

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

TITLE: APPROVAL OF CONTRACTS WITH OUTSIDE SERVICE PROVIDERS FOR SPECIAL EDUCATIONAL TUTORING SERVICES

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 provider:

- Education at Mather
- iTutor.com, Inc.
- St. James Tutoring

Background-Rationale:

This resolution is to authorize specialized services provided by these organizations for students with disabilities and/or homebound students.

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

Education at Mather

This Agreement is entered into this 20th 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 *Education at Mather* (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 403 North Country Road, St. James, New York 11780.

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'

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 following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

Tutoring Services \$52.00 per hour

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
P.O. Box 9050
East Setauket, NY 11733

To Consultant: **Education at Mather**
403 North Country Road
Saint James, NY 11780

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

Education at Mather

By: *Elizabeth Cueda*

Date: 7/20/21

Three Village Central School District

By: President, Board of Education

Date: _____

ACKNOWLEDGEMENT WITH REGARD TO
THE NEW YORK STATE EDUCATION DEPARTMENT WAIVER

I, Elizabeth Creed, 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.

Elizabeth Creed
Signed:

7/20/2021
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**

iTutor.com

This Agreement is entered into this 27th day of May, 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 *iTutor.com* (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 24 Bellemeade Avenue, Suite B, Smithtown, 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 those student(s) listed on the attached "Schedule A," incorporated by reference herein and made a part of this agreement.
 - a. A student(s) may be added or deleted from the attached Schedule A only by an agreement, in writing, signed by authorized representatives from both parties. In the event that a student(s) is/are added or deleted during the term of this Agreement, the payment amount owed by the DISTRICT shall be adjusted accordingly.
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.

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 (\$3,000,000.00) 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.
4. Upon execution of this Agreement, CONSULTANT will supply the DISTRICT with a copy of said policy/policies.

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
 P.O. Box 9050
 East Setauket, NY 11733

To Consultant: iTutor.com, Inc.
 420 Jericho Tpke.
 Jericho, NY 11753

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 affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

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

I, Taylor Yoon, 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

July 29, 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

2021-2022 Pricing Sheet

Add On Services

Delivery Model	Service Name	Hourly Price
Applies to all	Special Education	Additional \$25 per hour
	Advanced, Advanced Placement, College Level, IB	Additional \$25 per hour
	Accuplacer	Additional \$40 per hour
	Interpreters (In Session Interpreter)	Additional \$50 per hour
	Co Teaching	Additional \$70 per hour
WCVI 1:Many (5-30)	Educator Prep Fee (1 hour of prep for 4 hours of purchased instruction)	\$75 per hour

Note: Prices in above table are added to 1st page to determine cost per hour

Additional Services	Price
Additional Reporting (In Danger of Failure Report, Report Cards)	Additional \$40 per student per quarter
Assessments: Pre and Post Testing (When Applicable)	Additional \$40 per student
Hardware	Chromebooks: \$300 each
	Camera/Mic: \$300 each
Implementation ~ Subject to nonconforming programs ~ Training Facilitators/Administrators ~ Special Premium Subjects ~ Student Enrollment ~ Site Enrollment	10% Total Contract

*Must be purchased in Quarter or Semester Increments

Whole Classroom Pricing is per subject per day

**Pricing shown does not include Educator Prep Fee



Professional Development Content (Asynchronous)	
# of accounts	Pricing Tiers
1-99	\$299/ per year
thereafter	\$199/ per year

A la carte (per participant)	\$40/ per course
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Professional Development Workshops - 1 hr	
Licenses Type	Price
Full Faculty Workshop: Standard (synch or async)	Up to 99 participants: \$750
Full Faculty Workshop: Premium* (synch or async)	Up to 99 participants: \$1,000
Customized Full Faculty workshop (synch or async)	Up to 99 participants: \$2,500

Each additional 50 participants: additional charge of \$100

*Workshop part of a specialized series.

*Must be purchased in Quarter or Semester Increments

Whole Classroom Pricing is per subject per day

**Pricing shown does not include Educator Prep Fee

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

St. James Tutoring

This Agreement is entered into this 20th 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 **St. James Tutoring** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at **403 North Country Road, Saint James, NY 11780**.

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.
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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'

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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 following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

Tutoring Services \$52.00 per hour

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
P.O. Box 9050
East Setauket, NY 11733

To Consultant: **St. James Tutoring**
403 North Country Road
Saint James, NY 11780

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

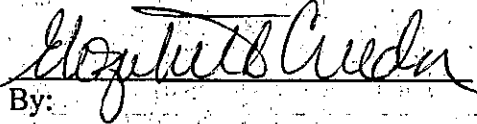
1. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations, without regard to the conflicts of law provisions thereof. Any dispute arising 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

2. 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.

St. James Tutoring


By: _____

Date: 7/20/21

Three Village Central School District

By: President, Board of Education

Date: _____

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

I, Elizabeth Creed, 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.

Elizabeth Creed
Signed

7/20/21
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

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Signed

Date