REGULAR MEETING OF THE BOARD OF EDUCATION

AUGUST 26, 2026

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. REORGANIZATION ITEMS

   A. Recommend the Board of Education appoint the individual listed below to the District-Wide Audit Committee:

Name	Title	Term
Mr. Batterbee	Community Member	July 1, 2026 - June 30, 2029

4. ADMINISTRATIVE REPORT

   A. Ex-Officio Student Board Member report

   B. Administrative report dated August 21, 2026

5. BUDGET TRANSFERS

   1. As indicated in the Board's documentation

6. Personnel Actions

1. Instructional Personnel Actions dated August 26, 2026
2. Non-Instructional Personnel Actions dated August 26, 2026

7. CPSE/CSE Recommendations

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

School Year 2026-2027:

4/20/26, 4/21/26, 4/29/26, 5/1/26, 5/18/26, 5/20/26, 5/27/26, 5/28/26, 5/29/26, 6/1/26, 6/3/26, 6/4/26, 6/8/26, 6/10/26, 6/12/26, 6/22/26, 7/14/26, 7/21/26, 7/30/26, 8/3/26, 8/10/26, 8/12/26

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

School Year 2026-2027:

7/22/26, 7/30/26, 8/4/26

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 approve an agreement between Seaford UFSD and Dr. Dale Saglimbene for the 2026-2027 school year and authorize the Board President to sign this agreement.

2. Recommend the Board of Education approve an agreement between Seaford UFSD and The Piermont for the 26-27 school year and authorize the Board President to sign said agreement.

3. Recommend the Board of Education approve an agreement between Seaford UFSD and Energy Tax Savers, Inc. for the 26-27 school year and authorize the Board President to sign said agreement.

4. Recommend the Board of Education authorize the Board President and Superintendent of Schools to sign the 2026 summer transportation contracts with three (3) private contractors and BOCES who provide transportation from Seaford to Special Education locations under nine (9) separate contracts.

5. Recommend the Board of Education approve an agreement between Seaford UFSD and Emerald Investigation for the 26-27 school year and authorize the Board President to sign said agreement.

6. Recommend the Board of Education approve an athletic trainer affiliation agreement between Seaford UFSD and Hofstra University for the 26-27 school year and authorize the Board President to sign said agreement.

7. Recommend the Board of Education approve a related services agreement between Seaford UFSD and the Tiegerman School for the 2026-2027 school year and authorize the Board President to sign this agreement.

8. Recommend the Board of Education approve an affiliation agreement between Seaford UFSD and SUNY Old Westbury for the 26-27 school year and authorize the Board President to sign said agreement.

9. Recommend the Board of Education approve an affiliation agreement between Seaford UFSD and Brian Vorwald for the 26-27 school year and authorize the Board President to sign said agreement.

10. Recommend the Board of Education approve a NYS School Counselors affiliation agreement between Seaford UFSD and Hofstra University for the 26-27 school year and authorize the Board President to sign said agreement.

B. Policies & Procedures - First Reading

1. Policy 5281 Athletic Placement Process

C. Obsolete Items

1. Recommend the Board of Education approve the obsoletion request on July 29, 2026, of a broken commercial stand mixer at Seaford High School.

2. Recommend the Board of Education approve the obsoletion request on July 22, 2026, of obsolete books at the Seaford Manor School.

D. Resolutions

1. Recommend that the following banks be designated as depositories for the school funds for the school year 2026-2027: Ocean First Bank (*formerly Flushing Commercial Bank*), J. P. Morgan Chase, and NYCLASS, as amended.

2. WHEREAS, the Board of Education of the Seaford Union Free School District administers the Seaford Union Free School District; and
WHEREAS, the School District has been advised of the need for the creation of a scholarship fund for the benefit of Seaford students known as "The Donna L. Harmon Award" from various donors to the Fund (hereinafter the "Donors"); and
WHEREAS, Education Law §§ 1709(12-a) authorize the Board of Education:

   [t]o take and hold in trust for the purpose of awarding scholarships in [the] schools any real estate transferred to it by gift, grant, bequest or devise, or any gift, legacy or annuity, of whatever kind, given or bequeathed to [the] board and apply the same, or the interest and proceeds thereof, according to the instructions of the donor or testator.

   NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Seaford Union Free School District creates the above-named Scholarship Fund as set forth below, based upon the understanding between the parties:

   1. The Donors shall deliver to the School District, for deposit in the trust and agency account in the bank designated by the Board of Education the sum of $3,000.00, which the Donor hereby gives to the Board forever and unconditionally, except as hereinafter set forth.

   2. The scholarship shall be named The Donna L. Harmon Award.

   3. The scholarship shall be awarded annually in the amount of $1,500.00 per recipient to two senior members of the Seaford High School who are enrolled in a vocational program, demonstrate financial need, maintain at least a 75 average, and have been determined to exemplify good character, citizenship, a strong work ethic, and dedication.

   4. The funds allocated to said scholarship shall come from such income or interest as is accumulated in a particular year plus such invasion of the principal as is necessary to issue said scholarships.

   5. The details of the organization and administration of the Scholarship Fund will be left to the discretion of the Superintendent.

3. RESOLVED, that the Board of Education authorizes the Seaford School District to piggyback on Wantagh School District's contract with Educational Bus Transportation, and;
BE IT FURTHER RESOLVED that the Board of Education approves the terms of an Intermunicipal Agreement with the Seaford School District to provide for

transportation of private school students to St. Elizabeth Ann Seton School, effective September 1, 2026, and;
BE IT FURTHER Resolved that the Board of Education President is authorized to execute said Intermunicipal Agreement.

4. Recommend that the Board of Education approves the Southeast Nassau Transportation Cooperative (SENTCO) Bid for 2026-2027 School Year Student Transportation. The results of the public bid are for the awarded vendors: Dream Bus (#22397 and #22398) and We Transport (#22399 through #22406) plus the costs associated with Late Bus as needed, Monitor as needed, and Air Conditioning as needed with We Transport.

5. **RESOLVED**, that the Board of Education approve the Seaford UFSD District Wide School Safety Plan for the 2026-2027 school year.

6. **RESOLVED**, that the Board of Education approve the Building Level Safety Plans for Seaford High School, Seaford Middle School, Manor Elementary School and Harbor Elementary School for the 2026-2027 school year.

7. **BE IT RESOLVED,** that the Board of Education of the Seaford Union Free School District herby approves the following vendors to conduct the related work in connection with the awarded Grant entitled Community Revitalization Program as approved on Tuesday, August 11, 2026, as evidenced by an IMA with Nassau County for the refurbishment of the 9-11 Memorial at the Seaford High School.

Vendor	Amount	Vendor Name
United States Bronze	$5,000	Sole Source Vendor
HNE (Health and Educational Equipment Corp)	$16,446	Nassau BOCES Bid Contract #25/26-039
RENU	$37,785	Bay Shore UFSD General Building Maintenance Bid
Crane's Tree and Shrub Service	$6,460	Manhasset UFSD Nassau Directors Cooperative Bid
Stasi Brothers Asphalt Corp.	$44,200	As Per NCC Bid Contract #: PA250017-V00003084

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
8/26/2026	9060-808-00-0000	Benefits Health Insurance	$55,000.00			
				9901-950-00-0000	Transfer to Special Aid Fund	$55,000.00
			$55,000.00			$55,000.00
Funds to cover 4201 Students						

BOE APPROVAL: _____ DATE: _____

SEAFORD UNION FREE SCHOOL DISTRICT
Seaford, New York

REVISED

TO: Dr. Adele V. Pecora
FROM: Dr. Sheena R. Jacob
DATE: August 26, 2026
SUBJECT: Instructional Personnel Actions

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

A. INSTRUCTIONAL:

P-1: POSITION ABOLITION: No Recommended Actions

P-2: POSITION CREATION: No Recommended Actions

P-3: RESIGNATIONS: No Recommended Actions

P-4: LEAVES:

1. **JEAN MARIE BONDI**

Position:	Speech Pathologist/Speech Teacher
Assignment:	Seaford Manor School
Effective Date:	August 26, 2026
Sick Leave:	August 26, 2026 - October 7, 2026
Leave without Pay:	N/A
Expiration Date:	October 7, 2026
FMLA:	August 26, 2026 - November 19, 2026
Reason:	Medical Leave

P-5: TERMINATIONS: No Recommended Actions

P-6: TENURE APPOINTMENTS: No Recommended Actions

P-7: APPOINTMENTS: * Subject to the successful completion of pre-employment screening

(*) 1. **KAITLYNN D'ANGELO**

Position:	Per Diem Sub
Type of Appointment:	Substitute
Assignment:	Seaford Harbor School
Certification:	English to Speakers of other Languages Initial, Early Childhood Education Birth - Grade 2 and Grades 1-6 Initial, Students with Disabilities Birth - Grade 2 and Grades 1-6 Initial
Effective Date:	August 26, 2026
Tenure Eligibility:	N/A
Tenure Area:	N/A
Salary:	$125 per day
Reason:	To Meet District Needs

(*) 2. **KAITLYNN D'ANGELO**

Position:	Elementary Teacher
Type of Appointment:	Substitute
Assignment:	Seaford Harbor School
Certification:	English to Speakers of other Languages Initial, Early Childhood Education Birth - Grade 2 and Grades 1-6 Initial, Students with Disabilities Birth - Grade 2 and Grades 1-6 Initial
Effective Date:	September 24, 2026
Expiration Date:	December 21, 2026
Tenure Eligibility:	N/A
Tenure Area:	N/A
Salary:	$125 per day September 24, 2026 - November 5, 2026, MA Step 1 = $74,282 (prorated) November 6, 2026 - December 21, 2026
Reason:	Leave Replacement for Marina Massa

3. **JESSICA WILSON**

Position:	Elementary Teacher
Type of Appointment:	Substitute
Assignment:	Harbor School
Certification:	Childhood Education Grades 1-6 Professional
Effective Date:	August 26, 2026
Expiration Date:	June 25,2027
Tenure Eligibility:	N/A
Tenure Area:	N/A
Salary:	$125 per day August 26,2026 - September 11, 2026, MA Step 1 = $74,282 (prorated) September 12, 2026 - June 25, 2027
Reason:	Leave Replacement for Antonella Denk

(*) 4. **KYLE STARK**

Position:	Per Diem Sub
Type of Appointment:	Substitute
Assignment:	District
Certification:	Physical Education, Initial
Effective Date:	August 26, 2026
Tenure Eligibility:	N/A
Tenure Area:	N/A
Salary:	$125 per day
Reason:	To Meet District Needs

(*) 5. **DANIELLE SAUTNER**

Position:	Elementary Teacher
Type of Appointment:	Substitute
Assignment:	Manor School
Certification:	Childhood Education 1-6 Initial
Effective Date:	August 26, 2026
Expiration Date:	November 30, 2026
Tenure Eligibility:	N/A
Tenure Area:	N/A
Salary:	$125 per day August 26,2026 - September 17, 2026, BA Step 1 = $61,548 (prorated) September 18, 2026 - November 30, 2026.
Reason:	Leave Replacement for Jillian Copius

6. **LISA GAGLIANO**

Position:	Speech Pathologist/Speech Teacher
Type of Appointment:	Substitute
Assignment:	Seaford Manor School
Certification:	Speech and Hearing Handicapped Permanent
Effective Date:	August 26, 2026
Expiration Date:	October 7, 2026
Tenure Eligibility:	N/A
Tenure Area:	N/A
Salary:	$125 per day
Reason:	Leave Replacement for Jean Marie Bondi

7. **LISA GAGLIANO**

Position:	Per Diem Sub
Type of Appointment:	Substitute
Assignment:	District
Certification:	Speech and Hearing Handicapped Permanent
Effective Date:	October 8, 2026
Tenure Eligibility:	N/A
Tenure Area:	N/A
Salary:	$125 per day
Reason:	To Meet District Needs

P-8: OTHER:

a) Recommend the Board of Education approve a sixth period teaching assignment for the 2026 -2027 school year for the following teachers at Seaford High School:

Diana Arichabala	.2	Spanish 2 World Language
Maria Arccardi-Nardone	.2	Spanish 2 World Language
Thomas Fioriglio	.2	US History
Scott Gilbert	.2	US History
Rosalie Franz	.2	Human Body Systems
James Scortos	.1	AP Biology Lab
Kristen Altieri	.1	Marine Biology (Fall)

b) Recommend the Board of Education approve the following Manor School club and extracurricular appointments for the 2026-2027 school year:

Missy Zamroz	PE Intramurals K-3	$1035
Trent Mayer	PE Intramurals 4-5	$1035
Michael Corcoran	PE Intramurals 4-5	$1035
Briana Crozier	Book Club	$1035
Jean Marie Aplustille	Lego Club	$1035
Dan Krueger	Computer Mentor	$1594
Kristin Nelson	Student Council Co-Advisor	$797
Lisa Perrone	Student Council Co-Advisor	$797
Sara Heuser	Art Club K-2	$1035
Sara Heuser	Art Club 3-5	$1035
Dan Krueger	Jazz Band	$1035
Katie Haug	Technology Club	$1035
Christen Schade	Math Olympiad	$1035

c) Recommend the Board of Education approve the following Middle School club and extracurricular appointments for the 2026-2027 school year:

Joseph Nastasi	PACC Club Advisor	$1594

d) Recommend the Board of Education approve the appointment of the following volunteer coach for the High School sports for the 2026-2027 school year:

(*) Jason Donovan Varsity Football

e) Recommend the Board of Education approve the appointment of the following coaches for the High School and Middle School sports for the 2026-2027 school year:

	HS FALL	COACHING POSITION	STEP	SALARY
(*)	Riley Wallace	Varsity Field Hockey	1B	$5,169

f) Recommend the Board of Education rescind the appointment of Madison Buonpastore as Leave Replacement for Jillian Copius as approved at the July 8, 2026, Board of Education meeting.

g) Recommend the Board of Education rescind the appointment of Jessica Wilson as Leave Replacement for Marina Massa as approved at the July 8, 2026, Board of Education meeting.

h) Recommend the Board of Education rescind the appointment of Nicholas Siano as Leave Replacement for Samantha Wimmer as approved at the July 8, 2026, Board of Education meeting.

i) Recommend the Board of Education rescind the appointment of Erin McDonagh as Per Diem Substitute Teacher as approved at the August 5, 2026 Board of Education meeting.

j) Recommend the Board of Education approve the transfer for Richard Thau, Elementary teacher from Seaford Harbor School to the Seaford Manor School.

k) Recommend the Board of Education approve the transfer for Taryn Ohlmiller Navarro, Elementary teacher from Seaford Manor School to the Seaford Harbor School.

l) Recommend the Board of Education approve the following teachers for PM Detention for the 2026-2027 school year:

Eric Houston	Seaford High School
Marianne DeMille	Seaford High School
Kimberly Cooke	Seaford High School
Nicole Guglielmi	Seaford High School
Mike Burns	Seaford Middle School
Jennifer Spoagis	Seaford Middle School

m) Recommend the Board of Education amend the dates of Chelsea Corchia's Medical Leave of absence as approved at the May 6, 2026, Board of Education Meeting:

CHELSEA CORCHIA	ORIGINAL DATES	REVISED DATES
Position:	Elementary Teacher	Elementary Teacher
Assignment:	Seaford Harbor School	Seaford Harbor School
Effective Date:	September 18, 2026	August 26, 2026
Sick Leave:	September 18, 2026 - November 3, 2026	August 26, 2026 - October 13, 2026
Leave without Pay:	November 4, 2026 - December 21, 2026	October 14, 2026 – December 21, 2026
Expiration Date:	December 21, 2026	December 21, 2026
FMLA:	September 18, 2026 - December 10, 2026	August 26, 2026 – November 19, 2026
Reason:	Child Care Leave	Child Care Leave

n) Recommend the Board of Education amend the dates of Lindsay Nelson's Leave Replacement position (Chelsea Corchia) from the original dates as approved at the August 5 2026, Board of Education meeting.

LINDSAY NELSON	ORIGINAL DATES	REVISED DATES
Position:	Elementary Teacher	Elementary Teacher
Type of Appointment:	Substitute	Substitute
Assignment:	Harbor School	Harbor School
Certification:	Students with Disabilities All Grades, Early Childhood Education Birth - Grade 2 Initial, Childhood Education Grades 1-6 Initial	Students with Disabilities All Grades, Early Childhood Education Birth - Grade 2 Initial, Childhood Education Grades 1-6 Initial

Effective Date:	September 18, 2026	August 26, 2026
Expiration Date:	December 21, 2026	December 21, 2026
Tenure Eligibility:	N/A	N/A
Tenure Area:	N/A	N/A
Salary:	$125 per day September 18, 2026 - November 3, 2026, MA Step 1 = $74,282 November 4, 2026 - December 21, 2026 (prorated)	$125 per day August 26, 2026 - October 13, 2026, MA Step 1 = $74,282 (prorated) October 14, 2026 - December 21, 2026
Reason:	Leave Replacement for Chelsea Corchia	Leave Replacement for Chelsea Corchia

o) Recommend the Board of Education amend the start date of Danielle Sautner's Permanent Substitute position at the Seaford Manor Elementary School from October 1, 2026, to December 1, 2026, as approved at the August 5, 2026, Board of Education meeting.

p) Recommend the Board of Education approve a sixth period teaching assignment for the 2026 -2027 school year for the following teachers at Seaford Middle School:

Tina Weir	.1	Wilson Reading

q) Recommend the Board of Education amend the appointment for Danielle Tear from a .2 Computer Science Teacher and .8 Permanent Substitute Teacher to .4 Computer Science Teacher and .6 Permanent Substitute Teacher as approved at the June 30, 2026, Board of Education.

r) Recommend the Board of Education amend the appointment for Alyssa Strype as approved on the August 5, 2026, Board of Education meeting.

ALYSSA STRYPE	**ORIGINAL DATES**	**REVISED DATES**
Position:	Elementary Teacher	Elementary Teacher
Type of Appointment:	Probationary	Probationary
Assignment:	Manor School	Manor School
Certification:	Childhood Education Grades 1-6 Professional, Students with Disabilities 1-6 Professional	Childhood Education Grades 1-6 Professional, Students with Disabilities 1-6 Professional
Effective Date:	August 26, 2026	September 8, 2026
Expiration Date:	June 30, 2030	September 8, 2030
Tenure Eligibility:	June 30, 2030	September 8, 2030
Tenure Area:	Elementary Education	Elementary Education
Salary:	MA Step 3 = $79,794	MA Step 3 = $79,794 (prorated)
Reason:	To Meet District Needs	To Meet District Needs

s) Recommend the Board of Education rescind the appointment of Giuliana Mazzaferro as Permanent Substitute Teacher/Per Diem Substitute Teacher as approved at the August 5, 2026 Board of Education meeting.

SEAFORD UNION FREE SCHOOL DISTRICT
Seaford, New York

REVISED

TO: Dr. Adele V. Pecora
FROM: Dr. Sheena R. Jacob
DATE: August 26, 2026
SUBJECT: Non-Instructional Personnel Actions

KEY:				
	P-1:	Position Abolition	P-5:	Terminations
	P-2:	Position Creation	P-6:	Appointments
	P-3:	Retirements	P-7:	Leaves
	P-4:	Resignations	P-8:	Other

B. NON-INSTRUCTIONAL:

P-1: POSITION ABOLITION: No Recommended Actions

P-2: POSITION CREATION: No Recommended Actions

P-3: RETIREMENTS: No Recommended Actions

P-4: RESIGNATIONS:

1. **KATHLEEN MECABE**
   Position: Teacher Aide Full Time
   Civil Service Title: Teacher Aide Full Time
   Location: Seaford Manor School
   Effective Date: August 13, 2026

2. **DANA BARBARA**
   Position: School Nurse Part Time
   Civil Service Title: School Nurse Part Time
   Location: District
   Effective Date: August 31, 2026 (To Become a Full Time School Nurse)

3. **TIMOTHY FOGARTY**
   Position: Cleaner
   Civil Service Title: Cleaner
   Location: Seaford Harbor School
   Effective Date: August 26, 2026

4. **SHANNON DOWNEY**
   Position: Teacher Aide Part Time
   Civil Service Title: Teacher Aide Part Time
   Location: Seaford Harbor School
   Effective Date: June 26, 2026 (To become a Teacher Aide Part Time Substitute)

5. **JOANNE AVENA**
   Position: Teacher Aide Part Time
   Civil Service Title: Teacher Aide Part Time
   Location: Seaford Harbor School
   Effective Date: June 26, 2026 (To become a Teacher Aide Part Time Substitute)

6. **CAROLE ANN BARKOLAS**

Position:	Teacher Aide Part Time
Civil Service Title:	Teacher Aide Part Time
Location:	Seaford Middle School
Effective Date:	August 25, 2026 (To become a Teacher Aide Full Time)

7. **VALERIE VACCHIO**

Position:	Teacher Aide Part Time
Civil Service Title:	Teacher Aide Part Time
Location:	Seaford Harbor School
Effective Date:	August 21, 2026

8. **LUNA KULSUM**

Position:	Teacher Aide Full Time
Civil Service Title:	Teacher Aide Full Time
Location:	Seaford Manor School
Effective Date:	August 25, 2026

9. **KIMBERLY PROTOPSALTIS**

Position:	Teacher Aide Part Time
Civil Service Title:	Teacher Aide Part Time
Location:	Seaford Manor School
Effective Date:	August 25, 2026

P-5: TERMINATIONS: No Recommended Actions

P-6: APPOINTMENTS: (*) ALL employee appointments are subject to approval by the Nassau County Civil Service Commission.

(*) 1. **VIKAS TRIVEDI**

Position:	School Monitor Part Time
Civil Service Title:	School Monitor Part Time
Type of Appointment:	Part Time
Location:	Middle School
Salary:	$17.00 per hour
Reason:	To Meet District Needs
Effective Date:	August 26, 2026

(*) 2. **DANA BARBARA**

Position:	School Nurse
Civil Service Title:	School Nurse
Type of Appointment:	Probationary
Location:	District
Salary:	$65,306 (prorated)
Reason:	To Meet District Needs
Effective Date:	September 1, 2026

3. **SHANNON DOWNEY**

Position:	Teacher Aide Part Time Substitute
Civil Service Title:	Teacher Aide Part Time Substitute
Type of Appointment:	Substitute
Location:	Seaford Harbor School
Salary:	$17.00 per hour
Reason:	To Meet District Needs
Effective Date:	June 27, 2026

4. **JOANNE AVENA**

Position:	Teacher Aide Part Time Substitute
Civil Service Title:	Teacher Aide Part Time Substitute
Type of Appointment:	Substitute
Location:	Seaford Harbor School
Salary:	$17.00 per hour
Reason:	To Meet District Needs
Effective Date:	June 27, 2026

5. **CAROLE ANN BARKOLOS**

Position:	Teacher Aide Full Time
Civil Service Title:	Teacher Aide Full Time
Type of Appointment:	Probationary
Location:	Seaford Middle School
Salary:	$33,150
Reason:	To Meet District Needs
Effective Date:	August 26, 2026

P-7: LEAVES:

1. **LOURDES RODRIGUEZ**

Position:	Teacher Aide Part Time
Assignment:	Teacher Aide Part Time
Effective Date:	August 31, 2026
Expiration Date:	December 1, 2026
Reason:	Medical Leave (Unpaid)

P-8: OTHER:

a) Recommend the Board of Education approve the transfer of Deniece Talamo from the Seaford Middle School to the Seaford Harbor School as of August 26, 2026.

b) Recommend the Board of Education approve the transfer of Melissa Pritchard from the Seaford High School to the Seaford Manor School as of August 26, 2026.

SEAFORD UNION FREE SCHOOL DISTRICT

Pupil Personnel Services

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

From: Mary Catherine Culella-Sun, Executive Director for Student Support Services

Date: August 20, 2026

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 2026-2027:

4/20/26, 4/21/26, 4/29/26, 5/1/26, 5/18/26, 5/20/26, 5/27/26, 5/28/26, 5/29/26, 6/1/26, 6/3/26, 6/4/26, 6/8/26, 6/10/26, 6/12/26, 6/22/26, 7/14/26, 7/21/26, 7/30/26, 8/3/26, 8/10/26, 8/12/26.

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

SEAFORD UNION FREE SCHOOL DISTRICT

Pupil Personnel Services

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

From: Mary Catherine Culella-Sun, Executive Director for Student Support Services

Date: August 20, 2026

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

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 2026-2027:
7/22/26, 7/30/26, 8/4/26.

