



**Dr. Adele V. Pecora • Superintendent of Schools**

1600 Washington Avenue, Seaford, NY 11783 • Phone: (516) 592-4010 • Fax: (516) 592-4049

## REGULAR MEETING OF THE BOARD OF EDUCATION

JANUARY 24, 2024

6:00 P.M. – REGULAR MEETING\*

**\*It is anticipated that the Board of Education  
will entertain a motion to enter into Executive Session  
for approximately ninety minutes.**

7:30 P.M. – RECONVENE REGULAR MEETING

MANOR SCHOOL

### AGENDA

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADMINISTRATIVE REPORT
  - A. Administrative report dated January 19, 2024, with attachments
4. PRESENTATIONS
  - A. Instructional Technology
5. BUDGET TRANSFERS
  - A. As indicated in the Board's documentation
6. Personnel Actions
  1. Instructional Personnel Actions dated January 24, 2024
  2. Non-Instructional Personnel Actions dated January 24, 2024

7. CPSE/CSE Recommendations

1. Recommend acceptance of the determinations of the Special Education Committee Meetings of:

**School Year 2023-2024:**  
**12/11/23, 12/18/23, 12/21/23.**

2. Recommend acceptance of the determinations of the Preschool Special Education Committee Meetings of:

**School Year 2023-2024:**  
**1/3/24, 1/5/24, 1/10/24, 1/17/24.**

8. RESIDENT'S COMMENTS

In keeping with its philosophy of open communication and informed decision making, the BOE welcomes input from the community. However, it is important to note that while the BOE meets in public, it is not a meeting of the public. Respectful input and behavior by each member of the community is appropriate and expected at all times and should observe the following rules at BOE meetings:

The BOE will listen to comments and input from the public. Debate between members of the audience and/or Board members is inappropriate and will not be permitted.

The Board is not permitted to address personnel or individual student matters in public.

No person shall present orally, or discuss at any BOE meeting, charges, or complaints against individual employees, directly or indirectly.

The speaker shall identify themselves and confirm their residency as Seaford within the Seaford School District.

The normal time limit allotted for individual speakers shall be three minutes. The BOE may, in its discretion, decrease or increase the time allotted for individual speakers. To allow for public participation, a period not to exceed 30 minutes shall be set aside as a specific agenda item during each regular and special BOE meeting. The period may be extended by a majority vote of the BOE. (Taken from Seaford Board of Education Policy- #2350)

9. CORRESPONDENCE

10. NEW BUSINESS

A. Contracts

1. Recommend the Board of Education enter into a Rider to the service agreement with YES COMMUNITY COUNSELING (Commerce Plaza) for the 2023-2024 school year and authorize the Board President to sign said agreement.
2. Recommend the Board of Education enter into a service agreement with Premier Camp Company, LLC (Crestwood) for the 2023-2024 school year and authorize the Board President to sign said agreement.

3. Recommend the Board of Education approve an agreement between Seaford UFSD and the United Teachers of Seaford (UTS) for the 2023-2024 school year and authorize the Board President to sign this agreement.
4. Recommend the Board of Education approve an agreement with South Huntington Union Free School District for parentally placed students receiving special education and related services for the 2023-2024 school year and authorize the Board President to execute said agreement on its behalf.
5. Recommend the Board of Education approve an agreement with Oyster Bay-east Norwich Central School District for parentally placed students receiving special education and related services for the 2023-2024 school year and authorize the Board President to execute said agreement on its behalf.
6. Recommend the Board of Education approve a health and welfare services agreement with the West Islip Union Free School District from July 1, 2023 – June 30, 2024 for District students who attend St. John the Baptist School and authorize the Board President and Superintendent of Schools to sign said agreement.

**B. Policies & Procedures - First Reading**

1. Policy 6640 Fixed Asset Accounting – First Reading of Revised Policy
2. Policy 8625 Student, Teacher and Principal Data and Privacy

**C. Obsolete Items**

1. Recommend the Board of Education approve the disposal request on December 7, 2023, of miscellaneous printing equipment that is no longer being used at the High School.
2. Recommend the Board of Education approve the disposal request on January 10, 2024, of a broken laminator at the Seaford Manor School.

**D. Field Trips**

1. Recommend the Board of Education approve the High School's field trip request for Model Congress to attend a Model Congress Meet at New Rochelle High School on March 16, 2024.
2. Recommend the Board of Education approve the Middle School's field trip request for seventh grade students to visit the Lower East Side Tenement Museum and have lunch in New York City on May 14, 2024, and May 15, 2024.

**11. MISCELLANEOUS DISCUSSION ITEMS**

**12. CLOSING COMMENTS BY THE BOARD AND ADMINISTRATION**

**13. ADJOURNMENT**



**Seaford UFSD**  
**Budget Transfers Exceeding \$10,000**

		FROM			TO		
DATE		ACCOUNT CODE	ACCOUNT NAME	AMOUNTS	ACCOUNT CODE	ACCOUNT NAME	AMOUNTS
1/24/2024		A2330-451-00-4000	Contracts- Drivers Education	\$105,000.00			
		A5540-441-00-0000	Contracts - Transportation	\$20,000.00			
					A1621-450-00-0000	Contracts - Facilities	\$125,000.00
Transition to NCD for cameras/security/fire alarm system							

BOE APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_



**SEAFORD UNION FREE SCHOOL DISTRICT**  
**Seaford, New York**

**TO:** Dr. Adele V. Pecora  
**FROM:** Sheena R. Jacob, Ed.D.  
**DATE:** January 24, 2024  
**SUBJECT:** Instructional Personnel Actions

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<b>KEY:</b>	<b>P-1: Position Abolition</b>	<b>P-5: Terminations</b>
	<b>P-2: Position Creation</b>	<b>P-6: Tenure Appointments</b>
	<b>P-3: Resignations</b>	<b>P-7: Appointments</b>
	<b>P-4: Leaves</b>	<b>P-8: Other</b>

**A. INSTRUCTIONAL:**

<b>P-1: POSITION ABOLITION:</b>	No Recommended Actions
<b>P-2: POSITION CREATION:</b>	No Recommended Actions
<b>P-3: RESIGNATIONS:</b>	
1. <b><u>OLIVIA FERTMANN</u></b> Position:  Assignment: Effective Date: Reason:	Special Education – Elementary Teacher Seaford Manor School January 24, 2024 Resignation
<b>P-4: LEAVES:</b>	No Recommended Actions
<b>P-5: TERMINATIONS:</b>	No Recommended Actions
<b>P-6: TENURE APPOINTMENTS:</b>	No Recommended Actions
<b>P-7: APPOINTMENTS:</b>	
1. <b><u>KATHERINE GERMANAKOS</u></b> Position: Type of Appointment: Assignment: Certification:  Effective Date: Expiration Date: Tenure Eligibility: Tenure Area: Salary:  Reason:	Elementary Education Teacher Substitute Seaford Manor School Childhood Education 1-6 Initial, Early Education Birth – Grade 2 Initial February 27, 2024 May 22, 2024 N/A N/A \$125 per day February 27, 2024 – April 2, 2024, MA Step 1 = \$70,515 (prorated) April 3, 2024 – May 22, 2024 Leave Replacement for Jamie Flannery

**2. KATHERYN HICKEY**

Position:	Secondary Special Education
Type of Appointment:	Probationary
Assignment:	Seaford Middle School
Certification:	Students with Disabilities All
	Grades Initial, Students with
	Disabilities (Grades 5-9) Initial
Effective Date:	TBD
Expiration Date:	TBD
Tenure Eligibility:	TBD
Tenure Area:	Special Education
Salary:	MA Step 1 = \$70,515 (prorated)
Reason:	To meet district needs

**P-8: OTHER:**

- a) Recommend the Board of Education approve the following Manor School club and extracurricular appointment for the 2023-2024 school year:

Daniel Krueger	Jazz Band	\$1000
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- b) Recommend the Board of Education amend the dates of Jillian Copius's Child Care Leave of absence as approved at the August 9, 2023, Board of Education Meeting:

<u>JILLIAN COPIUS</u>	<u>ORIGINAL DATES</u>	<u>REVISED DATES (2<sup>nd</sup>)</u>
Position:	Elementary Teacher	Elementary Teacher
Assignment:	Seaford Manor School	Seaford Manor School
Effective Date:	November 23, 2023	November 16, 2023
Sick Leave:	November 23, 2023 -	November 16, 2023 – January
	January 16, 2024	9, 2024 (A.M.)
Leave without Pay:	N/A	January 9, 2024 (P.M.) –
		February 16, 2024
Expiration Date:	January 16, 2024	February 16, 2024
FMLA:	November 23, 2023 –	November 16, 2023 –
	February 28, 2024	February 14, 2024
Reason:	Child Care Leave	Child Care Leave

- c) Recommend the Board of Education amend the dates of Katherine Germanakos's Leave Replacement position (Jillian Egan) from the original dates as approved at the October 11, 2023, Board of Education meeting.

