



SEAFOORD UNION FREE SCHOOL DISTRICT

Dr. Adele V. Pecora, Superintendent of Schools

SPECIAL MEETING OF THE BOARD OF EDUCATION

December 19, 2024

8:30 a.m. – SPECIAL MEETING

AGENDA

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. 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)

4. CONTRACTS

1. Recommend the Board of Education approve the following revised agreement for professional development for the period March 1, 2024, through June 30, 2025 and authorize the Board President to execute said agreement on its behalf:

Center for Forensic and Clinical Psychology

5. PERSONNEL ACTIONS

1. Instructional Personnel Actions dated December 19, 2024

6. ADJOURNMENT

AGREEMENT

THIS AGREEMENT made as of the 1st day of March, 2024 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 1600 Washington Avenue, Seaford, New York 11783, and CENTER FOR FORENSIC AND CLINICAL PSYCHOLOGY, P.C. (hereinafter referred to as "CONSULTANT"), as the party of the second part, having its principal place of business for purposes of this Agreement located at 19 West 34th Street, Penthouse, New York, New York 10001.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for providing professional development services; and

WHEREAS, CONSULTANT is in the business of providing professional development services; and

WHEREAS, CONSULTANT is ready, willing, and able to provide professional development services to SCHOOL DISTRICT.

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period March 1, 2024 to June 30, 2025, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** CONSULTANT shall provide the following services, consisting of, but not limited to the following:

- a. Training for Behavioral Threat Assessment and Management.
- b. Consult SCHOOL DISTRICT on management of the threat/risk evaluation process.
- c. Consult SCHOOL DISTRICT on management of SCHOOL DISTRICT's response to allegedly threatening incident(s).
- d. Consult with SCHOOL DISTRICT on conflict management cases.
- e. Preparation for and appearance at any deposition or trial in defense of any action against SCHOOL DISTRICT or CONSULTANT.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by CONSULTANT to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay CONSULTANT the rates set forth in Appendix A.

4. **INVOICE DUE ON MONTHLY BASIS:** CONSULTANT will submit an invoice for services rendered on a monthly basis, and payment to CONSULTANT shall be made within thirty (30) days from receipt of invoice from CONSULTANT. The invoice shall include types of services

rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give CONSULTANT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees of CONSULTANT shall be deemed employees of CONSULTANT for all purposes and CONSULTANT alone shall be responsible for their work, personal conduct, direction, and compensation. CONSULTANT acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. CONSULTANT is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. CONSULTANT shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CONSULTANT, 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. CONSULTANT agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. CONSULTANT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. CONSULTANT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF CONSULTANT:** CONSULTANT shall be responsible for all costs and expenses incurred by CONSULTANT that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by CONSULTANT in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to CONSULTANT under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. CONSULTANT agrees that any tax obligation of CONSULTANT arising from the payments made under this Agreement will be CONSULTANT's sole responsibility. CONSULTANT will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.

9. **LICENSE AND AUTHORIZATION:** CONSULTANT warrants that it is duly licensed and authorized to perform the services as described herein. CONSULTANT warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. CONSULTANT further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. CONSULTANT shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, CONSULTANT agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. CONSULTANT further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

10. **COMPLIANCE WITH LAW:** CONSULTANT understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education ("SAVE") legislation. CONSULTANT shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. CONSULTANT further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to SCHOOL DISTRICT. CONSULTANT must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT's verification of such individuals' clearance status. In the event that CONSULTANT utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

11. **AUTHORIZATION OF SCHOOL DISTRICT:** CONSULTANT shall coordinate all services through the Superintendent of Schools or designee or any other authorized office of SCHOOL DISTRICT.

12. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, CONSULTANT, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

13. **PHOTO I.D.:** CONSULTANT shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

14. **TERMINATION:**

- a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to CONSULTANT. In the event of such termination, the parties will

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

- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by CONSULTANT, upon three (3) days' written notice from SCHOOL DISTRICT to CONSULTANT.
- c. This Agreement may be terminated by CONSULTANT upon seven (7) days written notice to SCHOOL DISTRICT.

15. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** CONSULTANT represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event CONSULTANT is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, CONSULTANT will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to CONSULTANT, SCHOOL DISTRICT reserves the right to immediately cease contracting with CONSULTANT.