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

AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "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 DALE SAGLIMBENE (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having her principal place of business for purposes of this Agreement at 553 Woodbury Road, Plainview, New York 11803.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized to contract with individuals for the provision of services of a physician; and

WHEREAS, SERVICE PROVIDER is a licensed physician; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide services as a physician; and

WHEREAS, SERVICE PROVIDER is capable of and willing to provide the within 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 July 1, 2026 to June 30, 2027, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide SCHOOL DISTRICT with the following services:

   a. Conduct careful health examinations annually of all pupils of SCHOOL DISTRICT that are mandated by the State who do not present a family physician's certificate.

   b. Conduct, as provided in the Education Law, such examinations as are required for the issuance of employment certificates and vacation work permits.

   c. Examine all teachers, employees and other employees as required by the Board of Education, and food handlers and bus drivers, as mandated by State Education and Public Health Law.

   d. Review all accident reports and medical excuses from any of the physical activities connected with SCHOOL DISTRICT's educational and extra-curricular program.

   e. Review adaptive physical plans when requested.

   f. Upon School District request, review and make recommendations to the school administrators, including but not limited to, Director of Pupil Personnel Services and

the Athletic Director with respect to health literature and health related materials used in SCHOOL DISTRICT.

g. Recommend limitations on physical education for individual students and in confidence, consult with parents, teachers and pupils from time to time concerning the same. Information shall be released to teachers on a need to know basis and the physician shall release the minimum information necessary to protect the health and safety of the pupil.

h. Upon School District request, recommend the exclusion or readmission of pupils in connection with any infectious or contagious disease or otherwise.

i. When required, provide first aid to pupils and/or school employees.

j. Upon School District request, advise school administrators and school health service personnel on urgent public health issues, to the extent of the physician's expertise and knowledge.

k. Review and make recommendations to SCHOOL DISTRICT pertaining to the update of policies governing procedures to follow in the event of an injury or emergency illness.

l. Provide in-service training for school personnel on such matters as first aid.

m. Be available during regular school hours by phone call from the nurse and registered nurses for major injuries or unusual problems.

n. Act as liaison with local doctors, health agencies and other health groups, as necessary.

o. Attend meetings of SCHOOL DISTRICT's Health Department upon request of SCHOOL DISTRICT.

p. Attend meetings of the Board of Education upon request of SCHOOL DISTRICT.

q. During the fall, winter and spring, conduct individual/confidential health examinations of all students who wish to participate in High School or Middle School athletics, including, but not limited to, cheerleading, kick line and marching band. Such examinations shall occur in the presence of another individual.

r. Perform medical history, physical examinations, review of notes and testing from treating physicians for injured employees.

s. Provide medical supervision to the school health staff in such immunization programs and preventive health screening programs as may be mandated by State Education Law or Public Health Law.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees

to pay SERVICE PROVIDER Fifteen Thousand Five Hundred Dollars ($15,500.00), to be paid in ten (10) equal monthly installments of One Thousand Five Hundred Fifty Dollars ($1,550.00).

4. **INVOICE DUE ON A MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. 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. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER 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 SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

6. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums becoming payable to SERVICE PROVIDER 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. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER 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.

7. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

   a. No parent or guardian or any other person shall be required to make any payment for services performed in accordance with this Agreement. SERVICE PROVIDER and her employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.

   b. 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 tuition to SERVICE PROVIDER in the event SERVICE PROVIDER does not provide the services set forth herein.

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 performed pursuant to this Agreement.

9. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that she is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER further represents that such services are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER certifies that she possesses documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing when 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. SERVICE PROVIDER 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. In the event that the license of SERVICE PROVIDER is revoked, terminated, suspended, or limited by qualifications, or in the event that SERVICE PROVIDER receives notice of such impending action, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT through the Director of Pupil Personnel Services and the within agreement shall automatically terminate.

10. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that she 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. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students 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. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. During the term of the within Agreement, if SERVICE PROVIDER is notified of a change in the individual's clearance status, SERVICE PROVIDER shall promptly notify SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department or whose clearance status has changed, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

11. **INDEPENDENT CONTRACTOR:** SERVICE PROVIDER acknowledges that she will not hold herself out as an employee of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and her 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 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 him 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.

12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete physicals pursuant to this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.

13. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports concerning the services to be provided hereunder to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the student covered by the terms of this Agreement and will render such additional reports as may be required by SCHOOL DISTRICT. 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 the Agreement. SERVICE PROVIDER shall provide such additional information concerning the student as may be required by SCHOOL DISTRICT.

14. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

15. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Office of Health, Physical Education & Athletics or any other authorized office of SCHOOL DISTRICT.

16. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

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

18. **STUDENT PRESCRIPTIONS:** Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon written request.

19. **TERMINATION:**

a. This Agreement may be terminated by either party upon fifteen (15) days' written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

20. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that she, her employees and/or her 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 SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER 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 SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants she will, at a minimum, check monthly all of her 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, SERVICE PROVIDER 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 Service Provider.

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

a. SERVICE PROVIDER, her employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, her 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. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, her 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 SERVICE PROVIDER, her employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

b. SERVICE PROVIDER acknowledges that she may receive and/or come into contact with personally identifiable information (hereinafter referred to as "PII"), 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"). SERVICE PROVIDER understands and acknowledges that she 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 she is responsible for complying with state data security and privacy standards for all PII from education records, and she 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 her custody; and

    iv. use encryption technology to protect data while in motion or in her 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 2.0.

c. SERVICE PROVIDER has no property or licensing rights or claims of ownership to PII, and SERVICE PROVIDER 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. SERVICE PROVIDER further understands and agrees that she 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 SERVICE PROVIDER for all employees who will receive PII from student records (hereinafter referred to as "student data").

e. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law § 2-d, SERVICE PROVIDER 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 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;

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, SERVICE PROVIDER shall provide SCHOOL DISTRICT with copies of her policies and related procedures that pertain to the protection of PII and may be made available in a form that does not violate SERVICE PROVIDER's own information security policies, confidentiality obligations, and applicable laws. In addition, SERVICE PROVIDER may be required to undergo an audit of her 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 SERVICE PROVIDER, and alignment with the NIST Cybersecurity Framework performed by an independent third party at SERVICE PROVIDER's expense and provide the audit report to SCHOOL DISTRICT. SERVICE PROVIDER may provide SCHOOL DISTRICT with a recent industry standard independent audit report on SERVICE PROVIDER's privacy and security practices as an alternative to undergoing an audit.

g. The following requirements apply if SERVICE PROVIDER will use subcontractors that have access to PII in the course of providing the services:

i. SERVICE PROVIDER shall only disclose PII to SERVICE PROVIDER'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. SERVICE PROVIDER shall ensure that all such employees and subcontractors comply with the terms of this provision.

ii. SERVICE PROVIDER 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 provision.

iii. SERVICE PROVIDER shall examine the data security and privacy measures of her subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this provision, SERVICE PROVIDER 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 provision. In the event there is an incident in which the subcontractor compromises PII, SERVICE PROVIDER shall follow the data breach reporting requirements set forth herein.

iv. SERVICE PROVIDER shall take full responsibility for the acts and omissions of her employees and subcontractors.

v. SERVICE PROVIDER must not disclose PII to any other party unless such disclosure is required by statute, court order, or subpoena, and SERVICE PROVIDER 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. SERVICE PROVIDER shall ensure that all her 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, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER 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 (1) a description of the breach which includes the date of the incident and the date of discovery, (2) the types of PII affected and the number of records affected, (3) a description of SERVICE PROVIDER's investigation, and (4) the contact information for representatives who can assist SCHOOL DISTRICT. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

j. SERVICE PROVIDER agrees that she 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 SERVICE PROVIDER or her authorized users, as related to such investigations, will be the sole responsibility of SERVICE PROVIDER if such breach is attributable to SERVICE PROVIDER or her subcontractors.

k. In the event that SERVICE PROVIDER 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 SERVICE PROVIDER 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. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from her 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. SERVICE PROVIDER agrees that she 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, SERVICE PROVIDER 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, SERVICE PROVIDER agrees to return or destroy all PII when the purpose that necessitated its receipt by SERVICE PROVIDER 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 SERVICE PROVIDER in a secure data center and/or cloud-based facilities that remain in the possession of SERVICE PROVIDER or her subcontractors, SERVICE PROVIDER 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. SERVICE PROVIDER shall provide SCHOOL DISTRICT with a written certification of the secure deletion and/or destruction of PII held by SERVICE PROVIDER or her subcontractors.

iv. To the extent that SERVICE PROVIDER and/or her 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.

22. **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.

23. **HIPAA COMPLIANCE:**

a. **Definitions:** Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 CFR 160.103 and 45 CFR 164.501.

i. Business Associate. "Business Associate" shall mean SCHOOL DISTRICT.

ii. Covered Entity. "Covered Entity" shall mean SERVICE PROVIDER.

iii. De-identify/De-identified. "De-identify/De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual.

iv. Designated Record Set. "Designated Record Set" shall mean the enrollment, payment, claims adjudication and case or medical management record maintained by or for a health plan.

v. Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.

vi. Disclosing Party. "Disclosing Party" means the party that is disclosing information to another party pursuant to this Agreement.

vii. HHS. "HHS" shall mean the United States Department of Health and Human Services.

viii. HIPAA. "HIPAA" shall mean Title II, subtitle F ("Administrative Simplification") of the Health and Insurance Portability and Accountability

Act of 1996, Pub. L. 104-191 (Aug. 21, 1996), enacting Sections 1171-1179 of the Social Security Act, as well as implementing regulations adopted by HHS pursuant to HIPAA.

ix. Identifying Characteristic. Includes, but is not limited to, all of the following, as well as any other unique information: name, address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; medical record number; Medicaid and Medicare numbers health plan beneficiary number; account number; certificate/license number; serial number of a vehicle or other device; internet URL; internet protocol ("IP") address, biometric identifiers, including voice prints and photographic images.

x. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

xi. Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).

xii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160(A)(E) and 45 CFR 164(A)(E).

xiii. Protected Health Information. "Protected Health Information" or "PHI" means any information which identifies or could reasonably be believed to identify an individual, which in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not de-identified with respect to any individual who is the subject of the information, limited to the information created or received by Business Associate from or on behalf Covered Entity.

xiv. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

xv. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

xvi. Treatment, Payment and Healthcare Operations. "Treatment, Payment and Healthcare Operations" shall have the same meaning as in 45 CFR 164.501.

xvii. Use. The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of information within the Contractor organization.

b. **Obligations of SCHOOL DISTRICT:**

i. SCHOOL DISTRICT agrees to disclose PHI to SERVICE PROVIDER upon its own volition, upon SERVICE PROVIDER's request, or upon the request of a third party if such disclosure is permissible by law, so that SERVICE PROVIDER may provide the agreed to services to or on behalf of SCHOOL DISTRICT, unless SCHOOL DISTRICT otherwise objects to the disclosure, or SERVICE PROVIDER is no longer providing the services to SCHOOL DISTRICT.

ii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees contractors and agents do not use PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Standards for Privacy of Individually Identifiable Health Information, 45 CFR 160 and 164 ("Privacy Standards") if used by SERVICE PROVIDER, except that SCHOOL DISTRICT may use PHI (a) for SCHOOL DISTRICT's proper management and administrative services, or (b) to carry out the legal responsibilities of SCHOOL DISTRICT.

iii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees, contractors, and agents do not disclose PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Privacy Standards if disclosed by SERVICE PROVIDER, except that SCHOOL DISTRICT may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent SCHOOL DISTRICT discloses PHI to a third party, SCHOOL DISTRICT must obtain, prior to making any such disclosure: (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as Required by Law or for the purposes for which it was disclosed to such third party; and (b) an agreement for such third party to immediately notify SCHOOL DISTRICT of any breaches of the confidentiality of the PHI, to the extent she has obtained knowledge of such breach.

iv. SCHOOL DISTRICT agrees that she will implement the necessary safeguards required by law to prevent the use of disclosure of PHI.

v. SCHOOL DISTRICT shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by SCHOOL DISTRICT, its officers, directors, employees, contractors, or agents, or by a third party to which SCHOOL DISTRICT disclosed PHI pursuant to paragraph "4" above, (i) report any such disclosure to SERVICE PROVIDER and (ii) mitigate to the extent practicable any harmful effect that is known to SCHOOL DISTRICT or a use or disclosure of PHI by SCHOOL DISTRICT in violation of the requirements of this Agreement.

vi. In the event that SCHOOL DISTRICT shall enter into an Agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER, SCHOOL DISTRICT agrees to include in the terms and provisions of such Agreement that such Agreement or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to SCHOOL DISTRICT pursuant to this Agreement with respect to such PHI.

vii. Within ten (10) days of a request by a Practice for access to PHI about an individual contained in a Designated Record Set, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. Any denials of access to the PHI requested shall be the responsibility of SERVICE PROVIDER.

viii. Within ten (10) days of receipt of a request from SERVICE PROVIDER for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), SCHOOL DISTRICT shall provide such information to SERVICE PROVIDER for amendment and incorporate any such amendments in the PHI as required.

ix. Within ten (10) days of notice by SERVICE PROVIDER to SCHOOL DISTRICT that she has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such information as is in SCHOOL DISTRICT's possession that SERVICE PROVIDER is required to provide in such an accounting. At a minimum, SCHOOL DISTRICT shall provide SERVICE PROVIDER with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, disclosed; and (c) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that the request for an accounting is delivered directly to SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. It shall be SERVICE PROVIDER's responsibility to prepare and deliver any such accounting requested. SCHOOL DISTRICT

hereby agrees to implement an appropriate record keeping process to enable her to comply with the requirements of this paragraph.