<u>KATHERINE GERMANAKOS</u>	<u>ORIGINAL DATES</u>	<u>REVISED DATES</u>
Position:	Elementary Education Teacher	Elementary Education Teacher
Type of Appointment:	Substitute	Substitute
Assignment:	Seaford Manor School	Seaford Manor School
Certification:	Childhood Education 1-6	Childhood Education 1-6
	Initial,	Initial,
Effective Date:	November 27, 2023	November 16, 2023
Expiration Date:	November 27, 2023 –	February 16, 2024
	January 16, 2024	
Tenure Eligibility:	N/A	N/A
Tenure Area:	N/A	N/A
Salary:	\$125 per day November	\$125 per day November 16,
	27, 2023 – January 16,	2023 – January 9, 2024
	2024	(A.M.), MA Step 1 = \$70,515
		(prorated) January 9, 2024
		(P.M.) – February 16, 2024.
Reason:	Leave Replacement for	Leave Replacement for Jillian
	Jillian Copius	Copius


- d) Recommend the Board of Education amend the expiration date of Danielle Persichilli's Child Care Leave of absence from January 10, 2024 to February 15, 2024, as approved at the December 13, 2023, Board of Education Meeting (3<sup>rd</sup> Revision).
- e) Recommend the Board of Education amend the dates of Jessica Wilson's Leave Replacement position (Danielle Persichilli) from January 10, 2024, to February 15, 2024, as approved at the December 13, 2023, Board of Education meeting.
- f) Recommend the Board of Education end the appointment for Suzanne Cozenza as a teacher mentor for Joshua Wolin as of January 11, 2024.
- g) Recommend the Board of Education approve a sixth period teaching assignment for the following teachers at Seaford Middle School as of January 25, 2024.

Elizabeth May	ELA SSC 6&7	.2
Lindsay Gilbert	ELA/ Math 6 SSC	.2
Brian Horner	SSC Social Studies 7	.2
Patricia Seery-Smith	Wilson Reading	.2 (Effective January 16, 2024)
Tina Weir	Resource Room 7	.2

- h) Recommend the Board of Education amend the FMLA dates for Kristen Whitman from April 8, 2024 – TBD to April 8, 2024 – September 6, 2024, as approved at the January 10, 2024, Board of Education meeting.



**SEAFORD UNION FREE SCHOOL DISTRICT**  
Seaford, New York

**TO:** Dr. Adele V. Pecora  
**FROM:** Sheena R. Jacob, Ed.D.   
**DATE:** January 24, 2024  
**SUBJECT:** Non-Instructional Personnel Actions

<b>KEY:</b>	<b>P-1: Position Abolition</b> <b>P-2: Position Creation</b> <b>P-3: Retirements</b> <b>P-4: Resignations</b>	<b>P-5: Terminations</b> <b>P-6: Appointments</b> <b>P-7: Leaves</b> <b>P-8: Other</b>
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**B. NON-INSTRUCTIONAL:**

<b>P-1:</b>	<b>POSITION ABOLITION:</b>	No Recommended Actions
<b>P-2:</b>	<b>POSITION CREATION:</b>	No Recommended Actions
<b>P-3:</b>	<b>RETIREMENTS:</b>	
	1. <b><u>JOAN ZABAWSKI</u></b> Position: Civil Service Title: Location: Effective Date:	Teacher Aide Part Time Teacher Aide Part Time Seaford Manor School June 27, 2024
<b>P-4:</b>	<b>RESIGNATIONS:</b>	
	1. <b><u>AMANDA SAPONE</u></b> Position: Civil Service Title: Location: Effective Date:	Typist Clerk Typist Clerk Central Administration January 5, 2024
<b>P-5:</b>	<b>TERMINATIONS:</b>	No Recommended Actions
<b>P-6:</b>	<b>APPOINTMENTS: (*) ALL new employee appointments are subject to approval by the Nassau County Civil Service Commission fingerprint clearance and the successful completion of pre-employment screening</b>	
(*)	1. <b><u>MARK LUCKEN</u></b> Position: Civil Service Title: Type of Appointment: Location: Salary: Reason: Effective Date:	Security Aide Security Aide Part time District \$22.98 To Meet District Needs January 25, 2024
(*)	2. <b><u>STEPHANIE REID</u></b> Position: Civil Service Title: Type of Appointment: Location: Salary: Reason: Effective Date:	Teacher Aide Part Time Teacher Aide Part Time Part-time Seaford Middle School \$16.00 To Meet District Needs January 25, 2024

(*)	3.	<b><u>MARIA HIOTAKIS</u></b>	
		Position: Civil Service Title: Type of Appointment: Location: Salary: Reason: Effective Date:	Teacher Aide Full Time Teacher Aide Full Time Probationary Seaford Manor School \$32,500 (pro-rated) To Meet District Needs February 5, 2024
(*)	4.	<b><u>MELISSA PRITCHARD</u></b>	
		Position: Civil Service Title: Type of Appointment: Location: Salary: Reason: Effective Date:	Teacher Aide Full Time Teacher Aide Full Time Probationary District \$32,500 (pro-rated) To Meet District Needs January 30, 2024
P-7:	LEAVES:		
	1.	<b><u>MEAGAN COSTA</u></b>	
		Position: Assignment: Effective Date: Expiration Date: Reason:	Teacher Aide Part Time Seaford Manor School January 22,2024 May 20, 2024 Personal Leave (Unpaid)
P-8:	OTHER:		No Recommended Actions

# Memo

**To:** Dr. Adele V. Pecora, Superintendent of Schools

**From:** Mary Catherine Culella-Sun, Director of Pupil Personnel Services



**Date:** January 18, 2024

**Re:** Recommendations to the Board of Education: ***Committee on Special Education (CSE)***

Enclosed please find the recommended placements for students determined to have a disability resulting from the following Committee on Special Education (CSE) meetings:

**School Year 2022-2023:**


**School Year 2023-2024:**

**12/11/23, 12/18/23, 12/21/23.**

Please return one copy of the attached recommendations to confirm that they have been approved by the Board of Education. Thank you for your assistance in this matter.



# Memo

**To:** Dr. Adele V. Pecora, Superintendent of Schools  
**From:** Mary Catherine Culella-Sun, Director of Pupil Personnel Services   
**Date:** January 18, 2024  
**Re:** Recommendations to the Board of Education: *Committee on Preschool Special Education (CPSE)*

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Enclosed please find the recommended placements for students determined to have a disability resulting from the following Committee on Preschool Special Education (CPSE) meetings:

**School Year 2022-2023:**

**School Year 2023-2024:**

**1/3/24, 1/5/24, 1/10/24, 1/17/24.**

Please return one copy of the attached recommendations to confirm that they have been approved by the Board of Education. Thank you for your assistance in this matter.



**Commerce Plaza**  
A Program of YES Community Counseling Center  
152 Center Lane, Levittown NY 11756  
Phone: 516-342-9232  
Email: [commerceplaza@yesccc.org](mailto:commerceplaza@yesccc.org)  
Website: [www.yesccc.org](http://www.yesccc.org)



**SCHOOL VISITATION CONFIRMATION**

DATE: 3/18 and 4/8 (2024)

CONTACT:

SCHOOL: Seaford Harbor

DISTRICT: Seaford

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

Visitation Date: 3/18 Contact Person: \_\_\_\_\_ Please provide emails

Visitation Date: 4/8 Contact Person: \_\_\_\_\_

Visitation Date: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**In order to reserve your date(s), we must receive this form, as well as the attached agreement form, signed, within two weeks, as well as a \$50.00 deposit per date. This deposit will be applied towards your visitation unless a date is cancelled less than sixty days in advance.**

**ARRIVAL: 9:45 a.m. DEPARTURE: 1:15p.m.**

Please complete and email this form to: [commerceplaza@yesccc.org](mailto:commerceplaza@yesccc.org)

**Transportation to the Commerce Plaza site shall be the school's responsibility.**

If you have any questions, please call us at (516) 342-9232.

Sincerely,  
Margo Kozak – Program Developer  
Eileen Soreco – Program Coordinator

- Please make all checks payable to **YES Community Counseling Center**





**Commerce Plaza**  
A Program of YES Community Counseling Center  
152 Center Lane, Levittown NY 11756  
Phone: 516-342-9232  
Email: [commerceplaza@yescccc.org](mailto:commerceplaza@yescccc.org)  
Website: [www.yescccc.org](http://www.yescccc.org)



## AGREEMENT

Commerce Plaza will provide student visitations to the Commerce Plaza site for the fee of **\$30.00 per student**, which will be invoiced immediately following your school's last scheduled visitation.

**No more than 48 students may participate in each site visitation.**

School personnel will have responsibility to prepare students for their jobs at Commerce Plaza, using the provided curriculum. Transportation to the Commerce Plaza site shall be the school's responsibility. Student site visits will be scheduled subject to site availability.

