



SCHOOL DISTRICT AGREEMENT FOR CONSULTANT SERVICES

BY AND BETWEEN the New York State School Boards Association, hereinafter referred to as "NYSSBA" or the "Association," with offices at 24 Century Hill Drive, Suite 200, Latham, New York 12110-0211, and the **Sweet Home Central School District**, with offices at 1901 Sweet Home Road, Amherst, NY 14228 a thereinafter referred to as the "District":

WHEREAS, the Association has professional expertise in the area of providing school districts with State Aid Review services; and

WHEREAS, the District desires to engage the services of the Association to provide State Aid Review services and the Association agrees to be so engaged in the following terms and conditions:

1. This Agreement supersedes all other agreements between the parties, either oral or in writing, with respect to the subject matter herein. Any understanding or promise not contained herein shall not be valid or binding, unless agreed to, in writing, by both parties.

2. The Association agrees to provide State Aid Review Services as set forth below:

As part of this agreement, NYSSBA's consultant School Aid Specialists (SAS) will provide a comprehensive review of current and prior year student and financial records for all applicable aid years. SAS will use its best efforts to increase District revenues pursuant to this agreement. SAS will assist with any correspondence, STAC forms, BEDS revisions, SA100/ST-3 revisions or other communications needed to effectuate any such findings. SAS will also provide staff training and recommendations in areas related to their findings. Upon completion, SAS will provide a report detailing any such findings and recommendations.

The Association's consultant, SAS, shall:

- a) Check to ensure that health related services to non-public or charter school students have been properly billed. Districts providing those services are required to bill the cost to the student's district of residence;
- b) Determine whether the district has billed for CPSE administrative costs;
- c) Analyze the district's Public and Private Excess Cost Aids;
- d) Review the district records of High Cost Students to ensure all STACs have been filed with the New York State Education Department (NYSED);
- e) Check to ensure that STACs for students with disabilities who are enrolled in summer school programs have been filed with NYSED, so the district claims all its Summer Handicapped Student Program Aid;
- t) Review all Federal and special aided programs for proper reimbursement;
- g) Review all Operating and Categorical Aids for proper reimbursement;
- h) Ensure that health related services to non-public or charter school students have been properly billed;
- i) Student enrollment and attendance used in funding public and private special education placements, summer section 4408, preschool section 4410, Chapter placements (chapters 47, 66, 721), Incarcerated Youth, dual enrolled, homeless, resident and nonresident foster and charter school placements.
- j) Student transportation aid claims
- k) Instructional materials and equipment claims for Textbooks, Library Materials, Computer Software and Equipment
- l) Building and Construction projects including EXCEL
- m) Foundation Aid, in all applicable aid years
- n) STAR reimbursement and county sales tax claims
- o) Nonresident (foster) placement, dual enrollment and charter tuition revenue and expenses
- p) Other state and federal (Medicaid) funded programs

In the course of the work performed, neither the Association nor any individual performing work on behalf of the Association presents itself/himself/herself as a member of either the legal or

accounting profession. It is suggested that school districts should share the final report which is prepared pursuant to this agreement with any and all professionals that are deemed appropriate.

3. The District shall notify NYSSBA, prior to executing this contract, of any prior year financial or student amendments that impact state aid that the District is completing.

Barring any notification to the contrary, the state aid reports on record at the contract date shall be the base line for the review.

4. In the event that the work performed under this agreement yields a result in which additional state aid is received by the District, the District shall pay the Association for services the equivalent of fifteen percent (15%) of any such additional state aid, including additional Building Aid received during the amortization period of such project(s). This fee shall be paid within thirty (30) days of the release of the New York State Education Department audit and amendment of state aid payment schedules indicating the appropriate adjustment has been paid. Payments to the Association are due upon the approval and receipt of additional revenues generated pursuant to this agreement. If no additional state aid is received under this contract, the District will not be obligated to pay any fee to the Association. The Consultant will not perform any additional work and will receive no additional payment unless the School District and the Association have agreed, in writing, that said additional work will be provided. The Association will confer with the District prior to entering into any agreement for additional work.

5. The Association shall furnish a Certificate of Professional Liability Insurance of \$1 Million which shall provide coverage to the Association when rendering services pursuant to this Agreement. The term of such insurance shall be concurrent with the term of this Agreement. The District will maintain liability insurance coverage against any damage claims against the District associated with Association work.

6. This Agreement shall be effective commencing the date of this Agreement, and shall terminate on the 14th day of April 2028, or when the services set forth in the Agreement are complete, whichever occurs sooner, unless this Agreement is terminated earlier in accordance with this paragraph. The parties may extend this contract by mutual written agreement. Both parties will have the authority to terminate this contract within thirty (30) days' notice. It is further agreed that in the event this contract is terminated by either party prior to completion of the contract, any work performed by the Association will remain the financial responsibility of the district.

7. The Association will comply with all applicable requirements regarding the confidentiality of student records, including the Family Educational Rights and Privacy Act, HIPAA, and regulations of the United States and the New York State Education Departments.

8. Section 2-d of the New York State Education Law requires that a parents' bill of rights for data privacy and security must be included with every contract an educational agency enters into with a third-party contractor, where the third-party contractor receives student data or teacher or principal data. Accordingly, this Agreement is deemed to incorporate by reference the District's parents' bill of rights for data privacy and security. The contractor agrees to comply with all applicable provisions of Section 2-d of the Education Law, any rules and regulations of the New York State Education Department issued thereunder, and the District's parents' bill of rights for data privacy and security, including any amendments to any of these.

9. This Agreement shall be construed in accordance with the laws of the State of New York. In the event that any provision hereof is deemed unenforceable by a court of competent jurisdiction, the other provisions shall nevertheless remain in effect.

10. This Agreement contains the entire understanding between the parties with reference to the matters contained herein. No amendments to this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 15th day of April 2026.

NEW YORK STATE SCHOOL
BOARDS ASSOCIATION

SWEET HOME CENTRAL
SCHOOL DISTRICT

BY: _____

Kristina M. Oliver
Chief Financial Officer

Dr. Michael Ginestre
Superintendent