x. SCHOOL DISTRICT hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER available to the Secretary of the Department of Health and Human Services for purposes of determining SERVICE PROVIDER's and SCHOOL DISTRICT's compliance with the Privacy Standards.

c. **Obligations of SERVICE PROVIDER:**

i. SERVICE PROVIDER agrees to maintain the confidentiality of any PHI provided to her by SCHOOL DISTRICT in accordance with all applicable Federal, State, and local laws, rules and regulations in addition to the following. Nothing in this provision shall be construed as limiting or prohibiting SERVICE PROVIDER from releasing PHI regarding the student treated to the student and/or the student's guardian.

ii. SERVICE PROVIDER represents and warrants that she will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by the SCHOOL DISTRICT.

iii. SERVICE PROVIDER represents and warrants that if she uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, she will do so only in an amount that is the minimum necessary and only to the minimum number of individuals necessary to obtain the purpose of the services being rendered to or on behalf of SCHOOL DISTRICT.

iv. SERVICE PROVIDER agrees that no finding, listing, or information derived from the PHI, with or without identifiers, may be released if such finding, listing, or information contains any combination of data elements that might allow the deduction of the individual's identity without first obtaining written authorization from SCHOOL DISTRICT.

v. SERVICE PROVIDER shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that she receives from SCHOOL DISTRICT and to prevent individuals not involved in performing the services that he provides to SCHOOL DISTRICT from using or accessing the PHI.

vi. SERVICE PROVIDER may use the PHI as necessary for the proper management and administration of SERVICE PROVIDER and or permitted by law to carry out her legal responsibilities, if: (a) disclosure is required by law.

vii. SERVICE PROVIDER shall not request SCHOOL DISTRICT to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SERVICE PROVIDER.

d. **Relationship to Individuals Who Are Subject of Information:**

i. SERVICE PROVIDER agrees that SCHOOL DISTRICT and the applicable individual retain all ownership rights to the PHI and SERVICE PROVIDER does not obtain any right, title or interest to the PHI furnished by SCHOOL DISTRICT, except as SERVICE PROVIDER is required to maintain records in accordance with the laws and standards that govern her profession.

ii. SERVICE PROVIDER agrees to comply with all lawful requests of individuals, who are subjects of the PHI, to permit access to inspect and obtain a copy of the PHI about the individual that is subject to this Agreement, as required by law, within thirty (30) days of such request.

iii. SERVICE PROVIDER agrees to make PHI available for amendment and to incorporate any amendments or corrections to an individual's PHI upon request by SCHOOL DISTRICT in accordance with applicable law.

iv. SERVICE PROVIDER agrees to make available the information required to provide an accounting of disclosures in accordance with applicable law.

e. **Request for Information:** SERVICE PROVIDER agrees that she will use all reasonable efforts to limit her request for PHI to the minimum amount necessary to achieve the purpose for which the request is being made. In addition, SERVICE PROVIDER agrees to make her internal practices, books, records and information related to the use and disclosure of information available to the Department of Health and Human Services for review, upon request of the Secretary of that Department, to the extent that such is required by law.

f. **Chain of Trust:** If any information is transmitted electronically between SERVICE PROVIDER and SCHOOL DISTRICT, the parties agree to electronically exchange information and to protect the transmitted information as required by HIPAA. The parties acknowledge that they are required to, and depend upon each other to maintain the integrity and confidentiality of the transmitted information.

24. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER 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 act, omission, error, recklessness or negligence of SERVICE PROVIDER, her 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.

25. **INSURANCE:**

a. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on 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 and admitted to conduct business in New York State.

   ii. state that 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 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 SERVICE PROVIDER that are covered by the liability policies.

e. At SCHOOL DISTRICT's request, 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, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. SERVICE PROVIDER 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
   $2,000,000 Products and Completed Operations
   $1,000,000 Personal and Advertising Injury
   $1,000,000 Sexual Misconduct and Assault
   $100,000 Fire Damage
   $10,000 Medical Expense

   Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

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 SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract and subjects her to liability for damages, indemnification and all legal remedies available to SCHOOL DISTRICT. SERVICE PROVIDER 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.

i. If SERVICE PROVIDER utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

j. In lieu of the above insurance requirements, SERVICE PROVIDER may provide evidence of self-insured plans which meet or exceed the above, subject to review and approval by SCHOOL DISTRICT's insurance consultant.

26. **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 (2) days after mailing. Notice shall be delivered or mailed to:

Dale Saglimbene
553 Woodbury Road
Plainview, New York 11803

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Executive Director for Student Support Services

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

28. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER 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.

29. **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.

30. **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.

31. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, 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.

32. 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.

33. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER 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 SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

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

35. 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.

36. 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.

37. 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: _____

Date: 8/6/26 _____

DALE SAGLIMBENE

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 or marketing purposes. A student's data cannot be shared with an unauthorized person.

2. Authorized parents have the right to inspect and review the contents of their child's education record from their school. Parents' have the right to see the records within forty-five (45) days and dispute any inaccuracies.

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 Office of Information & Reporting Services, New York State Education Department, 89 Washington Avenue, Room 863 EBA, 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 Adele Pecora, Superintendent of Schools, and Nicole Culella, Data Privacy Officer, 1600 Washington Avenue, Seaford, New York 11783. 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/parents-and-students-file-privacy-complaint, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Room 152 EB, 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/data-privacy-security/bill-rights-data-privacy-and-security-parents-bill-rights

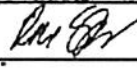
Acknowledged by: _____ Dr. Dale Saglimbene 08/05/2026
Organization Date

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:	Dr. Dale Saglimbene
Description of the purpose(s) for which Provider will receive/access PII:	as needed by school district for medical advice
Type of PII that Provider will receive/access:	Check all that apply: ■ Student PII ■ APPR Data
Contract Term:	Contract Start Date: _____ Contract End Date: _____
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: • 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:	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☐ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution. ■ Other: not stored but shredded in my offcie Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	
[Printed Name]	Dale Saglimbene
[Title]	DO
Date:	08/05/2026

MLMIC
MLMIC Insurance Company
a Berkshire Hathaway company

P.O. Box 1287, Latham, NY 12110
(800) ASK-MLMIC | MLMIC.com
New York City | Long Island | Colonie | Syracuse | Buffalo

Certificate of Insurance

Date of Issue: May 23, 2026

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder.

POLICY ADMINISTRATOR:

Dale E Saglimbene, DO
549 Old Country Road
Plainview, NY 11803

PRODUCER:
Alera Group Healthcare Liability Team
(917) 463-0080

INSURED:
Dale E Saglimbene, DO
MP0502551

COVERAGES
THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED 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 POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS OF LIABILITY	
Professional Liability	3354214	07/01/2026	07/01/2027	Each Person	$1,300,000
[X] Claims Made [ ] Occurrence				Total	$3,900,000

SPECIALTY: Family/General Practice, Exclusive of Surgery

DESCRIPTION:

CANCELLATION, CHANGE OR NONRENEWAL:

IN THE EVENT OF ANY MATERIAL CHANGE IN, CANCELLATION OF, OR FAILURE TO RENEW THE POLICY DESCRIBED ABOVE, THE ISSUER OF THIS CERTIFICATE OR THE COMPANY WILL ENDEAVOR TO GIVE WRITTEN NOTICE TO THE PARTY TO WHOM THIS CERTIFICATE IS ISSUED, BUT FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY UPON THE ISSUER OR THE COMPANY.

CERTIFICATE HOLDER:

Attn: Credentialing
HealthCare Partners, IPA
501 Franklin Ave
3rd Floor
Garden City, NY 11530

Authorized Representative

Contract

THE PIERMONT

Party Name	Event Date	Telephone	Email	Event #
Seaford High School Prom	6/8/2027 (Tue)	(516) 592-4382	nschnabel@seaford.k12	E08759

Address	Booking Contact	Gtd Guests	Act Guests
1575 Seamans Neck Rd, Seaford, NY 11783	Schnabel, Nicole	200	

Client/Organization	Theme	Sales Rep	Price Per Person
Seaford High School	Prom	Brittany Bettridge	90

IF ATTENDANCE FALLS BELOW THE GUARANTEED NUMBER THE CLIENT WILL BE CHARGED FOR THE GUARANTEED NUMBER Client Initials: ____ ____

INVITATION TIME MUST MATCH CONTRACTED START TIME Client Initials: ____ ____

BANQUET ROOMS

Room Chg	Start	End	Arrival	Departure	Banquet Room	Setup Style
$0.00	7:00 pm	7:30 pm	NA	NA	Ocean	Cocktail Style
$0.00	7:30 pm	11:00 pm	NA	NA	Bridgeview	SEE DIAGRAM

FOOD & SERVICE ITEMS

Food/Service Items	Price	Qty	Total
Cocktails - Tuesday, June 08, 2027 - 7:00 pm			
Welcome Station Butler Passed Hors D'oeuvres Mocktails & Soft Drinks Included			
Dinner - Tuesday, June 08, 2027 - 7:30 pm			
Sit Down Dinner to Include: First Course Choice of 3 Entrees Ice Cream Sundae Bar			
Client Can Switch to a Lounge Style Menu (4 Dinner Stations & 1 Dessert Station) at no additional charge			
Mocktails & Soft Drinks			
Price Per Person	$90.00	200	$18,000.00
Price Per Chaperone	$65.00		
Price Per Vendor Meal	$65.00		
Security (1 Required) School to provide at least 3 additional security	$375.00	1	$375.00
THIS IS AN EXCLUSIVE EVENT (NO OTHER PARTY WILL BE BOOKED 7PM - 11PM)			

The Piermont
494 Fire Island Avenue Babylon, NY 11702
631.422.2400

Subtotal	$18,375.00	Paid	$0.00	Pay Method	Card Number
Tax	$1,607.81	Balance	$19,982.81	Card Type	
20% Surcharge	$0.00	Next Deposit	$1,000.00		
Total Value	$19,982.81	Due Date	7/16/2026	Signature	

Deposit Schedule

Due	Amount	Comment
7/16/2026	$1,000.00	Initial Deposit (Cash/Check/Credit Card)
6/1/2027	$0.00	Final Balance (Cash/Check ONLY)

CATERING CONTRACT

1. The balance due will upon demand of Proprietor, be paid in cash or by certified check at the time of final arrangements and in any event, not later then two (2) weeks prior to the function. In the event Patron fails to comply with said demand, Proprietor shall be under no obligation to admit Patron and their guests or to provide any food or services and Patron shall be deemed to have breached the contract. Any payment returned due to insufficient funds or any other reason will incur a $40.00 Returned Check Fee, which will be added to the Patron's balance and must be paid immediately via certified check or cash.
2. Patron shall pay all Federal, State and City Taxes in effect on date that function takes place, in addition to the price set forth.
3. Patron agrees to pay for all persons attending (on floor plan/diagram submitted) but not less than or the number of persons guaranteed. Proprietor may limit service to the number of persons guaranteed.
4. Arrangements for additional persons must be made at least four (4) days prior to the function. Where the seating plan submitted by patron at the final arrangements (whether or not signed by patron) exceeds the original guarantee, such increased number constitutes the final minimum guarantee and patron must pay for such increased number whether or not they attend. Additional persons attending in excess of the increased final guarantee shall be paid for at the prices set forth for additional persons or if none is set forth at a pro rata price.
5. Proprietor reserves the right to make additional charges including overtime for waiters and staff for affairs running beyond the times agreed upon. The invitation start time must match the contracted event start time as stated in this agreement. Proprietor does not include centerpieces for tables. Proprietor is not responsible for the setup or breakdown of centerpieces supplied by Patron.
6. Patron shall comply with all requirements of all laws, orders, ordinances and regulations of the Federal, State, County and municipal authorities including the State Liquor Authority and A.B.C. Board and with any direction of any public officer, which shall impose any duty upon Patron with respect to the premises engaged by Patron. Proprietor reserves the right to prohibit the use of confetti cannons & smoke machines. Proprietor also reserves the right to prohibit any non approved equipment such as cold sparklers and/or dry ice machines. This equipment can be used with proprietors prior consent.
7. Whenever a license and/or permit is required for Patron's functions, such license and/or permit shall be procured from the proper authorities by the patron at his own cost and expense. Such license and/or permit must be displayed to the Proprietor at least 21 days before the affair is to be held with the exception of any licenses or permits required to be maintained by the Proprietor for the operation of the premises.
8. Patron will not permit any food or alcoholic beverages to be brought into the engaged premises without Proprietor's written consent.
9. Patron will take good care of fixtures, furnishings and personal property in the premises. Patron assumes responsibility for any damage to such property that may be caused by Patron, Patron's employees, guests or invitees. The Patron acknowledges that the Proprietor may make renovations, improvements, or changes to the property, decor, layout or furnishings. Such changes shall not constitute grounds for cancellation or refund. The Proprietor reserves the right to modify or improve the premises at its discretion, provided that such changes do not materially interfere with the Client's contracted event. Confetti is not permitted on premises. Fog machines are not permitted on premises.
10. Proprietor if no longer catering at the premises at the time of the function, its successors or assigns may complete the contract with the Patron's written and signed consent.
11. Where the Patron is a corporation, unincorporated association, partnership or other legal entity, this agreement shall be binding on such legal entity as well as on the individual executing on its behalf and said individual represents that he/she is authorized to execute this agreement on its behalf.
12. Patron agrees that only insured vendors i.e. Musicians and insured Photographers will be employed by Patron on premises. All vendors providing services on the premises must provide a Certificate of Liability Insurance naming "The Piermont" as an additional insured. The minimum required coverage shall be $1,000,000 per occurrence. Certificates must be submitted to the venue no later than ten (10) business days prior to the event date. Vendors are prohibited from using the venue's elevator for transportation of equipment, supplies or materials. All loading and unloading must occur through service entrances.
13. Proprietor, its employees and prospective Patrons shall have free and uninterrupted admission to and through the premises at all times. Proprietor or its agents shall not be liable for any damage to property entrusted to its employees, nor for the loss of any property by theft or otherwise unless due to Proprietor's negligence. Proprietor is not responsible for any personal property, rental items or vendor equipment left on the premises after the conclusion of the event. Any items left behind may be discarded or disposed of at the Proprietor's discretion.
14. Proprietor shall have no responsibility or liability for failure to supply any service or to otherwise comply with this contract when