A \$50.00 deposit fee is required for each date requested. This deposit will be applied to the cost of your visit provided you do not cancel a date less than sixty (60) days in advance. **If a visit is cancelled within 60 days of the visit, the deposit for that date will be forfeited.**

In the event your visit is cancelled by Commerce Plaza, due to inclement weather, or other reason, every effort will be made to reschedule the visit.

If your school/district cancels a visit on a day when Commerce Plaza is open, we will also make every effort to reschedule, however if there are no available alternate dates, your district will be liable for payment.

Please indicate your acceptance of this agreement by signing where indicated below.

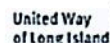
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent or Authorized Designee

\_\_\_\_\_  
School

\_\_\_\_\_  
District

- Please make all checks payable to YES Community Counseling Center





**RIDER TO THE AGREEMENT**

**SEAFORD UNION FREE SCHOOL DISTRICT**  
(hereinafter referred to as "SCHOOL DISTRICT")  
1600 Washington Avenue  
Seaford, New York 11783

and

**YES COMMUNITY COUNSELING CENTER**  
(hereinafter referred to as "SERVICE PROVIDER")  
152 Center Lane  
Levittown, New York 11756

1. The terms and conditions of this Rider supersede and take precedence over the terms of the Agreement attached hereto (the "Agreement"). To the extent the terms of this Rider conflict with the terms of the written agreement, the terms of this Rider shall govern.
2. **FORCE MAJEURE:** In the event the performance of SERVICE PROVIDER's services is rendered impossible or delayed by events beyond the control of parties, including but not limited to: war, social unrest, labor dispute, act of God, public health emergency, epidemic, pandemic, weather conditions, or regulations or restrictions imposed by any government or governmental agency, SCHOOL DISTRICT shall not be liable for the payment of fees to SERVICE PROVIDER in the event SERVICE PROVIDER does not provide services.
3. **INDEPENDENT CONTRACTOR:** All employees and independent contractors of SERVICE PROVIDER shall be deemed employees or independent contractors of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.



4. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on the SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall:
  - i. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State.
  - ii. State that the SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the SCHOOL DISTRICT.
- c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the SCHOOL DISTRICT (CG 20 26) or equivalent.. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by the SERVICE PROVIDER that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, the SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the SERVICE PROVIDER will provide a copy of the policy endorsements and forms.
- f. The SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance: Commercial General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.
- h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. The SERVICE PROVIDER is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the scheduled event. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SCHOOL DISTRICT.

5. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

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

7. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

9. **COUNTERPARTS/ELECTRONIC SIGNATURE:** This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

SEAFORD UNION FREE SCHOOL DISTRICT

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

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

YES COMMUNITY COUNSELING CENTER

Date: 1/17/2024

By: Joni Malinowski





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Council Services Plus 272 Broadway Menands NY 12204-	<b>CONTACT NAME:</b> Brian Martin	
	<b>PHONE (A/C, No., Ext):</b> (518)434-9194 <b>FAX (A/C, No.):</b> (877)640-3410	
	<b>E-MAIL ADDRESS:</b> bmartin@councilservicesplus.com	
<b>INSURED</b> Youth Environmental Services, Inc. 75 Grand Ave. Massapequa NY 11758-	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Alliance of Nonprofits for Insurance	10023
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Improper Sexual Cond <input checked="" type="checkbox"/> Social Serv Professi GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	X	2023-50863	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	X	2023-50863	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	X	2023-50863-UMB	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Seaford Union Free School District, its Board, employees and volunteers would be covered as an additional insured per endorsement CG 20 26 12 19 to the extent provided therein on a primary and non-contributory basis. Waiver of Subrogation applies.

## CERTIFICATE HOLDER

## CANCELLATION

AI 005996

Seaford Union Free School District 1600 Washington Avenue Seaford NY 11756-	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

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POLICY NUMBER: 2023-50863  
Named Insured: Youth Environmental Services, Inc.

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Seaford Union Free School District

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

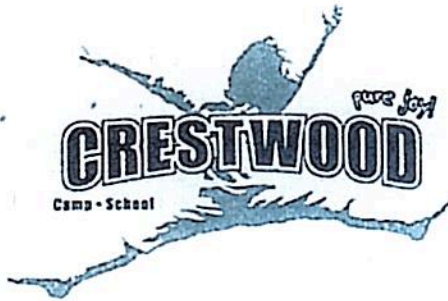
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





313 Round Swamp Road • Melville, NY 11747 • T 631-692-6361 • F 631-692-6987  
[www.crestwoodcountryday.com](http://www.crestwoodcountryday.com) • [info@crestwoodcountryday.com](mailto:info@crestwoodcountryday.com)

This EVENT AGREEMENT made this October 30, 2023 by and between Premier Camp Company LLC dba Crestwood Country Day (hereinafter referred to as "Crestwood" or "Lessor") and Seaford School District (hereinafter referred to as "Lessee").

### 1. EVENT

**Name of Event:** Seaford Manor and Seaford Harbor Elementary 5<sup>th</sup> Grade Picnic

**Date:** Tuesday, June 11, 2024

**Rain Date:** Friday, June 14, 2024

**Hours:** 9:30 AM - 2:30 PM

**Number of Attendees:** Seaford Harbor : Approx 114 students ; Seaford Manor: Approx 80 students

Lessee will notify Crestwood of the exact number of participants, not less than 14 days prior to the event date. Lessee will guarantee that the number of attendees will not decrease by more than 10% after this date. Additions to the lessee after this date will be accommodated at Crestwood's discretion.

### 2. PRICE

Price based on minimum attendance of: 160 students

\$85 per child and \$30 per adult; teaching staff is free

Deposit: \$1000.00 (\$500.00 per school) with signed contract

Balance due 30 days prior to the event

All deposits are non refundable

Payments may be made by cash or company/school check (no personal checks will be accepted less than 30 days prior to the event) - Please make checks out to Round Swamp Road Associates, LLC

For Schools Only: Individual participants may make credit card payments via our website if previously arranged with Crestwood.

### 3. ACTIVITIES

Pools (heated pool) plus giant waterslide

Tree House

Bungee trampoline

Zip Line

Gaga Ball

Softball Field

Soccer

Tennis courts

Outdoor Basketball courts

Beach Volleyball

*Additional Activities available upon request* - Activities will be scheduled during the designated time frame of the party and Supervised by Crestwood Staff

#### **4. FOOD**

BBQ MENU: Hamburgers, hot dogs, grilled chicken, veggie burgers, tossed salad, condiments, juice, water, ice cream, ice pops and all paper goods.

#### **5. RESPONSIBILITY OF CRESTWOOD:**

1. To provide appropriately trained staff and supervision for the safe and fun operation of activities listed above. To provide additional staff as needed to facilitate the day's program.
2. To provide a schedule of both "Crestwood Staffed" and "non Crestwood Staffed" activities based on those listed above that to the best of our abilities meets the requests of the LESSEE. At a minimum, Crestwood will provide at least one STAFFED activity for each class at all times.
3. If Crestwood is catering the food, Crestwood will provide, staff and service lunch to the LESSEE based on menu listed above.
4. To provide basic first aid kit. Professional Medical Staff or Nurses will not be provided. For school functions only: Crestwood will provide one staff member trained in basic first aid.
5. To provide all necessary equipment for all activities.
6. To provide for a suitable alternative date for event should weather make it necessary to cancel event. Rain/Alternative Date may be shared with other Groups.
7. To provide changing facilities for swimming.

#### **6. RESPONSIBILITY OF LESSEE**

1. To provide supervision of Lessee and their guests behavior and safety. During activities supervised by Crestwood Staff, Crestwood Staff will supervise the safe operation of the activity and the Lessee will be responsible for the guest's behavior.
2. To provide for any special needs for their guests (dietary, medical, physical) unless previously arranged with Crestwood.
3. Lessee and their guests will cooperate with Crestwood's managers and others that may be sharing the facilities (i.e. pre-school, etc.)
4. To provide towels if swimming will be offered
5. Lessee is responsible for any monetary damage to CRESTWOOD property caused by the Lessee or guests of the Lessee. Damage due to normal use or wear and tear is excluded.
6. Thirty Days prior to event date, Lessee will provide Crestwood with evidence of Lessee's current in force liability insurance coverage in the minimum amount of \$1,000,000 per incident, per person with Premier Camp Company LLC dba Crestwood Country Day as an additional insured. Proof of worker's compensation insurance is also required. Crestwood will not permit activities to proceed without insurance document.
7. If the Lessee is serving alcohol, Lessee agrees to purchase "event insurance" covering the within event and naming lessor as an additional insured and including off-premises or "dram shop" liquor liability coverage.
8. If using an outside caterer, Lessee acknowledges that the caterer is required to carry event liability insurance and if serving alcohol, the insurance must include "dram shop" liquor liability and must be licensed to serve alcoholic beverages at this site. Proof of insurance and liquor license must be provided to Crestwood not less than 30 days prior to the event.
9. If serving alcohol, Lessee and/or caterer acknowledges that it will purchase and serve its own liquor for this event, and that it is not purchasing any liquor from lessor. Lessee agrees to keep its receipts for the purchase of same for a period of one year.
10. Lessee and caterer is aware of the local and state laws regulating the providing of liquor to individuals under the age of twenty-one, and to visibly intoxicated persons. Lessee warrants and



- represents to lessor that it will at all times comply with such laws, and will not provide any liquor to anyone under twenty-one years of age or to any visibly intoxicated person
11. Lessee further agrees to save and hold harmless lessor from any claim, cause of action, suit, judgment or other action, including legal expenses that any of its guests, invitees, licensees or agents may bring against lessor arising out of lessee's use of the premises
  12. Lessees will adhere to all regulations as attached.