CONSULTANT further represents and warrants it will, at a minimum, check monthly all of its employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and
- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, CONSULTANT will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

16. **CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS:**

- a. CONSULTANT, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential

information. CONSULTANT, 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. CONSULTANT further agrees that any information received by CONSULTANT, 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 SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by CONSULTANT, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

- b. CONSULTANT acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law § 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). CONSULTANT understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information (hereinafter referred to as "PII") from education records, and it shall:
 - i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
 - iii. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of education records in its custody; and
 - iv. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.
- c. CONSULTANT has no property or licensing rights or claims of ownership to PII, and CONSULTANT must not use PII for any purpose other than to provide the services set forth in the Agreement. Neither the services provided nor the manner in which such services are provided shall violate New York law.
- d. CONSULTANT further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by CONSULTANT for all

employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

- e. CONSULTANT understands that as part of SCHOOL DISTRICT's obligations under New York Education Law § 2-d, CONSULTANT is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
 - i. the exclusive purposes for which the student data will be used;
 - ii. how CONSULTANT will ensure that subcontractors, persons or entities that CONSULTANT will share the student data with, if any, will abide by data protection and security requirements;
 - iii. that student data will be returned or destroyed upon expiration of the Agreement;
 - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
 - v. 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.
- f. Upon request by SCHOOL DISTRICT, CONSULTANT shall provide SCHOOL DISTRICT with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate CONSULTANT's own information security policies, confidentiality obligations, and applicable laws. In addition, CONSULTANT may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, SCHOOL DISTRICT's policies applicable to CONSULTANT, and alignment with the NIST Cybersecurity Framework performed by an independent third party at CONSULTANT's expense, and provide the audit report to SCHOOL DISTRICT. CONSULTANT may provide SCHOOL DISTRICT with a recent industry standard independent audit report on CONSULTANT's privacy and security practices as an alternative to undergoing an audit.
- g. The following requirements apply if CONSULTANT will use subcontractors that have access to PII in the course of providing the services:
 - i. CONSULTANT shall only disclose PII to CONSULTANT's employees and subcontractors who need to know the PII in order to provide the services and the disclosure of PII shall be limited to the extent necessary to provide such services. CONSULTANT shall ensure that all such employees and subcontractors comply with the terms of this addendum.

- ii. CONSULTANT must ensure that each subcontractor performing functions pursuant to the Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this addendum.
- iii. CONSULTANT shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this addendum, CONSULTANT shall: notify SCHOOL DISTRICT and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this addendum. In the event there is an incident in which the subcontractor compromises PII, CONSULTANT shall follow the Data Breach reporting requirements set forth herein.
- iv. CONSULTANT shall take full responsibility for the acts and omissions of its employees and subcontractors.
- v. CONSULTANT must not disclose PII to any other party unless such disclosure is required by statute, court order, or subpoena, and CONSULTANT makes a reasonable effort to notify SCHOOL DISTRICT of the court order or subpoena in advance of compliance but in any case, provides notice to SCHOOL DISTRICT no later than the time the PII is disclosed, unless such disclosure to SCHOOL DISTRICT is expressly prohibited by the statute, court order or subpoena.
- h. CONSULTANT shall ensure that all its employees and subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.
- i. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, CONSULTANT shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps CONSULTANT has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. Notifications required pursuant to this section must be in writing, given by personal delivery, or by registered or certified mail, and must, to the extent available, include a description of the breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of CONSULTANT's investigation; and the contact information for representatives who can assist SCHOOL DISTRICT. In the case of required notification to a parent or eligible student, CONSULTANT shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.
- j. CONSULTANT agrees that it will cooperate with SCHOOL DISTRICT and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of CONSULTANT or its Authorized Users, as related to such investigations, will be the sole responsibility of CONSULTANT if such breach is attributable to CONSULTANT or its subcontractors.