The Piermont
494 Fire Island Avenue Babylon, NY 11702
631.422.2400

prevented from doing so by strikes, fire, accidents or any cause beyond Proprietor's reasonable control, or by orders or regulations of any governmental authority, or failure of coal, or other fuel supply, water, gas, electricity, air conditioning, if any, or other facility.
15. The Proprietor shall have the right to make substitutions in the menu for any items which shall not be reasonably and readily obtainable in the open market.
16. The person executing this contract expressly represents that he/she is of full age.
17. Cancellation. If patron cancels this contract the initial deposit as well as all payments made towards this contract are non-refundable. In addition, if patron cancels this contract and the Proprietor can re-book the date, the initial deposit as well as all payments made towards this contract are non-refundable, and the Patron is liable for a cancellation fee of $250 or 5% of the contract price, whichever is less, plus actual expenses reasonably incurred. If Patron cancels this contract and the Proprietor can not re-book the date, the initial deposit as well as all payments made towards this contract are non-refundable and the Patron is liable for a cancellation fee of the difference between the total contract price and the cost of the performance, plus actual expenses reasonably incurred.
COVID-19 Impact. In the event there are government restrictions requiring the guest count to be lower than the minimum guarantee on this contract, Proprietor will amend the minimum guarantee to coincide with the current government restriction. If there are government restrictions requiring the guest count to be lower than the minimum guarantee on this contract, Patron has the option to A) postpone to a mutually agreeable date or B) cancel this contract (within 120 days of the contracted event date). If Patron executes option B, Patron will be liable for the initial deposit, however, all additional deposits/payments will be reimbursed 60 days after the contracted event date.
18. Proprietor agrees to cater the function specified and to render the additional services contracted for by Patron in accordance with the provisions of this contract and Patron agrees to pay therefore the sums stated.
19. This agreement constitutes the entire contract between the parties. No modification, termination or discharge thereof shall be valid nor of any force or effect, unless the same is in writing and signed by the proprietor.
20. Proprietor has the right to substitute another room in lieu of this room contracted for if such room is unavailable due to fire, accident, catastrophe or due to any other circumstances beyond Proprietor's control or due to unintentional error in booking a room previously contracted for. If no room is available due to any of such causes, caterer shall have the option of canceling this contract without further liability.
21. Proprietor has made no representation that this instrument is other than a binding contract, or that it was signed or delivered subject to any condition not specifically set forth therein. Proprietor has made no representation giving Patron the right to cancel without liability and Patron shall be liable on cancellation in accordance with the provisions of this contract. Patron has read this contract and is fully familiar with the terms thereof. Patron agrees that in executing this contract he is not relying on any statements or representations not embodied therein. Patron represents that he has the financial resources with which to pay for the affair herein. The term "Proprietor" as used in this contract shall mean: "The Piermont."

(Copyright 1061– N.Y. Caterers Trade Association, Inc. Reproduction Prohibited Without Permission)

CLIENT _____ DATE: _____

CLIENT _____ DATE: _____

SALES MANAGER _____ DATE: 8/13/2026

The Piermont
494 Fire Island Avenue Babylon, NY 11702
631 422 2400

RIDER TO THE AGREEMENT

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

and

THE PIERMONT
(hereinafter referred to as the "Vendor")
494 Fire Island Avenue
Babylon, New York 11702

1. The terms and conditions of this Rider supersede and take precedence over the terms of the Catering Contract dated June 8, 2027 (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 2 of the Agreement shall be deleted in its entirety. School District will provide Vendor with New York State tax exemption form.

   b. Paragraph 8 of the Agreement shall be revised to reflect the following: *"Patron will not permit any food to be brought into the engaged premises without Proprietor's written consent. Alcoholic beverages will not be permitted at this event."*

3. Independent Contractor. All employees and independent contractors of Vendor shall be deemed employees or independent contractors of Vendor for all purposes and Vendor alone shall be responsible for their work, personal conduct, direction, and compensation. Vendor acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of School District. Vendor 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. Vendor 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.

4. Cancellation and Rescheduling Notwithstanding Paragraph 17 of the Agreement, if the School District elects to reschedule an Event Date rather than cancel the Agreement, any initial deposit and all payments made by the School District toward the Agreement shall be applied as a credit toward the rescheduled Event Date and shall not be forfeited. Such credit shall be applied to the rescheduled Event Date under the same terms and conditions set forth herein, subject to venue availability. The Vendor does not guarantee that a rescheduled Event Date will be available, and any such rescheduling shall be subject to the Vendor's sole discretion, venue

availability, and any additional terms determined by the Vendor. In the event the Vendor cancels the Agreement for any reason or it is otherwise unable to provide the venue, facilities, or services contemplated by the Agreement, the Vendor will refund to the School District all money actually paid by the School District through the date of cancellation by the Vendor, including but not limited to, any deposit.

5. Insurance.

a. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of School District as an additional insured on Vendor'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 Vendor'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 Vendor that are covered by the liability policies.

e. At School District's request, Vendor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, Vendor will provide a copy of the policy endorsements and forms.

f. Vendor agrees to indemnify School District for any applicable deductibles and self-insured retentions associated with Vendor's policies, to the extent not covered by the applicable policy.

g. Required Insurance:

i. **Commercial General Liability Insurance:**
$1,000,000 per Occurrence/$2,000,000 Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Sexual Misconduct and Assault
$100,000 Fire Damage
$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

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.

iv. **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. Vendor 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.

i. Vendor may utilize independent contractors in connection with the services. Vendor shall use commercially reasonable efforts to ensure that any such independent contractors maintain insurance appropriate to the services they perform, but Vendor shall have no obligation to provide certificates of insurance or other evidence of such coverage unless expressly agreed in writing.

j. If Vendor utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

6. Discrimination Prohibited. Neither School District nor Vendor 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. Assignment. Neither party shall assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment made without such consent shall be deemed void.

8. 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.

9. 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 or the County of Suffolk, State of New York, or federal court in the Federal District Court for the Eastern, 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 any proceeding in any such court. The parties each waive trial by jury in any action or proceeding concerning this Agreement.

10. Counterpart/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: _____

THE PIERMONT

Date: 8/13/2026 By: _____

ENERGY TAX SAVERS' SERVICE AGREEMENT

This Energy Tax Savers' Service Agreement is entered into effective as of _____, 2026 (the "Effective Date") between Seaford Union Free School District ("Client") and Energy Tax Savers, Inc. ("ETSI") with regard to the solar project ("Client's Project"). The Services will be provided on the terms and conditions outlined below.

BACKGROUND

The Inflation Reduction Act (IRA) of 2022 has the potential to greatly assist customers with the achievement of energy savings work for projects that reduce the reliance on traditional energy sources and increase energy efficiency by utilizing alternative energy resources. There are several credits that apply including tax credits for geothermal, solar and wind projects. The Internal Revenue Code (IRC) sections include Sections 30C, 45, 45W, 48, 48E, 6417 and 6418.

Guidance has yet to be completely defined by appropriate government agencies. Definitions have occurred slowly, incrementally since the passage of the bill. There is a myriad of credit opportunities available in the IRA, and we can help customers obtain them. In order to accomplish that, it is recommended that a consultant is aware of the current requirements and processes and is actively engaged in tracking additional regulatory implementation of the IRA in order to assist.

ETSI would be responsible for the following support directly to the Client:

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement and intending to be legally bound hereby, the parties agree as follows:

1. Description of Services. With respect to Client this agreement covers all preliminary consulting, assistance with allocated costs to credit eligible and non-credit eligible expenses, filing all paperwork and audit assistance up to IRS appeals. It also includes educating designers and installers on key points of the incentive to maximize the credit.

Client may authorize a Tax Project (See Attachment 1). Indication of authorization will be through full payment of the Retainer (described below). Upon completion of each Tax Project, ETSI working with Client will submit all required documentation in order to file for these tax incentives.

Specifically, ETSI will:

- Gather all application data with assistance from Client, and third parties
- Work with and educate designer on designing to maximize tax incentives
- Work with and educate installing contractor to maximize tax incentives
- Work with design team and contractors to segregate eligible project costs from ineligible project costs
- Work with Client, to prepare all documentation required for pre-filing
- Assist Client in pre-filing
- Work with Client, to prepare all documentation required for filing
- Assist Client in filing
- Provide IRS Audit Assistance through appeals in the event of an IRS Audit

2. Compensation. Client shall compensate ETSI for these Services in the amount of the Fee Quote. Fees and estimated credit amounts for subsequent projects will be evaluated on an individual complimentary basis.

If Client decides to authorize the commencement of the Tax Project, the Fee Quote will be a total of $16,200.

Fees to be paid as follows:

- $5,400 Retainer,
- $5,400 upon receipt of Pre-Filing Registration number,
- $5,400 upon delivery of all filing documents.

All invoices will be payable in full within 30 days from the date of the invoice.

3. Duties and Obligations of Client. Delivery of the Services is predicated on Client and/or its designees (e.g., contractors, architects, engineers) providing all requested documentation. Client will also be responsible for any follow-up documentation requested, and that the actual completed project met or exceeded the requirements of the incentive. The parties recognize that achievement of these tax benefits requires cooperation from third party designees, the facilities and tax departments of Client. ETSI will facilitate this cooperation, provide expert tax advice throughout the process, and provide IRS audit documentation, verifying all submissions related to the Inflation Reduction Act, as needed, and providing any further calculations requested.

4. General Provisions. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles of conflicts of law. All disputes, controversies or claims arising out of or with respect to any of the terms or conditions of, or the performance of the parties under, or termination of, this Agreement which cannot be settled amicably by the parties shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in Nassau County, NY. In no event shall ETSI's liability for any claims under this Agreement exceed, in the aggregate, any fees paid by Client under this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

ACCEPTED AND AGREED TO:

Seaford Union Free School District (Client)	**Energy Tax Savers, Inc.**
By:	By: Charles R Goulding
Name:	Name: Charles R. Goulding
Title:	Title: President
Date:	Date: 7/17/2026

ATTACHMENT 1: TAX PROJECT INFORMATION

Site Name	Site Address	System Size (kW DC)	System Type	System Cost
Seaford High School	1575 Seamans Nck Rd, Seaford, NY 11783	330.40	Carport	$1,725,000
Seaford Middle School	3940 Sunset Ave, Seaford, NY 11783	507.99	Rooftop	$2,156,252
Seaford Harbor School	3500 Bayview St, Seaford, NY 11783	325.68	Rooftop	$1,393,380
Seaford Manor School	1590 Washington Ave, Seaford, NY 11783	490.30	Rooftop	$2,097,686

RIDER TO THE AGREEMENT

Seaford Union Free School District
(hereinafter referred to as the "School District")
1600 Washington Avenue
Seaford, New York 11783

and

Energy Tax Savers, Inc.
(hereinafter referred to as the "Company")
33 Queens St., Suite 301
Syosset, New York 11791

1. The terms and conditions of this Rider supersede and take precedence over the Energy Tax Savers' Service Agreement dated July 17, 2026 (hereinafter the "Agreement") attached hereto. To the extent the terms of this Rider conflict with the terms of the Agreement, the terms of this Rider shall govern.