**7. ADDITIONS/DELETIONS:**

NO ALCOHOL \_\_\_\_\_

**8. REGULATIONS:**

1. If swimming pool is available for use, it will be under the direction of a certified Lifeguard to be provided by Crestwood. Swimming is permitted only during daylight hours and during assigned times. Bathing suits are required. Swim diapers are required for any children who are not fully toilet trained.
2. At all activities, lessee and their guests are required to follow all safety rules and regulations as described by Crestwood.
3. Attendees (children) must be under adult supervision at all activities. Children may not wander the property alone. For schools: Crestwood requires the buddy system. All Attendees must be assigned (either prior to arriving at Crestwood or upon arrival) at least one "buddy" that they will stay with throughout the day.
4. Cars shall be parked in designated parking areas only.
5. Smoking is not permitted on any part of the Crestwood property.
6. Alcohol is not permitted at Crestwood unless otherwise specified elsewhere in the contract
7. Pets are not permitted.
8. Firearms and weapons of any kind are not permitted on the property at any time.
9. Lessee and their guests may not remove any Crestwood property from the Crestwood facility.
10. Unless stated in the agreement, the lessee shall not necessarily have the exclusive use of the facility.
11. Lessee and their guests may not enter any buildings or classrooms when and where the Crestwood school is in session. Lessee and their guests may only use buildings or classrooms that have been cleared for use by Crestwood.
12. All Lessee participants must wear and have visible an identification band issued by Crestwood while on the property.
13. Illegal substances and non-prescribed drugs are not permitted on the property at any time.
14. Crestwood should be made aware of any conditions or treatment of participants for emotional, neurological, physical, medical or psychiatric disorders prior to the event.
15. Crestwood is not responsible for loss of valuables or personal property.
16. Crestwood reserves the right to remove any participant from the event if they present a risk to themselves or others.

**9. ASSUMPTION OF RISK:**

The Lessee understands that part of the camp experience involves activities and Lessee living arrangements and interactions that may be new to Lessee participants and that they come with certain risks and uncertainties beyond what Lessee participants may be used to dealing with at home including uneven terrain, thrown and other wayward objects, children and adults running about, insects, animals and plants. The Lessee is aware of these risks and assumes them on behalf of group participants. The Lessee realizes that no environment is risk free and has instructed group participants on the importance of abiding by the rules outlined in this contract and by the guidelines set forth by the camp. Participants agree that they are familiar with these rules and guidelines and will obey them.



**10. ARBITRATION CLAUSE**

I agree that any dispute concerning, relating, arising out of or referring to this contract shall be resolved exclusively by binding arbitration in SUFFOLK County, New York, according to the then existing commercial rules of the American Arbitration Association and the substantive laws of NEW YORK.

**11. HOLD HARMLESS**

To the fullest extent permissible by law, each party agrees to indemnify, save and hold harmless the other from and against any claim, suit, cause of action settlement or judgment brought against it by any party to the extent any injuries, damage or loss arises out of the other party's breach of its duty of reasonable care or intentional act, including attorneys fees and other costs of suit.

In Witness Whereof, the parties have executed this Event Agreement the day and year first above written.

Each signatory below represents to the other that he/she is authorized to sign this document and has authority to bind the group to this contract.

**CONTACT INFO & SIGNATURES**

*Seaford Manor School*

Legal Name of Company / School Seaford Manor School

Business Mailing Address 1590 Washington Ave, Seaford, NY 11783

Contact Person Denise Stevens

Contact's Cell 516-592-4085

Contact's Email dstevens@seaford.k12.ny.us

*Debra Emmerich* Principal  
Lessee Signature Title

Debra Emmerich 10/31/23  
Print Name Date

*Seaford Harbor School*

Legal Name of Company / School Seaford Harbor Elementary School

Business Mailing Address 3500 Bayview St, Seaford NY 11782

Contact Person Joan Vitelli

Contact's Cell 516 592 4130

Contact's Email jvitelli@seaford.k12.ny.us

Jep Burt  
Lessee Signature

Title Panapa

Jennifer Bisulca  
Print Name

11/2/23  
Date

**For Crestwood**

\_\_\_\_\_  
Lessor Crestwood Owner/Director signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**RIDER TO THE AGREEMENT**

**between**

**SEAFORD UNION FREE SCHOOL DISTRICT  
(hereinafter referred to as "SCHOOL DISTRICT")  
1600 Washington Avenue  
Seaford, New York 11783**

**and**

**PREMIER CAMP COMPANY, LLC  
d/b/a CRESTWOOD COUNTRY DAY  
(hereinafter referred to as "CRESTWOOD")  
313 Round Swamp Road  
Melville, New York 11747**

1. The terms and conditions of this Rider supersede and take precedence over the terms of the Event Agreement dated November 2, 2023, (the "Agreement") attached hereto. To the extent the terms of this Rider conflict with the terms of the written agreement, the terms of this Rider shall govern.
2. The terms of the Agreement shall be modified as follows:
  - a. Paragraph 10 ("Arbitration") shall be deleted and replaced with Paragraph 7, below.
  - b. Paragraph 11 ("Hold Harmless") shall be deleted in its entirety.
3. **FORCE MAJEURE:** In the event the performance of CRESTWOOD's services is rendered impossible or delayed by events beyond the control of parties, including but not limited to: war, social unrest, labor dispute, act of God, public health emergency, epidemic, pandemic, weather conditions, or regulations or restrictions imposed by any government or governmental agency, SCHOOL DISTRICT shall not be liable for the payment of fees to CRESTWOOD in the event CRESTWOOD does not provide services.
4. **INDEPENDENT CONTRACTOR:** All employees and independent contractors of CRESTWOOD shall be deemed employees or independent contractors of CRESTWOOD for all purposes and CRESTWOOD alone shall be responsible for their work, personal conduct, direction, and compensation. CRESTWOOD acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. CRESTWOOD is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. CRESTWOOD shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CRESTWOOD, its officers, its employees and/or agents shall not be considered as having



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

5. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CRESTWOOD hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on CRESTWOOD's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall:
  - i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.
  - ii. state that CRESTWOOD's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by CRESTWOOD that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, CRESTWOOD shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, CRESTWOOD will provide a copy of the policy endorsements and forms.
- f. CRESTWOOD agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
  - i. **Commercial General Liability Insurance:**  
\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.

ii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**

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

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

iii. **Umbrella/Excess Insurance:**

\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

- h. CRESTWOOD acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. CRESTWOOD is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any or all rights held by SCHOOL DISTRICT.

6. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor CRESTWOOD will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

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



8. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

9. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of CRESTWOOD hereby represents and warrants that the undersigned is an officer, director, or agent of CRESTWOOD with full legal rights, power and authority to enter into this Agreement on behalf of CRESTWOOD and bind CRESTWOOD with respect to the obligations enforceable against CRESTWOOD in accordance with its terms.

10. **COUNTERPARTS/ELECTRONIC SIGNATURE:** This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

SEAFORD UNION FREE SCHOOL DISTRICT

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

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

PREMIER CAMP COMPANY, LLC d/b/a  
CRESTWOOD COUNTRY DAY

Date: 1/12/2024

By: 

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	A. M. Skier Agency 209 Main Avenue Hawley, PA 18428	CONTACT NAME: AMSkier Agency, Inc. PHONE (A/C, No, Ext): 570-226-4571; 800-245-2666 FAX (A/C, No): 570-226-1105 E-MAIL ADDRESS: amskier@amskier.com
INSURED	Crestwood Day Camp and School 313 Round Swamp Road Melville, NY 11747	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Companies INSURER B: N.Y. State Safety Group-Direct INSURER C: Evanston INSURER D: AmWins Brokerage of New England INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>	PHPK2608200	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL AND ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Deductible: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ Deductible: \$
D	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	MKLV1EUL103695	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	8325417	8/1/2021	8/1/2022	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EACH EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as an additional insured with respect to the activities of the named insured. The general liability policy contains the waiver of subrogation.

## CERTIFICATE HOLDER

## CANCELLATION

Seaford Union Free School District  
1600 Washington Avenue  
Seaford, NY 11783

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

HENRY M. SKIER  
President

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## AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of July, 2023 by and between the Seaford Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at Seaford Union Free School District 1600 Washington Avenue Seaford, NY 11783 and the South Huntington Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746.

## WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

- A. TERM: The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated earlier as provided for in this Agreement.
- B. SERVICES AND RESPONSIBILITIES:
  - 1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by the DISTRICT OF RESIDENCE, and the DISTRICT OF RESIDENCE obtains written parental consent, the DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of the DISTRICT OF LOCATION. The DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by the DISTRICT OF LOCATION's own Committee on Special Education.
    - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
  - 2. The services provided by the DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.

3. The DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. Both parties to this Agreement shall comply with the provisions of the New York State 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 requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
5. The DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The DISTRICT OF LOCATION 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.
6. Upon execution of this Agreement, the DISTRICT OF LOCATION shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the DISTRICT OF LOCATION shall immediately notify the DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. The DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
8. The DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. The DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. The DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. The DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the DISTRICT OF RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January



31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. The DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by the DISTRICT OF RESIDENCE.

10. The DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by the DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, the DISTRICT OF LOCATION shall be subject to visitation by the DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of the DISTRICT OF LOCATION.
12. The DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. The DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
14. The DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from the DISTRICT OF RESIDENCE to the DISTRICT OF LOCATION.
15. 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 initiates litigation in connection with such services, the DISTRICT OF LOCATION shall promptly give written notice of same to the DISTRICT OF RESIDENCE.
16. The DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. The DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. The DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in the DISTRICT OF LOCATION and from the DISTRICT OF LOCATION to the student's home if the special education services are provided after the nonpublic school day.



C. COMPENSATION:

1. The DISTRICT OF LOCATION shall be entitled to recover from the DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to the DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

The DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from the DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to the DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, THE DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

This Agreement recognizes that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that it is these statutes and regulations that may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by the DISTRICT OF RESIDENCE, except as set forth in paragraph C (1) of this Agreement.

D. INDEMNIFICATION:

1. The DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless the DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT OF LOCATION, its officers, directors, agents or employees in connection with the performance of services pursuant to this

Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

2. The DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless the DISTRICT OF LOCATION, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT OF RESIDENCE, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

E. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.



4. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The DISTRICT OF RESIDENCE, 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.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The DISTRICT OF LOCATION, 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.
3. Neither the DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Each party to this Agreement shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect each party from claims set forth below for which the other may be legally liable, whether such operations be by the other party or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.



2. Required Insurance:
  - a. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - c. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
  - d. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of each party performed under the contract for the other party. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
3. Each party shall provide the other with evidence of the above insurance requirements upon execution of the within Agreement. Each party further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the party to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the other party sustains as a result of this breach.

#### 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 DISTRICT OF RESIDENCE:  
Seaford Union Free School District  
1600 Washington Avenue  
Seaford, NY 11783

To DISTRICT OF LOCATION:  
South Huntington Union Free School District  
60 Weston Street  
Huntington Station, New York 11746

2. This Agreement, along with the attached "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.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
9. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

1. The undersigned representative of DISTRICT OF LOCATION to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of DISTRICT OF LOCATION with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF LOCATION and bind DISTRICT OF LOCATION with respect to the obligations enforceable against DISTRICT OF LOCATION in accordance with its terms.



2. The undersigned representative of DISTRICT OF RESIDENCE to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of DISTRICT OF RESIDENCE with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF RESIDENCE and bind DISTRICT OF RESIDENCE with respect to the obligations enforceable against DISTRICT OF RESIDENCE in accordance with its terms.

**DISTRICT OF RESIDENCE**

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

Seaford Union Free School District

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

**DISTRICT OF LOCATION**



Nicholas R. Ciappetta, J.D., President  
South Huntington UFSD

Date: 12/18/23

## AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of September, 2023 by and between SEAFORD SCHOOL DISTRICT (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 1600 Washington Avenue, Seaford, NY, 11783 and Oyster Bay-East Norwich SCHOOL DISTRICT (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 1 McCouns Lane, Oyster Bay, NY 11771.

## WITNESSETH

**WHEREAS**, DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in DISTRICT OF LOCATION, but reside in DISTRICT OF RESIDENCE; and

**WHEREAS**, DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

- A. TERM: The term of this Agreement shall be from July 1, 2023, through June 30, 2024 inclusive, unless terminated earlier as provided for in this Agreement.
- B. SERVICES AND RESPONSIBILITIES:
  - 1. DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.
    - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.
  - 2. The services provided by DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.



3. DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. Both parties to this Agreement shall comply with the provisions of the New York State 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 requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
5. DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. DISTRICT OF LOCATION 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.
6. Upon execution of this Agreement, DISTRICT OF LOCATION shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, DISTRICT OF LOCATION shall immediately notify DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
8. DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by DISTRICT OF RESIDENCE. At

a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by DISTRICT OF RESIDENCE.

10. DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, DISTRICT OF LOCATION shall be subject to visitation by DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of DISTRICT OF LOCATION.
12. DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
14. DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from DISTRICT OF RESIDENCE to DISTRICT OF LOCATION.
15. 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 initiates litigation in connection with such services, DISTRICT OF LOCATION shall promptly give written notice of same to DISTRICT OF RESIDENCE.
16. DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in DISTRICT OF LOCATION and from DISTRICT OF LOCATION to the student's home if the special education services are provided after the nonpublic school day.



C. COMPENSATION:

1. DISTRICT OF LOCATION shall be entitled to recover from DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

This Agreement recognizes that the authority for DISTRICT OF RESIDENCE and DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that it is these statutes and regulations that may define the maximum costs that may be charged hereunder.

DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. Requests for payment by DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. DISTRICT OF RESIDENCE shall pay DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.

D. INDEMNIFICATION:

1. To the fullest extent permitted by law, DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from

any act, omission, error, recklessness or negligence of DISTRICT OF LOCATION, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

2. To the fullest extent permitted by law, DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless DISTRICT OF LOCATION, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of DISTRICT OF RESIDENCE, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

E. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties



further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

4. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF RESIDENCE, 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.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF LOCATION, 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.
3. Neither DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, DISTRICT OF LOCATION hereby agrees to effectuate the naming of DISTRICT OF RESIDENCE as an additional insured on DISTRICT OF LOCATION's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
2. The policy naming DISTRICT OF RESIDENCE as an additional insured shall:
  - a. be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
  - b. state that DISTRICT OF LOCATION's coverage shall be primary and non-contributory coverage for DISTRICT OF RESIDENCE, its Board, employees and volunteers.
3. DISTRICT OF RESIDENCE shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with DISTRICT OF RESIDENCE. A completed copy of the endorsement must be attached to the certificate of insurance.
4. The certificate of insurance must describe the specific services provided by DISTRICT OF LOCATION that are covered by the liability policies.
5. At DISTRICT OF RESIDENCE's request, DISTRICT OF LOCATION shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, DISTRICT OF LOCATION will provide a copy of the policy endorsements and forms.
6. DISTRICT OF LOCATION agrees to indemnify DISTRICT OF RESIDENCE for any applicable deductibles and self-insured retentions.
7. Required Insurance:
  - a. **Commercial General Liability Insurance:**  
\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.
  - b. **Automobile Liability:**  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.



c. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**

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

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

d. **Professional Errors and Omissions Insurance:**

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of DISTRICT OF LOCATION performed under the contract for DISTRICT OF RESIDENCE. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

e. **Umbrella/Excess Insurance:**

\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

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

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 DISTRICT OF RESIDENCE:

Seaford UFSD  
1600 Washington Avenue  
Seaford, NY 11783

To DISTRICT OF LOCATION:

Oyster Bay – East Norwich CSD  
1 McCouns Lane  
Oyster Bay, NY 11771

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supercedes 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.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. 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.
7. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of and proceeding in any such court.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed



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

9. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

1. The undersigned representative of DISTRICT OF LOCATION to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of DISTRICT OF LOCATION with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF LOCATION and bind DISTRICT OF LOCATION with respect to the obligations enforceable against DISTRICT OF LOCATION in accordance with its terms.
2. The undersigned representative of DISTRICT OF RESIDENCE to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of DISTRICT OF RESIDENCE with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF RESIDENCE and bind DISTRICT OF RESIDENCE with respect to the obligations enforceable against DISTRICT OF RESIDENCE in accordance with its terms.

Oyster Bay - East Norwich CSD  
SCHOOL DISTRICT

By: 

Date: 12/12/23

Seaford UFSD  
SCHOOL DISTRICT

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

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

## **HEALTH AND WELFARE SERVICES AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day of July 2023 by and between the Board of Education of Seaford Union Free School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 1600 Washington Ave., Seaford, NY 11783 and the Board of Education of the West Islip School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, NY 11795.

### **WITNESSETH**

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

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

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

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

1. The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP/IESP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:



- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

*It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.*

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$1,145.69 per eligible pupil for the 2023 – 2024 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.