- k. In the event that CONSULTANT fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$20 per student, teacher, and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).
- l. Except as set forth in paragraph (k) above, in the event CONSULTANT violates Education Law § 2-d, said violation shall be punishable by a civil penalty of up to \$1,000. A second violation involving the same data shall be punishable by a civil penalty of up to \$5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to \$10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).
- m. CONSULTANT shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.
- n. The following procedure shall take place upon the termination of the Agreement:
 - i. CONSULTANT agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing services to SCHOOL DISTRICT, unless such retention is either expressly authorized for a prescribed period by the Agreement or other written agreement between the Parties, or expressly requested by SCHOOL DISTRICT for purposes of facilitating the transfer of PII to SCHOOL DISTRICT or expressly required by law. As applicable, upon expiration or termination of the Agreement, CONSULTANT shall transfer PII, in a format agreed to by the Parties to SCHOOL DISTRICT.
 - ii. If applicable, once the transfer of PII has been accomplished in accordance with SCHOOL DISTRICT's written election to do so, CONSULTANT agrees to return or destroy all PII when the purpose that necessitated its receipt by CONSULTANT has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of CONSULTANT in a secure data center and/or cloud-based facilities that remain in the possession of CONSULTANT or its subcontractors, CONSULTANT shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

- iii. CONSULTANT shall provide SCHOOL DISTRICT with a written certification of the secure deletion and/or destruction of PII held by CONSULTANT or its subcontractors.
- iv. To the extent that CONSULTANT and/or its subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.
- o. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

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

18. **INDEMNIFICATION and HOLD HARMLESS:**

- a. Except with regard to any action initiated by SCHOOL DISTRICT against CONSULTANT and to the fullest extent permitted by law, CONSULTANT agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, members of the Board of Education, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any willful misconduct, recklessness or gross negligence of CONSULTANT, its officers, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- b. SCHOOL DISTRICT agrees to defend, indemnify, and hold harmless CONSULTANT, its officers, members of the Board of Education, agents, or employees against all claims, demands, actions, lawsuits, costs, damages, and expenses, including attorneys' fees, judgments, fines, and amounts, arising from any willful misconduct, recklessness or gross negligence of SCHOOL DISTRICT, its officers, 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.
- c. **Indemnification Procedure.** The party seeking indemnification ("Indemnitee") shall notify the indemnifying party ("Indemnitor") of any matter which it intends to seek indemnification promptly after becoming aware of such matter. If so notified in writing of any action or claim brought or threatened against the Indemnitee for which the Indemnitor is to provide indemnification hereunder, the Indemnitor shall defend such claim or action at its expense, with counsel of its choice, but which shall be subject to approval by the Indemnitee (which approval shall not be unreasonably withheld or denied), and pay the costs, damages and attorney's fees arising from any such claim or action, as well as any related liabilities, losses and expenses suffered or incurred by the Indemnitee. The Indemnitee shall have the right to participate in the defense of

any such claim or action with counsel of its choice and at its expense and to approve any such settlement unless such settlement includes a complete release of the Indemnatee by the claimant or plaintiff. The Indemnatee shall take such actions (at the expense of the Indemnitor) as may be reasonably requested by the Indemnitor to assist the Indemnitor in connection with any such defense or settlement.

19. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on CONSULTANT'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 CONSULTANT'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 SCHOOL DISTRICT for all coverages including Workers' Compensation.
- 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 CONSULTANT that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, CONSULTANT shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, CONSULTANT will provide a copy of the policy endorsements and forms.
- f. CONSULTANT 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. **Automobile Liability (if applicable):**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

iii. **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.

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

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of CONSULTANT performed under the contract for SCHOOL DISTRICT. 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.

v. **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. CONSULTANT acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. CONSULTANT 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 and all rights held by SCHOOL DISTRICT.

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

Center for Forensic and Clinical Psychology, P.C.
19 West 34th Street, Penthouse
New York, New York 10001

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Director of Pupil Personnel Services

21. **ASSIGNMENT OF AGREEMENT:** CONSULTANT shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

22. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor CONSULTANT 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.

23. **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.

24. **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.

25. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and CONSULTANT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

26. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

27. **REPRESENTATIONS AND WARRANTIES:** CONSULTANT represents and warrants: 1) that CONSULTANT has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that CONSULTANT has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

28. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

29. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

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

31. **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.

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

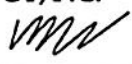
SEAFORD UNION FREE SCHOOL DISTRICT

Date: _____

By: _____

CENTER FOR FORENSIC AND CLINICAL
PSYCHOLOGY, P.C.

Date: 03/07/2024

By:  _____

Appendix A

Center For Forensic and Clinical Psychology, P.C.

