Central School

David Seyfert
By:

By: President, Board of Education

Date: 7/4/2021

Date: _____

**ACKNOWLEDGEMENT WITH REGARD TO
THE NEW YORK STATE EDUCATION DEPARTMENT WAIVER**

Please sign on the appropriate line

I, _____, verify that I am not a retired member of any New York State Public Retirement System and therefore do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, David Seyfert, verify that I am a retired member of the New York State Public Retirement System but all collective earnings from any public employment in New York State will not and does not exceed the current earnings limitation. Therefore, I do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

David Seyfert
Signed

7/4/2021
Date

I, _____, verify that I am a retired member of the New York State