11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

SENDER: Superintendent of Schools  
Seaford Union Free School District  
1600 Washington Ave., Seaford, NY 11783

PROVIDER: Superintendent of Schools  
West Islip Union Free School District  
100 Sherman Avenue, West Islip, NY 11795

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations
19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. This contract shall not become valid and binding upon either party until the contract is approved by the Board of Education of each party and signed by the authorized representatives listed below.

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

\_\_\_\_\_  
*Superintendent of Schools*  
Seaford Union Free School District

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*President, Board of Education*  
Seaford Union Free School District

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*President, Board of Education*  
West Islip Union Free School District

\_\_\_\_\_  
*Date*

*12/14/2023*

**SEAFORD UFSD  
BOARD OF EDUCATION  
MEETING**

**1st Reading**

**January 24, 2024**



**POLICY 6640**  
**FIXED ASSET**  
**ACCOUNTING**

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**REVIEW REVISED POLICY**

**-DRAFT REVISED POLICY-**

**SEAFORD UNION FREE SCHOOL DISTRICT**

**FIXED ASSET ACCOUNTING**

**Policy 6640**

The Board of Education directs the Superintendent of Schools or designee to maintain a continuous and accurate inventory of assets such as land, buildings, improvements, equipment, furniture, materials and fuel under the control of the School District, property and equipment owned by the School District, in accordance with ~~the~~ "The Uniform System of Accounts for School Districts" and Governmental Accounting Standards Board ("GASB") Statement 34 Regulations. ("GASB 34"). Capitalized inventory shall be inventoried and recorded on an annual basis. The Assistant Superintendent for Business and Operations shall be responsible for accounting for general fixed assets according to the procedures outlined by the Uniform System of Accounts for School Districts and GASB 34.

These fixed assets accounts will serve to:

- a. Maintain a physical inventory of assets;
- b. Establish accountability;
- c. Determine replacement costs; and
- d. Determine~~Provide~~ appropriate insurance coverage.

~~Fixed assets with a minimum value established by the Board of Education that have a useful life of one (1) year or more and physical characteristics not appreciably affected by use or consumption shall be inventoried and recorded on an annual basis.~~ Fixed Assets are defined as tangible items of a non-consumable nature, where the normal expected life is one (1) year or more. the value of which is \$500 or more and the normal expected life of which is one (1) year or more. Examples of fixed assets are land, buildings, equipment, fixtures, motor vehicles, audiovisual materials, and computer hardware.

The Board of Education shall establish a dollar threshold for equipment and furnishings of \$500 per item, as a basis for considering which fixed assets are to be depreciated. Such threshold shall ensure that at least 80 percent of the value of all assets are reported. A standardized depreciation method and averaging convention shall also be established for depreciation calculations.

Fixed assets acquired with having a value equal to or greater than the established threshold are considered depreciable assets and shall be inventoried for purposes of GASB Statement No. 34, accounting practices and placed on a depreciation schedule according to its asset class and estimated useful life as stipulated by the Office of the New York State Comptroller's Office or the Internal Revenue Service.

Fixed assets with a minimum value established by the Board of Education that have a useful life of one (1) year or more and physical characteristics not appreciably affected by use or consumption shall be inventoried and recorded on an annual basis.

All assets will be depreciated using the straight-line method. Residual value will be considered.

***-DRAFT REVISED POLICY-***

**SEAFORD UNION FREE SCHOOL DISTRICT**

**FIXED ASSET ACCOUNTING**

**Policy 6640**

The Board of Education shall establish a dollar threshold for equipment and furnishings as a basis for considering which fixed assets are to be depreciated. Such threshold shall ensure that at least 80 percent of the value of all assets are reported. A standardized depreciation method and averaging convention shall also be established for depreciation calculations.

**Inventory Records**

Assets with a value of \$500 or more shall be inventoried and shall be recorded at an initial cost, or, if not available, at an estimated initial cost; ~~g~~ Gifts of fixed assets shall be recorded at estimated fair value at the time of the gift. Disposal of fixed assets which are obsolete or surplus shall be recorded at estimated fair market value at the time of the disposal, or in accordance with generally accepted accounting principles. A property record will be maintained for each asset and will contain, where possible, the following information:

- a. Date of acquisition;
- b. Description;
- c. Cost or value;
- d. Location;
- e. Asset type;
- f. Estimated useful life;
- g. Replacement cost;
- h. Current value;
- i. Salvage value;
- j. Date and method of disposition; and
- k. Department/individual~~Official responsible to whom~~ for the asset is assigned.

Items to be included in the record of fixed assets shall include anything valued at more than \$5,000. All devices that connect to the Internet will be inventoried regardless of cost.~~be classified as follows:~~

<del>Buildings and Improvements</del>	<del>\$15,000 or more</del>
<del>Equipment</del>	<del>\$500 or more</del>
<del>Computer Hardware</del>	<del>all</del>
<del>Cell phones</del>	<del>all</del>

Whenever feasible, each piece of property will be tagged or marked with an identification number assigned by the School District.

The Assistant Superintendent for Business and Operations shall arrange for the physical inventory and appraisal of School District property, equipment and material every three (3) years. Any discrepancies between an inventory and the School District's property records on file should be traced and explained.



***-DRAFT REVISED POLICY-***

**SEAFORD UNION FREE SCHOOL DISTRICT**

**FIXED ASSET ACCOUNTING**

**Policy 6640**

**Capitalization of Assets**

Capitalization thresholds (the dollar value above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the District-Wide Financial Statements for individual fixed asset groups and groups of fixed assets are as follows:

	<u>Capitalization Threshold</u>	<u>Depreciation Method</u>	<u>Estimated Useful Life</u>
<u>Building &amp; Building Improvements</u>	<u>\$15,000</u>	<u>straight line</u>	<u>50 years</u>
<u>Furniture &amp; Equipment</u>	<u>\$5,000</u>	<u>straight line</u>	<u>5-20 years</u>
<u>Land Improvements</u>	<u>\$15,000</u>	<u>straight line</u>	<u>20 years</u>
<u>Vehicles</u>	<u>\$5,000</u>	<u>straight line</u>	<u>8 years</u>
<u>Computer Hardware*</u>	<u>\$5,000</u>	<u>straight line</u>	<u>10 years</u>
<u>Cell Phones*</u>	<u>\$5,000</u>	<u>straight line</u>	<u>10 years</u>

Useful lives will be determined in the year of purchase based on general guidelines obtained from professional organizations and the asset's present condition. The School District will use the straight-line method of depreciation, and depreciation expense will be calculated beginning in the year of acquisition.

\*All computer hardware or cell phones will be aggregated to determine if the capitalization threshold has been met.

**SEAFORD UNION FREE SCHOOL DISTRICT**

**FIXED ASSET ACCOUNTING**

**Policy 6640**

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**Equipment Acquired Under a Federal Government Grant**

The School District shall comply with the U.S. Department of Education regulations governing the use, management requirements and disposition of any and all equipment acquired through a federal government grant. These federal Education Department General Administrative Regulations (collectively known or referred to as EDGAR) comprise parts 74 through 99 of Title 34 of the Code of Federal Regulations (CFR).

**Interscholastic Athletics Inventory**

1. Coaches of all interscholastic athletic teams shall prepare annually an inventory for their respective sport. The inventory shall be prepared prior to the beginning of the season and updated at the conclusion of the season.
2. Difference between the items on the pre-season and post-season inventory shall be consistent with the reports on lost, stolen, or broken equipment.
3. The inventories shall be on a form prescribed by the Superintendent of Schools or designee.

Cross-ref: 6600 Fiscal Accounting and Reporting

Ref:

Adoption Date: January 8, 2020

Revised: November 16, 2022

**POLICY 8625**

**STUDENT, TEACHER  
AND PRINCIPAL DATA  
AND PRIVACY**

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**REVIEW REVISED POLICY**



***-DRAFT REVISED POLICY-***

**SEAFORD UNION FREE SCHOOL DISTRICT**

**STUDENT, TEACHER AND PRINCIPAL  
DATA AND PRIVACY**

**Policy 8625**

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The Board of Education recognizes its responsibility to enact policies that provide privacy and security for student, teacher and principal data in accordance with law. This is particularly relevant in the context of the administration of student, teacher and principal data which is collected, surveys that collect personal information, the disclosure of personal information for marketing purposes and in conducting physical exams.

As provided in Education Law Section 2-d and/or its implementing regulations, the following terms, as used in this policy, will mean:

- a) "Breach" means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.
- b) "Building principal" means a building principal subject to annual performance evaluation review under the provisions of Education Law Section 3012-c.
- c) "Classroom teacher" means a teacher subject to annual performance evaluation review under the provisions of Education Law Section 3012-c.
- d) "Commercial or marketing purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve, or market products or services to students.
- e) "Contract or other written agreement" means a binding agreement between an educational agency and a third-party, which includes, but is not limited to, an agreement created in electronic form and signed with an electronic or digital signature or a click-wrap agreement that is used with software licenses, downloaded, and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.
- f) "Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
- g) "Education records" means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.
- h) "Educational agency" means a school district, board of cooperative educational services (BOCES), school, or the New York State Education Department (NYSED).