2. The following provisions of the Agreement shall be modified as follows:

   a. Paragraph 4, entitled "General Provisions" shall be deleted in its entirety and replaced with Paragraph 14 of this Rider.

3. Term of Agreement: This Agreement shall be in effect for the period July 1, 2026 to June 30, 2027, unless terminated earlier, as set forth herein.

4. Payment Schedule: In full consideration for the services to be rendered by Company to School District for the term of this Agreement, School District agrees to pay Company in twelve (12) equal monthly installments of $1,350.00.

5. Independent Contractor: All employees of Company shall be deemed employees of Company for all purposes and Company alone shall be responsible for their work, personal conduct, direction, and compensation. Company acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of School District. Company 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. Company 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, Company, 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. Company agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. Company 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. Company 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. Force Majeure: Neither party will be liable for losses, defaults or damages under this Agreement which results from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of these Agreements, due to or because of acts of God, the public enemy, acts of government, epidemic, pandemic, quarantine, earthquakes, floods, strikes civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

7. Termination:

a. This Agreement may be terminated by School District upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Company for services rendered. Company will not incur any additional expenses upon receipt of School District 's notification that Company' 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 services due to School District must be completed by Company 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 Company, upon three (3) days' written notice from School District to Company.

8. Indemnification: To the fullest extent permitted by law, Company 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 act, omission, error, recklessness or negligence of Company, 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.

9. Insurance:

a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, Company hereby agrees to effectuate the naming of School District as an additional insured on Company'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 Company' 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 Company that are covered by the liability policies.

e. At School District's request, Company shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, Company will provide a copy of the policy endorsements and forms.

f. Company 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
$2,000,0000 Products/Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage
$10,000 Medical Expense

ii. **Automobile Liability (if applicable):**
$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

iii. **Cyber Liability:**
$2,000,000 per occurrence/$2,000,000 aggregate for the professional services of the service provider performed under contract for School District. If the policy is written on a claims-made basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

iv. **Fidelity and Cyber Crime Insurance:**
$1,000,000 per claim with no aggregate. For dishonest acts of Company's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include School District's property.

v. **Professional Errors and Omissions Insurance:**
$2,000,000 per occurrence/$2,000,000 aggregate for the professional acts of Company 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.

vi. **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.

vii. **Workers' Compensation and NYS Disability Insurance:**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) 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 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.

h. Company acknowledges that failure to obtain such insurance on behalf of School District constitutes a material breach of contract. Company 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.

10. Confidentiality and Data Security and Privacy Standards: Company, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Company, 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. Company further agrees that any information received by Company, 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 Company, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

11. 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:

Energy Tax Savers, Inc.
33 Queens Street, Suite 301
Syosset, New York 11791

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Superintendent of Schools

12. Assignment of Agreement: Company shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of School District.

13. Discrimination Prohibited: Neither School District nor Company 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.

14. 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.

15. Remedies: Except as expressly provided in this Agreement between School District and Company, duties and obligations imposed by such agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, or in equity or by other agreement, and such rights and remedies shall survive acceptance of Vendor's work and/or any other termination of Company's agreement with School District.

16. 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.

17. No Prior Agreements: This Agreement constitutes the full and complete Agreement between School District and Company, 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.

18. 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.

19. Representations and Warranties: Company represents and warrants: 1) that Company 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 Company has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

20. Amendment: This Agreement may be amended only in writing and signed by the parties.

21. 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.

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

23. 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

Dated: _____ By: _____

ENERGY TAX SAVERS, INC.

Dated: _____ By: Charles R Goulding Digitally signed by Charles R Goulding Date: 2026.08.06 13:20:57 -04'00'

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 11, 2026

Seaford Union Free School District
1600 WASHINGTON AVE
SEAFORD NY 11783-1955

Account Information:

Policy Holder Details :	**ENERGY TAX SAVERS INC**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2026

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 ADDITONAL 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).

PRODUCER	CONTACT NAME:	
NFP PROPERTY CASUALTY SVCS INC/PHS 57151634 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
ENERGY TAX SAVERS INC 33 QUEENS ST STE 300 SYOSSET NY 11791-3063	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	57 SBM AV8E16	08/07/2026	08/07/2027	EACH OCCURRENCE	$ $1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $1,000,000
							MED EXP (Any one person)	$ $10,000
							PERSONAL & ADV INJURY	$ $1,000,000
							GENERAL AGGREGATE	$ $2,000,000
							PRODUCTS - COMP/OP AGG	$ $2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			57 SBM AV8E16	08/07/2026	08/07/2027	COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			57 SBM AV8E16	08/07/2026	08/07/2027	EACH OCCURRENCE	$ $5,000,000
							AGGREGATE	$ $5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE -EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			57 SBM AV8E16	08/07/2026	08/07/2027	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Seaford Union Free School District
1600 WASHINGTON AVE
SEAFORD NY 11783-1955

CANCELLATION

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

Susan L. Castaneda

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AGENCY CUSTOMER ID: _____

LOC# : _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
NFP PROPERTY CASUALTY SVCS INC/PHS	ENERGY TAX SAVERS INC 33 QUEENS ST STE 300 SYOSSET NY 11791-3063
POLICY NUMBER SEE ACORD 25	
CARRIER: SEE ACORD 25 / NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Seaford UFSD, its Board, employees, and volunteers, but only as required by a valid written contract, agreement, or permit is an additional insured as provided by Blanket Additional Insured By Contract Endorsement, Form SL 30 32 attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SL 00 00, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL 00 00, attached to this policy. RE: Engineering-based consulting services.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2026

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).

PRODUCER	CONTACT NAME: Justworks Customer Success	
Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	PHONE (A/C, No, Ext): (888) 534-1711	FAX (A/C, No):
	E-MAIL ADDRESS: support@justworks.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED Justworks Employment Group LLC Labor Contractor, for co-employees of: Energy Tax Savers, Inc. dba: R&D Tax Savers PO Box 7119 Church Street Station New York, NY 10008-7119	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 26NY017977274 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N ☐ (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 67-02-862-08	06/01/2026	06/01/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2026	06/01/2027	**Client#** 26586-NY	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Energy Tax Savers, Inc. dba: R&D Tax Savers
33 Queens Street, Suite 300
Syosset, NY 11791

Job Name: IRA ITC Consulting Job Location: 1600 Washington Avenue, Seaford, New York 11783 Job Duties: ETSI EMPLOYEES WILL REMOTELY PROVIDE ENGINEERING-BASED TAX CONSULTING SERVICES FROM THEIR OFFICES IN SYOSSET, NY # of employees: 5 Start Date: 08/05/2026 Waiver effective through policy term.

Endorsements: Waiver of Subrogation

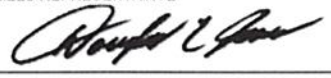
CERTIFICATE HOLDER

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

CANCELLATION

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



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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN FAVOR OF:

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

WORK PERFORMED BY CO-EMPLOYEES OF:

Energy Tax Savers, Inc. dba: R&D Tax Savers
33 Queens Street, Suite 300
Syosset, NY 11791

ON THE FOLLOWING PROJECT:

Job Name: IRA ITC Consulting Job Location: 1600 Washington Avenue, Seaford, New York 11783 Job Duties: ETSI EMPLOYEES WILL REMOTELY PROVIDE ENGINEERING-BASED TAX CONSULTING SERVICES FROM THEIR OFFICES IN SYOSSET, NY # of employees: 5 Start Date: 08/05/2026 Waiver effective through policy term.

FEE FOR THIS WAIVER IS: 5% of total premium at each job.

($250 Minimum Premium per policy for all NY waiver endorsements combined)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 08/06/2026 Policy No: WC 67-02-862-08 Endorsement No:

Insured: Justworks Employment Group LLC Labor Contractor, for co-employees of: Energy Premium: $

Insurance Company: American Zurich Insurance Company Countersigned By:

Authorized Representative

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THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234
Office of School Governance, Policy, and Religious & Independent Schools
Room 1060, Education Building Annex
Tel: (518) 474-6541
Email: transportation@nysed.gov

Budget Adjustment Form

Please Select the type of contract you are amending:

Transportation Contract (TC): ☐ **Transportation Contract Extension (TCE):** ☐

Transportation Contract Summer (TCS): ☐ **Contract Extension Summer (CES):** ☑

District Name Seaford UFSD **SED Code** 280206

Contract Extension Number: 006465

Contract Description Summer Sp. Ed **Contract Type** _____

Contract Identity: Passenger Vans

Agreement Date: 3-6-2025

Contract Begin Date: July 1st 2026

Contract End Date: August 31st 2026

Original Contract Amount: 928,980

Updated Contract Amount: 984,720

Justification: _____

IN WITNESS WHEREOF, the parties below have set their hands the day and year stated here.

Signature or Trustee of President of the Board of Education	Party of the First Part (type name)	Date
Signature of the Contractor	Party of the Second Part (type name)	Date
Signature of Superintendent or Designee	Party of the First Part (type name)	Date

THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
Office of School Governance, Policy and Religious & Independent Schools
Room 1075, Education Building Annex
Tel: (518) 474-6541
Email: transportation@nysed.gov

Transportation Contract Extension (TCE) / Contract Extension Summer (CES) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract Extension: ☐ **Contract Extension Summer:** ☑

Contract Extension #: 006468

Contract Type: SUMMER SPECIAL EDUCATION

DESCRIPTION	TYPE

Contract Identity FAMILY OF KIDZ

Original Contract Agreement Date: 5-20-2025

Contract Extension Agreement Date: 3-12-2026

Contract Begin Date: 7-1-2026

Contract End Date: 8-1-2026

Specifications:		
District will supply contractor with fuel	YES ☐	NO ☑
Provision for attendants and/or monitors	YES ☑	NO ☐
Clause for increasing or decreasing service	YES ☑	NO ☐
Cost Justification Form- for CPI Pass Through Expenses	YES ☐	NO ☐

TOTAL ANTICIPATED COST: 1

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

	LISA HERBERT, 1600 WASHINGTON AVE, SEAFORD,11
Signature of Trustee or President of the Board of Education	Party of the First Part
	PAUL SGRO, 295 DUFFY AVE, HICKSVILLE 11801
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date:

Filed By:

Signature of Superintendent or designee

SOUTHEAST NASSAU TRANSPORTATIO CO-OPERATIVE
SUMMER 2026 TRANSPORTATION
CONTRACTORFIRST STUDENT
BID OPENING MAY 20, 2025

ITEM #	DESCRIPTION	COST P/D	MATRON P/D	# OF STUDENTS	ESTIMATED COST
22336	FAMILY OF KIDZ 1737 VETERANS MEMORIAL HWY ISLANDIA, NY 11749	$ 289.03	$ 231.22		
22337	GREAT NECK SEAL PROGRAM 105 CLOVER DRIVE GREAT NECK, NY 11021	$ 262.75	$ 220.71		
22338	MARTIN DEPORRES HIGH SCHOOL 50 ROSE AVENUE VALLEY STREAM, NY 11580	$ 262.75			
22341	MERRICK WOODS COUNTRY DAY 1075 MERRICK AVENUE MERRICK, NY 11566	$ 241.73	$ 220.71		$ 1
22345	MUNSEY PARK ELEMENTARY 1 HUNT LANE MANHASSET, NY 11030 8;30-3;30	$ 394.13	$ 220.71		
22346	MUNSEY PARK ELEMENTARY 1 HUNT LANE MANHASSET, NY 11030 8;30-11;30	$ 394.13	$ 220.71		

SOUTHEAST NASSAU TRANSPORTATIO CO-OPERATIVE

SUMMER 2026 TRANSPORTATION

CONTRACTORFIRST STUDENT

BID OPENING MAY 20, 2025

22347	MANDALAY SCHOOL 2667 BAYVIEW AVENUE WANTAGH, NY 11793 8:30-12:00	$	262.75	$	220.71	
	TOTAL					1

THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
Office of School Governance, Policy and Religious & Independent Schools
Room 1075, Education Building Annex
Tel: (518) 474-6541
Email: transportation@nysed.gov

Transportation Contract Extension (TCE) / Contract Extension Summer (CES) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract Extension: ☐ **Contract Extension Summer:** ☑

Contract Extension #: 006407

Contract Type: SUMMER SPECIAL EDUCATION

DESCRIPTION	TYPE
SUMMER SPECIAL EDUCATION	

Contract Identity HICKSVILLE UFSD

Original Contract Agreement Date: 5-23/2024

Contract Extension Agreement Date: 3-12-2026

Contract Begin Date: 7-1-2026

Contract End Date: 8-31-2026

Specifications:

District will supply contractor with fuel	YES ☐	NO ☑
Provision for attendants and/or monitors	YES ☑	NO ☐
Clause for increasing or decreasing service	YES ☑	NO ☐
Cost Justification Form- for CPI Pass Through Expenses	YES ☐	NO ☐

TOTAL ANTICIPATED COST: 1

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

	LISA HERBERT, 1600 WASHINGTON AVE, SEAFORD, 1
Signature of Trustee or President of the Board of Education	Party of the First Part
	PAUL SGRO, 295 DUFFY AVE, HICKSVILLE, 11801
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date:

Filed By:

Signature of Superintendent or designee

SEAFORD UFSD

SUMMER COMPUTATION SHEET 2026

CONTRACTOR FIRST STUDENT

BID DATE 5/23/2024

ITEM #	DESCRIPTION	COST PER DAY	MATRON PER DAY	# OF STUDENTS	ESTIMATED COST
22312	HICKSVILLE UFSD 200 DIVISION AVE HICKSVILLE , NY VARIOUS LOCATIONS	$ 135.84	$ 214.09		$1
22313	WEST HEMPSTEAD UFSD 252 CHESTNUT ST WEST HEMPSTEAD, NY VARIOUS LOCATIONS-VANS ONLY	$ 135.84	$ 214.09		
22314	HAROLD D. FAYETTE SCHOOL 1057 MERRICK AVE MERRICK, NY	$ 195.61	$ 214.09		
22315	LEVY LAKESIDE SCHOOL 21 BABYLON RD MERRICK, NY VAN ONLY	$ 195.61	$ 214.09		
	LATE BUS AS NEEDED	$ 211.91			
	MONITOR AS NEEDED	$ 214.09			
				TOTAL	$1

THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
Office of School Governance, Policy and Religious & Independent Schools
Room 1075, Education Building Annex
Tel: (518) 474-6541
Email: transportation@nysed.gov

Transportation Contract Extension (TCE) / Contract Extension Summer (CES) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract Extension: ☐ **Contract Extension Summer:** ☑

Contract Extension #: E003323

	DESCRIPTION	TYPE
Contract Type:	SUMMER SPECIAL EDUCATION	
Contract Identity	UNITED CEREBRAL PALSY	

Original Contract Agreement Date: 5-18-2023

Contract Extension Agreement Date: 3-12-2026

Contract Begin Date: 7-1-2026

Contract End Date: 8-31-2026

Specifications:		
District will supply contractor with fuel	YES ☐	NO ☑
Provision for attendants and/or monitors	YES ☑	NO ☐
Clause for increasing or decreasing service	YES ☑	NO ☐
Cost Justification Form- for CPI Pass Through Expenses	YES ☐	NO ☐
TOTAL ANTICIPATED COST:	1	

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

	LISA HERBERT, 1600 WASHINGTON AVE, SEAFORD, 1
Signature of Trustee or President of the Board of Education	Party of the First Part
	PAUL SGRO, 295 DUFFY AVE, HICKSVILLE, 11801
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date:

Filed By:

Signature of Superintendent or designee

SEAFORD UFSD
CONTRACTOR FIRST STUDENT
SUMMER COMPUTATION SHEET 2026
BID DATE 5/18/2023

DESCRIPTION	COST PER MONTH/DAY	MATRON PER MONTH	# OF VANS	ESTIMATED COST
UNITED CEREBRAL PALSY 380 WASHINGTON AVE, ROOSEVELT, NY 11575	$508.11	$213.41		$1
LATE BUS AS NEEDED	$158.08			
MONITOR AS NEEDED	$213.41			
			TOTAL COST	$1

THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
Office of School Governance, Policy and Religious & Independent Schools
Room 1075, Education Building Annex
Tel: (518) 474-6541
Email: transportation@nysed.gov

Transportation Contract Extension (TCE) / Contract Extension Summer (CES) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract Extension: ☐ **Contract Extension Summer:** ☑

Contract Extension #: E752861

Contract Type: SUMMER SPECIAL EDUCATION

DESCRIPTION **TYPE**

Contract Identity AHRC BROOKVILLE

Original Contract Agreement Date: 5-23-2022

Contract Extension Agreement Date: 3-12-2026

Contract Begin Date: 7-1-20206

Contract End Date: 8-31-2026

Specifications:		
District will supply contractor with fuel	YES ☐	NO ☑
Provision for attendants and/or monitors	YES ☑	NO ☐
Clause for increasing or decreasing service	YES ☑	NO ☐
Cost Justification Form- for CPI Pass Through Expenses	YES ☐	NO ☐
TOTAL ANTICIPATED COST:	1	

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

	LISA HERBERT, 1600 WASHINGTON AVE, SEAFORD, 1
Signature of Trustee or President of the Board of Education	Party of the First Part
	PAUL SGRO, 295 DUFFY AVE, HICKSVILLE, NY 11801
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date:

Filed By:

Signature of Superintendent or designee

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE
CONTRACTOR FIRST STUDENT INC
COMPUTATION SHEET FOR SUMMER 2026
BID OPENING MAY 23, 2022

ITEM #	DESCRIPTION	COST PER DAY	MATRON PER DAY	# OF STUDENTS	ESTIMATED COST
22154	AHRC Brookville 189 Wheatley Rd, Glen Head , NY 11545 WC accessible, booster seat, harness	$92.33	$204.51		
22156	Cantiague Elementary School 678 Cantiague Rock Road Jericho, NY	$453.43	$204.51		
22158	DDI Huntington 25 Little Plains Road Huntington, NY	$246.59	$204.51		
22163	Nassau BOCES Carmen Rd 1 Carman Rd, Massapequa Park, NY *WC Accessible	$246.59	$204.51		$0
22164	Nassau BOCES CRC 2351 Jerusalem Ave North Bellmore, NY	$144.91	$204.51		

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE
CONTRACTOR FIRST STUDENT INC
COMPUTATION SHEET FOR SUMMER 2026
BID OPENING MAY 23, 2022

22165	Nassau BOCES Jerusalem Ave 2351 Jerusalem Ave, North Bellmore, NY	$144.91	$204.51
22166	Nassau BOCES Rosemary Kennedy 2351 Jerusalem Ave, North Bellmore, NY	$95.83	$204.51
22167	Nassau BOCES Seamans Neck 2351 Jerusalem Ave North Bellmore, NY	$179.97	$204.51
22172	Shelter Rock Academy 99 Shelter Rock Rd, New Hyde Park, NY	$438.25	$204.51
22173	The Genesis School 11 School 600 Newbridge Rd, East Meadow, NY *1:1 Matron	$220.88	$204.51
22174	United Cerebral Palsy 380 Washington Ave, Roosevelt, NY *WC Accessible, Registered Nurse	$479.15	$204.51

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE
CONTRACTOR FIRST STUDENT INC
COMPUTATION SHEET FOR SUMMER 2026
BID OPENING MAY 23, 2022

	Late Bus as needed	$151.93		
	Monitor as needed	$208.02		
	A/C as needed	No Charge		
			Total	$1

THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
Office of School Governance, Policy and Religious & Independent Schools
Room 1075, Education Building Annex
Tel: (518) 474-6541
Email: transportation@nysed.gov

Transportation Contract Extension (TCE) / Contract Extension Summer (CES) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract Extension: ☐ **Contract Extension Summer:** ☑

Contract Extension #: E751894

Contract Type: SUMMER SPECIAL EDUCATION

DESCRIPTION	TYPE

Contract Identity ABILITIES

Original Contract Agreement Date: 5-27-2021

Contract Extension Agreement Date: 3-12-2026

Contract Begin Date: 7-1-2026

Contract End Date: 8-31-2026

Specifications:

District will supply contractor with fuel	YES ☐	NO ☑
Provision for attendants and/or monitors	YES ☑	NO ☐
Clause for increasing or decreasing service	YES ☑	NO ☐
Cost Justification Form- for CPI Pass Through Expenses	YES ☐	NO ☐

TOTAL ANTICIPATED COST: 45136

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

	LISA HERBERT, 1600 WASHINGTON AVE, SEAFORD, 1
Signature of Trustee or President of the Board of Education	Party of the First Part
	PAUL SGRO, 295 DUFFY AVE, HICKSVILLE, NY 11801
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date:

Filed By:

Signature of Superintendent or designee

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE
CONTRACTOR FIRST STUDENT
COMPUTATION SHEET FOR SUMMER 2026
BID OPENING 5/27/2021

ITEM #	DESCRIPTION	COST	MATRON	#STUDENTS	# of Days	Estimated Cost
22007	Abilities Center Henry Viscardi Ambulatory 9:00- 3:00	$ 510.56	$209.95			
22008	Abilities Center Henry Viscardi Non- Ambulatory 8:30-3:15	$278.26	$209.95	2	30	$29,293.00
22009	Abilities Center Henry Viscardi Days vary	$547.83	$209.95			
22010	Calhoun High School Merrick, NY 7:30-1:30	$382.62	$209.94			
22012	Brookville Center for Children Glen Head 9:00-3:00	$182.61	$209.95			
22013	Carmen Road School Massapequa Park, NY Ambulatory 8:30-2:30	$273.31	$209.95			

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE
CONTRACTOR FIRST STUDENT
COMPUTATION SHEET FOR SUMMER 2026
BID OPENING 5/27/2021

22014	Carman Road School Massapequa Park, NY Non- Ambulatory 8:30-2:30	✓	$273.31		$209.95 ✓		
22015	Center for Dev. Disabilities Woodbury, NY 9:30-3:00	✓	$254.68		$209.95 ✓		
22017	DDI Huntington Huntington, NY 8:30-1:30	✓	$273.31	$	234.79 ✓		
22018	DDI Smithown Smithtown, NY 8:45-1:45	✓	$273.31		$234.79 ✓	1	30 $15,843.00
22020	Eden 11 Genesis East Meadow, NY 8:45-2:45	✓	$173.92		$209.95 ✓		
22021	Elijah School Levittown, NY 8:45-2:45	✓	$254.68		$234.80 ✓		
22024	Harmony Heights East Norwich, NY 8:45-3:15	✓	$273.31		$234.79 ✓		

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE
CONTRACTOR FIRST STUDENT
COMPUTATION SHEET FOR SUMMER 2026
BID OPENING 5/27/2021

22025	James E Allen MS/HS Dix Hills, NY 8:20-2:20	$281.99	$234.79
22028	Jerusalem Ave @ Stokes Levittown, NY 8:30-11:00	$386.34	$234.79
22029	Jerusalem Ave @ Stokes Levittown, NY 12:00-2:30	$386.34	$234.79
22030	Little Village Seaford, NY 8:30-2:00	$182.61	$209.14
22032	Martin Ave School N Bellmore, NY 9:00-2:45	$386.34	$209.95
22035	Plainedge Middle School Bethpage, NY 8:30-2:00	$136.65	$209.95
22036	R. Williams School Jericho, NY 8:30-2:30	$324.22	$209.95
22037	Rosemary Kennedy Wantagh, NY 8:30-2:30	$149.06	$209.95

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE
CONTRACTOR FIRST STUDENT
COMPUTATION SHEET FOR SUMMER 2026
BID OPENING 5/27/2021

22043	Seaford Manor School Seaford, NY 8:30-11:30	$260.87	$209.95		
22045	United Cerebral Palsy Roosevelt, NY 8:30-2:30	$260.87	$209.95		
22046	Variety School Levittown, NY 9:00-3:00	$182.61	$209.95		
22048	Woodward Children's Center Freeport, NY 8:35- 3:15	$417.40	$234.79		
Addendum					
	Rockville Center MS Rockville Center, NY 8:30-12:30 Mon-Thurs	$417.40	$234.79		
				Total	$45,136.00

THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
Office of School Governance, Policy and Religious & Independent Schools
Room 1075, Education Building Annex
Tel: (518) 474-6541
Email: transportation@nysed.gov

Transportation Contract (TC) and Transportation Contract Summer (TCS) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract: ☐ **Transportation Contract Summer:** ☑

Contract Type:	SUMMER SPECIAL EDUCATION	
	DESCRIPTION	**TYPE**
Contract Identity:	SAGAMORE DAY TREATMENT	
Agreement Date:	5-21-2026	
Contract Begin Date:	7-1-2026	
Contract End Date:	8-31-2026	

Specifications:

District will supply contractor with fuel	YES ☐	NO ☑
Provision for attendants and/or monitors	YES ☑	NO ☐
Clause for increasing or decreasing service	YES ☑	NO ☐

TOTAL ANTICIPATED AMOUNT: 1

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

	LISA HERBERT, 1600 WASHINGTON AVE, SEAF
Signature or Trustee of President of the Board of Education	Party of the First Part
	BRYONY CHAMBERLAIN, 75 COMMERCIAL ST,
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date: _____