2024-2025 Rates

SERVICE	RATE
Case Consultations	\$350.00 per hour
Expert Witness Testimony	\$350.00 per hour
Full Day Training	\$4,500.00 per day
Administrative Training Only	\$1,500.00 per training
All Stakeholder Training	\$750.00 per training
Booster Training	\$350.00 per hour
Consultation for BTAM	\$350.00 per hour

AMENDMENT

THIS AMENDMENT made this 10th day of December, 2024 to the March 1, 2024 Agreement between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT") and THE CENTER FOR FORENSIC AND CLINICAL PSYCHOLOGY, P.C. (hereinafter referred to as the "CONSULTANT").

WHEREAS, the parties entered into an Agreement dated March 1, 2024 establishing the rights and responsibilities of the parties for professional development services to be provided by the CONSULTANT to SCHOOL DISTRICT; and

WHEREAS, the parties are desirous of providing for amendment of said Agreement.

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the aforementioned Agreement shall continue in full force and effect during the term thereof, except as expressly modified herein.

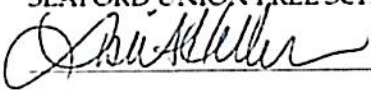
SECOND: APPENDIX A

Effective March 1, 2025, Appendix A shall be revised to state the following:

SERVICE	RATE
Case Consultations	\$400.00 per hour
Expert Witness Testimony	\$400.00 per hour
Full Day Training	\$5,000.00 per day
Administrative Training Only	\$2,000.00 per training
All Stakeholder Training	\$750.00 per training

SERVICE	RATE
Booster Training	\$100.00 per hour
Consultation for BTAM	\$100.00 per hour

Dated: 12/11/24

SEAFORD UNION FREE SCHOOL DISTRICT
By: 

Dated: 12/10/24

THE CENTER FOR FORENSIC AND CLINICAL
PSYCHOLOGY, P.C.
Kostas A. Katsavdakakis, PhD, ABPP
By: Digitally signed by Kostas A. Katsavdakakis, PhD, ABPP
Date: 2024.12.10 19:26:18 -05'00'

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783

Parents' Bill of Rights for Data Privacy and Security

The Seaford Union Free School District is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents 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: <https://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Dr. Adele Pecora, Superintendent of Schools, 1600 Washington Avenue, Seaford, New York. 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 may be submitted to NYSED at <https://www.nysed.gov/data-privacy-security/report-improper-disclosure> by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or email to privacy@nysed.gov or by telephone at (518) 474-0937.
6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
7. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
8. Parents may access the State Education Department's Parents' Bill of Rights at: https://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_2.pdf.

Acknowledged by: _____



Signature

Center for Forensic & Clinical Psychology, PC

Organization

03/07/2024

Date

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

As per the Agreement between the undersigned and the School District, this information must be completed by the Service Provider within ten (10) days of execution of the Agreement.

Name of Provider:	Kostas A Katsavdakakis, PhD, ABPP
Description of the purpose(s) for which Provider will receive/access PII:	Consultation on Threat Assessment and Management Cases
Type of PII that Provider will receive/access:	Check all that apply: ☐ Student PII ☒ APPR Data
Contract Term:	Contract Start Date: <u>March 3 2024</u> Contract End Date: <u>June 30 2025</u>
Subcontractor Written Agreement Requirement:	Provider will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by State and Federal laws and regulations, and the Contract. (check applicable option) ☒ Provider will not utilize subcontractors. ☐ Provider will utilize subcontractors.
Data Transition and Secure Destruction:	Upon expiration or termination of the Contract, Provider shall: <ul style="list-style-type: none"> Securely transfer data to the School District, or a successor provider at the School District's option and written discretion, in a format agreed to by the parties. Securely delete and destroy data.
Challenges to Data Accuracy:	Parents, teachers, or principals who seek to challenge the accuracy of PII will do so by contacting the School District. If a correction to data is deemed necessary, the School District will notify Provider. Provider agrees to facilitate such corrections within 21 days of receiving the School District's written request.

Secure Storage and Data Security:	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p>☐ Using a cloud or infrastructure owned and hosted by a third party.</p> <p>☐ Using Contractor owned and hosted solution.</p> <p>☒ Other:</p> <p>Encrypted and Password Protected Hard Drive</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p> <p>Encryption, Password Protected, Retinal Scan</p>
Encryption:	<p>Data will be encrypted while in motion and at rest.</p>

PROVIDER	
[Signature]	
[Printed Name]	<p>Kostas A. Katsavdakis, PhD, ABPP</p>
[Title]	<p>Licensed Psychologist</p>
Date:	<p>03/07/2024</p>