**SEAFORD UNION FREE SCHOOL DISTRICT**

**STUDENT, TEACHER AND PRINCIPAL  
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- i) "Eligible student" means a student who is eighteen years or older.
- j) "Encryption" means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States Department of Health and Human Services in guidance issued under 42 USC Section 17932(h)(2).
- k) "FERPA" means the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.
- l) "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1). A copy of the NIST Cybersecurity Framework is available at the Office of Counsel, State Education Department, State Education Building, Room 148, 89 Washington Avenue, Albany, New York 12234.
- m) "Parent" means a parent, legal guardian, or person in parental relation to a student.
- n) "Personally identifiable information (PII)," as applied to student data, means personally identifiable information as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act, 20 USC Section 1232g, and, as applied to teacher or principal data, means personally identifying information as this term is defined in Education Law Section 3012-c(10).
- o) "Release" has the same meaning as disclosure or disclose.
- p) "Student" means any person attending or seeking to enroll in an educational agency.
- q) "Student data" means personally identifiable information from the student records of an educational agency.
- r) "Teacher or principal data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law Sections 3012-c and 3012-d.
- s) "Third-party contractor" means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to the educational agency, including but not limited to data management or



**SEAFORD UNION FREE SCHOOL DISTRICT**

**STUDENT, TEACHER AND PRINCIPAL  
DATA AND PRIVACY**

**Policy 8625**

storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term will include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to Education Law Section 211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.

- t) "Unauthorized disclosure" or "unauthorized release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

**District Data Privacy and Security Standards**

The School District will use the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1) (Framework) as the standard for its data privacy and security program. The Framework is a risk-based approach to managing cybersecurity risk and is composed of three parts: the Framework Core, the Framework Implementation Tiers, and the Framework Profiles. The Framework provides a common taxonomy and mechanism for organizations to:

- a) Describe their current cybersecurity posture;
- b) Describe their target state for cybersecurity;
- c) Identify and prioritize opportunities for improvement within the context of a continuous and repeatable process;
- d) Assess progress toward the target state; and
- e) Communicate among internal and external stakeholders about cybersecurity risk.

The School District will protect the privacy of PII by:

- a) Ensuring that every use and disclosure of PII by the District benefits students and the School District by considering, among other criteria, whether the use and/or disclosure will:
  - 1. Improve academic achievement;
  - 2. Empower parents and students with information; and/or



**SEAFORD UNION FREE SCHOOL DISTRICT**

**STUDENT, TEACHER AND PRINCIPAL  
DATA AND PRIVACY**

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3. Advance efficient and effective school operations.

- b) Not including PII in public reports or other public documents.

The School District affords all protections under FERPA and the Individuals with Disabilities Education Act and their implementing regulations to parents or eligible students, where applicable.

**Data Protection Officer**

The School District has designated a School District employee to serve as the School District's Data Protection Officer.

The Data Protection Officer is responsible for the implementation and oversight of this policy and any related procedures including those required by Education Law Section 2-d and its implementing regulations, as well as serving as the main point of contact for data privacy and security for the School District.

The School District will provide training to the Data Protection Officer to administer these functions. The Data Protection Officer may perform these functions in addition to other job responsibilities.

**Data Collection Transparency and Restrictions**

As part of its commitment to maintaining the privacy and security of student data and teacher and principal data, the School District will take steps to minimize its collection, processing, and transmission of PII. Additionally, the School District will:

- a) Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- b) Ensure that it has provisions in its contracts with third-party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with law and School District policy.

Except as required by law or in the case of educational enrollment data, the School District will not report to NYSED the following student data elements:

- a) Juvenile delinquency records;
- b) Criminal records;

**SEAFORD UNION FREE SCHOOL DISTRICT**

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- c) Medical and health records; and
- d) Student biometric information.

Nothing in Education Law Section 2-d or this policy should be construed as limiting the administrative use of student data or teacher or principal data by a person acting exclusively in the person's capacity as an employee of the School District.

**Privacy and Security of Student Data**

The Board of Education is committed to protecting the privacy and security of each and every student's data. In accordance with law, the following shall govern parental rights concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents/person(s) in parental relation have the right to inspect and review the complete contents of their child's education record.
3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.
4. A complete list of all student data elements collected by the State Education Department is available for public review at:

[http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights\\_2.pdf](http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_2.pdf)

or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

5. Parents/person(s) in parental relation have the right to file complaints about possible breaches of student data. Parents/person(s) in parental relation may submit a complaint regarding a potential breach by the School District to the Superintendent of Schools or designee. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234.



**SEAFORD UNION FREE SCHOOL DISTRICT**

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**Policy 8625**

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6. Parents/person(s) in parental relation have the right to file complaints about possible breaches of student data. Parents/person(s) in parental relation may submit a complaint regarding a potential breach by the School District to the Superintendent of Schools or designee. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to [privacy@nysed.gov](mailto:privacy@nysed.gov).
7. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify the School District within seven (7) days of discovery of the breach or unauthorized disclosure.
8. If the School District enters into a contract in which student, teacher, or principal data is shared with a third party, the School District will require the contractor to provide evidence that it has adopted a data and security plan in accordance with Education Law, section 2-d and will post as supplemental information be appended to the Parents' Bill of Rights the following information:
  - a. the exclusive purposes for which the student data will be used;
  - b. how the service provider will ensure that subcontractors, persons or entities that service provider will share the student data with, if any, will abide by data protection and security requirements;
  - c. that student data will be returned or destroyed upon expiration of the Agreement;
  - d. if and how a parent/person(s) in parental relation, student, or eligible student may challenge the accuracy of the student data that is collected; and
  - e. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
9. Parents may access the State Education Department's Parents' Bill of Rights at:  
<http://www.nysed.gov/data-privacy-security/student-data-inventory>



**SEAFORD UNION FREE SCHOOL DISTRICT**

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10. The School District will post a Parents' Bill of Rights in accordance with the requirements of Education Law.
  11. The School District will designate a Data Protection Officer on an annual basis who shall be responsible for the implementation of policies and procedures required by law and to serve as the point of contact for data security and privacy for the School District.

The School District will publish on its website the supplement to the Bill of Rights (i.e., the supplemental information described above) for any contract or other written agreement it has entered into with a third-party contractor that will receive PII from the School District. The Bill of Rights and supplemental information may be redacted to the extent necessary to safeguard the privacy and/or security of the School District's data and/or technology infrastructure.

The School District will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1.

**Third-Party Contractors**

**School District Responsibilities**

The School District will ensure that whenever it enters into a contract or other written agreement with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the School District, the contract or written agreement will include provisions requiring that confidentiality of shared student data or teacher or principal data be maintained in accordance with law and School District policy.

In addition, the School District will ensure that the contract or written agreement includes the third-party contractor's data privacy and security plan that has been accepted by the School District.

**Surveys**

The Board of Education recognizes that student surveys are a valuable tool in determining student needs for educational services. In accordance with law and Board policy, parental/person(s) in parental relation consent is required for minors to take part in surveys which gather any of the following information:

1. political affiliations or beliefs of the student or the student's parent/person(s) in parental relation;
2. mental or psychological problems of the student or the student's family;

***-DRAFT REVISED POLICY-***

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3. sex behavior or attitudes;
  4. illegal, anti-social, self-incriminating or demeaning behavior;
  5. critical appraisals of other individuals with whom respondents have close family relationships;
  6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers;
  7. religious practices, affiliations or beliefs of the student or the student's parent/person in parental relation; or
  8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

In the event that the School District plans to survey students to gather information included in the list above, the School District will obtain written consent from the parent/person(s) in parental relation in advance of administering the survey. The notification/consent form will also apprise the parent/person(s) in parental relation of their right to inspect the survey prior to their child's participation.

**Marketing**

It is the policy of the Board of Education not to collect, disclose, or use personal information gathered from students for the purpose of marketing or selling that information or providing it to others for that purpose. "Personal Information" is defined as: "individually identifiable information concerning the student, including a student's or parent's first and last name, home address, telephone numbers and/or social security number."

**Inspection of Instructional Material**

Parents/person(s) in parental relation shall have the right to inspect, upon request, any instructional material, used as part of the educational curriculum for students. "Instructional material" is defined as: "instructional content that is provided to a student, regardless of format including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). It does not include tests or academic assessments."

A parent/person(s) in parental relation who wishes to inspect and review such instructional material shall submit a request in writing to the Building Principal. Upon receipt of such request,



***-DRAFT REVISED POLICY-***

**SEAFORD UNION FREE SCHOOL DISTRICT**

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arrangements shall be made to provide access to such material to within thirty (30) calendar days after the request has been received.

**Notification of Rights**

Parents/person(s) in parental relation and eligible students shall be notified of this policy at least annually, at the beginning of the school year and when enrolling students for the first time in the School District's schools. In the annual notification, the School District shall notify the parents/person(s) in parental relation and eligible students of the specific or approximate dates during the school year when the activities involving collection, disclosure or use of personal information collected from students for the purpose of marketing or selling the information and the administration of any surveys, ~~and any non-emergency, invasive physical exams or screenings, that~~ are scheduled or expected to be scheduled.

The annual notification shall also inform parents/person(s) in parental relation and eligible students that, upon request, the School District will disclose the name, address and telephone number of high school students to military recruiters and institutions of higher learning unless the parents/person(s) in parental relation or eligible students exercise their right to prohibit the release of the information without prior written consent. The School District shall also notify parents/person(s) in parental relation and eligible students within a reasonable period of time after any substantive change to this policy.

**Notification of Breach or Unauthorized Release**

The School District will notify affected parents/person(s) in parental relation, eligible students, teachers and/or principals of a breach or unauthorized release of information as set forth in Policy 8635, Information Security Breach and Notification.

Cross-ref:      5420 Student Health Services  
                     5500 Student Records  
                     8635 Information Security Breach and Notification

Ref:      20 USC §1232h  
             34 CFR Part 98  
             Education Law, section 2-d  
             Education Law §903  
             8 NYCRR Part 121

Adoption Date: July 8, 2020

Revised: December 13, 2023





## SEAFORD UFSD – Obsolete Equipment Excess Form

School: Seaford High School

<b>Requesting Staff Member:</b>		
Tracey McClinchey		12/7/2023
<b>Print Name:</b>	<b>Signature:</b>	<b>Date:</b>

<b>Approved by:</b>				
Nicole J Schnabel				12/7/2023
<b>Principal</b>		<b>Signature</b>		<b>Date</b>
Andrew Casale				
<b>Assistant Superintendent</b>		<b>Signature</b>		<b>Date</b>
Equipment Type	Model	Serial No.	Inventory #	Reason for Obsolescence
Airtech Printing Press	Powder Mizer	0692	1000417	No longer in use
Itek Graphix Plate Maker	613s	n/a	04647	No longer in use
Masr tin Yale Letter Folder	Seventeen Mark VI	0975	02863	No longer in use
Omron Stapler/Folder	H2a	n/a	02864	No longer in use
Challenge Hydraulic Cutter	H-B	10860	02865	No longer in use.

BOE Approval Date: \_\_\_\_\_

3-7-2022

CC: Treasurer

Make	Model	Description	Serial Number	Asset Tag Number
Alrttech	Powdermizer	Printing press	0692	1000417
Itek graphix	613s	Plate maker	n/a	04647
Masrtin yale	Seventeen mark VI	Letter folder	0975	02863
Omron	H2a	Stapler/folder	n/a	02864
Challenge	H-B	Hydraulic cutter	10860	02865

16th

20

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Q-50 11:30

180 - 3



## SEAFORD UFSD – Obsolete Equipment Excess Form

School:

Requesting Staff Member:

Anne Oldfield

Anne Oldfield

1/10/25

Print Name:

Signature:

Date:

Approved by:

D. Emmench

[Signature]

Principal

Signature

Date

[Signature] A. Casale

[Signature]

1/16/25

Assistant Superintendent

Signature

Date

Equipment Type	Model	Serial No.	Inventory #	Reason for Obsolescence
Lammator	Phoenix	16072700 DHP	08434	Broken
	2700-DHP	017		

BOE Approval Date: \_\_\_\_\_

3-7-2022

CC: Treasurer



SEAFORD UNION FREE SCHOOL DISTRICT  
SEAFORD, NEW YORK

\*BD. E approval

**REQUEST FOR APPROVAL OF FIELD TRIP**

<u>BUILDING</u>	<u>FUNDING</u>
X High School, 1575 Seamans Neck Road ___ Middle School, 3940 Sunset Avenue ___ Manor Elementary, 1590 Washington Ave. ___ Harbor Elementary, 3500 Bayview Street  Date: _____	Student Activity/ <u>Trust &amp; Agency</u> : Model Congress Budget: _____ Other: _____  Requestor Name: Marissa Greenberg

**NOTE: THIS FORM SHOULD BE SUBMITTED TO MS. SCHNABEL'S OFFICE 90 DAYS IN ADVANCE OF REQUESTED TRIP. ALL TRIPS OUTSIDE OF NASSAU/SUFFOLK COUNTIES NEED BOARD OF EDUCATION APPROVAL. AFTER ALL BUILDING-LEVEL APPROVALS HAVE BEEN GIVEN, THIS FORM SHOULD BE SUBMITTED TO THE TRANSPORTATION COORDINATOR.**

Date of Trip: 3/14/2024 3/16/2024 Date of BOE Approval:

Destination: New Rochelle High School

Address: 265 Clove Road, New Rochelle NY 10801

Purpose Of Trip: Model Congress Meet

Teacher: Ms. Greenberg and Ms. Spadafora Class/Group: Model Congress

Estimated Cost To Students (Itemize): \$30 - paid to host school

# Of Students: 10-15 # of Chaperones: 1

$\frac{1}{2}$  # of Security (if leaving Long Island): 1

Time of Departure from School: 7:45 am

Pick-Up Location: **Main Parking Lot (Students/staff must exit through Renaissance)**

Means Of Transportation: Yellow Bus Railroad Coach Bus Other

Time Of Departure from Destination: 8:00 am

Time of Return To School: 8:30 9:00 pm

No. Of Buses: 1 Cost Per Bus:

Total Cost For Buses: \$539.32

**APPROVALS**

Department Lead/Liaison

U. Schnabel  
Building Principal

[Signature]  
Assistant Superintendent for Business

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

Date: 1/3/24

Date: 1/5/24

**ONCE THE FIELD TRIP HAS BEEN APPROVED, COPIES WILL BE SENT TO:**

Requestor Building Principal Superintendent Bus Company Security (when needed)

Revised September 2022-original must be printed on YELLOW paper



\* Needs Board approval

# REQUEST FOR APPROVAL OF FIELD TRIP

<b>BUILDING:</b>		<b>FUNDING:</b>	
<input type="checkbox"/>	High School, 1575 Seamans Neck Road	Student Activity/Trust & Agency: _____	
<input checked="" type="checkbox"/>	Middle School, 3940 Sunset Avenue	Budget: _____	
<input type="checkbox"/>	Manor Elementary, 1590 Washington Avenue	Other: _____	
<input type="checkbox"/>	Harbor Elementary, 3500 Bayview Street		
Date: <u>12/21/23</u>		Requestor Name: <u>Dan Hayden / Carly Spadafora</u>	

NOTE: THIS FORM MUST BE SUBMITTED AT LEAST TWO (2) WEEKS PRIOR TO TAKING TRIP. IF TRIP REQUIRES BOARD OF EDUCATION APPROVAL, REQUEST MUST BE SUBMITTED AT LEAST FIVE (5) WEEKS PRIOR TO TAKING TRIP. AFTER ALL BUILDING LEVEL APPROVALS HAVE BEEN GIVEN, THIS FORM SHOULD BE SUBMITTED TO THE TRANSPORTATION COORDINATOR.

DATE OF TRIP: 5/14/24 + 5/15/24 Date of BOE Approval (If Required): \_\_\_\_\_

DESTINATION: Lower East Side Tenement Museum / Restaurants T.B.D.

Address: 91 Orchard Street NY, NY 10002

Purpose Of Trip: Immigration - Life in a Tenement, Walk through Little Italy, ethnic restaurant

Teacher: D. Hayden / C. Spadafora Periods Going On Trip: ALL Grade Level/Group: 7

Periods To Be Covered By Substitute: ALL Cost To Students (Itemize): \$89 (Bus \$26, Tenement Tix \$28, Lunch, \$35)

Chaperones: T.B.D. Security Needed: ☐ Yes ☐ No

No. Of Pupils: 5/14 82 5/15 83 No. of Adults: 5/14 10-15 5/15 10-15 Time Of Departure From School: 7:50 am

Pick-Up Location: ☒ Front Of Building ☐ Main Parking Lot ☐ Wing A/B/C

Means Of Transportation: ☐ Bus ☐ R.R. ☐ Coach ☐ Other \_\_\_\_\_

Time Of Departure From Destination: 1:30 pm Time Of Return To School: 3:00 pm

No. Of Buses: 5/14 2 5/15 2 Cost Per Bus: \$1975 Total Cost For Buses: \$7900 (\$4,000 paid from budget)

## APPROVALS

Department Chairperson \_\_\_\_\_

Building Principal \_\_\_\_\_

Assistant Superintendent for Business \_\_\_\_\_

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

Date: 12/21/23

Date: 1/2/24

ONCE THE FIELD TRIP HAS BEEN APPROVED, COPIES WILL BE SENT TO:

Requestor \_\_\_\_\_ Building Principal \_\_\_\_\_ Superintendent \_\_\_\_\_ Bus Company \_\_\_\_\_ Marianne Tagariello \_\_\_\_\_ Security (when needed) \_\_\_\_\_