Filed By: _____

Signature of Superintendent or designee

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE

SUMMER 2026

BID OPENING 5-21-2026

CONTRACTOR WE TRANSPORT

ITEM #		COST P/D	MATRON P/D	# OF STUDENTS	ESTIMATED COST
22355	SAGAMORE DAY TREATMENT 197 HALF HOLLOW ROAD DIX HILLS, NY 11746 *4 DAYS* 8:45- 12:45	$400.00	$ 250.00		$1
22356	SAGAMORE DAY TREATMENT 197 HALF HOLLOW RD DIX HILLS, NY 11746 *13* DAYS 8:45-3:45	$400.00	$250.00		
22357	SAGAMORE DAY TREATMENT 197 HALF HOLLOW RD DIX HILLS, NY 11746 *1 WEEK* 8:45-2:45	$400.00	$250.00		
	LATE BUS AS NEEDED		$295.00		
	MONITOR AS NEEDED		$250.00		
	AIR CONDITIONING		$25.00		
	TOTAL				$1

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Email: transportation@nysed.gov

Transportation Contract Extension (TCE) / Contract Extension Summer (CES) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract Extension: ☐ **Contract Extension Summer:** ☑

Contract Extension #: E006466

Contract Type: SUMMER SPECIAL EDUCATION

DESCRIPTION	TYPE

Contract Identity BROOKHAVEN LEARNING CENTER

Original Contract Agreement Date: 5-20-2025

Contract Extension Agreement Date: 3-23-2026

Contract Begin Date: 7-1-2026

Contract End Date: 8-31-2026

Specifications:

District will supply contractor with fuel	YES ☐	NO ☑
Provision for attendants and/or monitors	YES ☑	NO ☐
Clause for increasing or decreasing service	YES ☑	NO ☐
Cost Justification Form- for CPI Pass Through Expenses	YES ☐	NO ☐

TOTAL ANTICIPATED COST: 1

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

	LISA HERBERT, 1600 WASHINGTON AVE, SEAFORD, 1
Signature of Trustee or President of the Board of Education	Party of the First Part
	BRYONY CHAMBERLAIN, 75 COMMERCIAL ST, PLAINV
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date:

Filed By:

Signature of Superintendent or designee

SOUTHEAST NASSAU TRANSPORTATIO CO-OPERATIVE

SUMMER 2026 TRANSPORTATION

CONTRACTOR WE TRANSPORT

BID OPENING MAY 20, 2025

ITEM #	DESCRIPTION	COST P/D	MATRON P/D	# OF STUDENTS	ESTIMATED COST
22335	BROOKHAVEN LEARNING CENTER 351 MARTHA AVENUE BELLPORT, NY 11713	$ 525.50	$ 210.20		$ 1
	TOTAL				$ 1

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Transportation Contract Extension (TCE) / Contract Extension Summer (CES) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract Extension: ☐ **Contract Extension Summer:** ☑

Contract Extension #: E003929

Contract Type: SUMMER SPECIAL EDUCATION

DESCRIPTION	TYPE
SUMMER SPECIAL EDUCATION	

Contract Identity SCHOOL FOR LANGUAGE

Original Contract Agreement Date: 5-23-2024

Contract Extension Agreement Date: 3-23-2026

Contract Begin Date: 7-1-2026

Contract End Date: 8-31-2026

Specifications:

District will supply contractor with fuel	YES ☐	NO ☑
Provision for attendants and/or monitors	YES ☑	NO ☐
Clause for increasing or decreasing service	YES ☑	NO ☐
Cost Justification Form- for CPI Pass Through Expenses	YES ☐	NO ☐

TOTAL ANTICIPATED COST: 1

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

	LISA HERBERT, 1600 WASHINGTON AVE, SEAFORD, 1
Signature of Trustee or President of the Board of Education	Party of the First Part
	BRYONY CHAMBERLAIN, 75 COMMERCIAL ST, PLAINV
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date:

Filed By:

Signature of Superintendent or designee

SEAFORD UFSD

SUMMER COMPUTATION SHEET 2026

CONTRACTOR WE TRANSPORT

BID DATE 5/23/2024

ITEM #	DESCRIPTION	COST PER DAY	MATRON PER DAY	# OF STUDENTS	ESTIMATED COST
22310	SCHOOL FOR LANGUAGE 70-24 47TH AVE WOODSIDE, NY	$ 624.87	$ 271.68		$1
22311	MARTIN DE PORRES HS 50 ROSE AVE VALLEY STREAM, NY 11580	$ 543.37	$ 244.52		
	LATE BUS AS NEEDED	$ 380.36			
	MONITOR AS NEEDED	$ 298.85			
	A/C AS NEEDED	$ 27.17			
				TOTAL	$1

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Email: transportation@nysed.gov

Transportation Contract Extension (TCE) / Contract Extension Summer (CES) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract Extension: ☐ **Contract Extension Summer:** ☑

Contract Extension #: E003524

	DESCRIPTION	TYPE
Contract Type:	SUMMER SPECIAL EDUCATION	
Contract Identity	MERRICK AVE MIDDLE SCHOOL	

Original Contract Agreement Date: 5-18-2023

Contract Extension Agreement Date: 3-23-2026

Contract Begin Date: 7-1-2026

Contract End Date: 8-31-2026

Specifications:		
District will supply contractor with fuel	YES ☐	NO ☑
Provision for attendants and/or monitors	YES ☑	NO ☐
Clause for increasing or decreasing service	YES ☑	NO ☐
Cost Justification Form- for CPI Pass Through Expenses	YES ☐	NO ☐
TOTAL ANTICIPATED COST:	4065	

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

	LISA HERBERT, 1600 WASHINGTON AVE, SEAFORD, 1
Signature of Trustee or President of the Board of Education	Party of the First Part
	BRYONY CHAMBERLAIN, 75 COMMERCIAL ST, PLAINV
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date:

Filed By:

Signature of Superintendent or designee

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE
CONTRACTOR WE TRANSPORT INC
SUMMER COMPUTATION SHEET 2026
BID OPENING MAY 18, 2023

ITEM #	DESCRIPTION	COST PER DAY	MATRON PER DAY	# OF STUDENTS	ESTIMATED TOTAL COST
22176	Merrick Ave. Middle School 1870 Merrick Ave, Merrick, NY 11566	$ 135.49	$ 169.37	1	$ 4,064.70
22177	Saw Mill Rd School 2801 Saw Mill Rd, N. Bellmore, NY 11710	$ 135.49	$ 169.37		
22180	Winston Preparatory School 30 Defrost Rd, Dix Hills, NY 11746	$ 446.00	$ 225.83		
	Late Bus as Needed	$ 333.09			
	Monitor as Needed	$ 225.83			
				Total	$ 4,064.70

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Transportation Contract Extension (TCE) / Contract Extension Summer (CES) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract Extension: ☐ **Contract Extension Summer:** ☑

Contract Extension #: E752862

Contract Type: SUMMER SPECIAL EDUCATION

DESCRIPTION	TYPE
SUMMER SPECIAL EDUCATION	

Contract Identity ANDERSON CENTER FOR AUTISM

Original Contract Agreement Date: 5-23-2022

Contract Extension Agreement Date: 3-23-2026

Contract Begin Date: 7-1-2026

Contract End Date: 8-31-2026

Specifications:

District will supply contractor with fuel	YES ☐	NO ☑
Provision for attendants and/or monitors	YES ☑	NO ☐
Clause for increasing or decreasing service	YES ☑	NO ☐
Cost Justification Form- for CPI Pass Through Expenses	YES ☐	NO ☐

TOTAL ANTICIPATED COST: 1

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

	LISA HERBERT, 1600 WASHINGTON AVE, SEAFORD, 1
Signature of Trustee or President of the Board of Education	Party of the First Part
	BRYONY CHAMBERLAIN, 75 COMMERCIAL ST, PLAINV
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract extension has been approved by the Superintendent of Schools in accordance with the provisions of Education Law, section 3625.

Approval Date:

Filed By:

Signature of Superintendent or designee

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE
CONTRACTOR WE TRANSPORT
COMPUTATION SHEET FOR SUMMER 2026
BID OPENING MAY 23, 2022

ITEM #	DESCRIPTION	COST PER DAY	MATRON PER DAY	# OF STUDENTS	ESTIMATED COST
22153	2 hr/20 Passenger Van	$467.44	$198.67		$0
22155	Anderson Center for Autism 4885 Route 9, Staatsburg, NY 12580 Residential drop off/pick up 8:30 in ,2:30 out *per Trip*	$1,986.68	$819.18		
22157	Center for Developmental Disabilities 72 South Woods Rd, Woodbury, NY	$344.63	$204.51		
22159	Family of Kidz 2341 New Hyde Park Rd New Hyde Park, NY	$467.44	$198.67		
22160	Hagedorn Little Village 750 Hicksville Rd, Seaford, NY	$344.76	$204.51		
22161	Mill Neck Manor 40 Frost Mill Rd, Mill Neck, NY 11765	$233.72	$204.51		

SOUTHEAST NASSAU TRANSPORTATION CO-OPERATIVE
CONTRACTOR WE TRANSPORT
COMPUTATION SHEET FOR SUMMER 2026
BID OPENING MAY 23, 2022

22162	Mount Pleasant Cottage School 1075 Broadway Pleasantville, NY 10570 8:30 in, 3:05 out Residential -2 one way trips in July- return in August	$1,402.36	$847.26	
22168	Roslyn Middle School 375 Locust lane, Roslyn Heights, NY	$163.61	$204.51	
22169	Sagamore Children Psychiatric Center 197 Half Hollow Rd, Dix Hills, NY	$578.48		$1
22170	School For Language The Tiegerman Middle School 27 Cedar Swamp Rd, Glen Cove, NY	$467.44	$204.51	
22171	School For Language The Tiegerman Middle School, 87-25 136th ST, Richmond Hill, NY	$467.44	$204.51	$1
			Total	$1

AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "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 EMERALD INVESTIGATION (hereinafter referred to as the "CONSULTANT"), as the party of the second part, having its principal place of business for purposes of this Agreement at P.O. Box 1054, Bellmore, New York 11710.

WITNESSETH:

WHEREAS, CONSULTANT is in the business of providing investigative services in school districts; and

WHEREAS, SCHOOL DISTRICT desires that CONSULTANT provide investigative services as set forth in this Agreement.

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 July 1, 2026 to June 30, 2027, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** All proposals that will be given consideration will be determined on the basis of and either meet or exceed, the requirements contained herein.

The service may involve one or more of the following requirements:

a. Determination of the most appropriate investigative method relative to the type of complaint or allegation.

b. Conducting an objective and thorough investigation or fact-finding.

c. Collecting and preserving all relevant evidence.

d. Drafting a comprehensive written report of all findings and determinations.

e. Actions taken in furtherance of all investigation or fact-finding.

f. Meeting with SCHOOL DISTRICT representatives to debrief the organization on the results of the investigation or fact-finding.

g. All work that is performed under this *Scope of Services* must be provided in a confidential manner. The successful firm may only communicate with designated representatives within SCHOOL DISTRICT or with designated representatives of

SCHOOL DISTRICT regarding the nature and scope of the investigation, information and evidence collected, investigative findings and investigative work products.

h. Conduct Investigation - CONSULTANT may perform one or more of the following responsibilities, as requested:

- Meet with the appropriate SCHOOL DISTRICT Administrative staff to discuss the allegations to be investigated.

- Provide an investigative plan, detailing the issues to be investigated, witnesses to be interviewed, evidence to be reviewed and/or collected, and an estimated timeline for the investigation.

- Determine the most appropriate investigative method(s) to be used, for each investigation in conjunction with SCHOOL DISTRICT.

- Ensure that electronic media is properly acquired and authenticated prior to examination and analysis of data stored on such media.

- Interview witnesses, complainants and other persons, gather documents, prepare witnesses, affidavits, and supporting documentation, and otherwise conduct all research necessary and gather all evidence sufficient to complete each assigned investigation and support any conclusions regarding violations of SCHOOL DISTRICT's policies, rules, regulations and/or State and Federal law.

- Evaluate all evidence gathered in each investigation to formulate defensible investigation conclusions regarding the alleged violations, if requested.

- Provides updates to SCHOOL DISTRICT Administrative staff and/or designees on the progress of the investigation, including any anticipated changes to the established timeline, on a weekly basis or as required by SCHOOL DISTRICT.

i. Report Finding - CONSULTANT shall:

- Prepare a written report that documents the entire investigation process, to include but not limited to:

  - The investigative methodology and procedures utilized in the investigation;

  - Individuals interviewed, evidence reviewed, the credibility of the individuals interviewed and documents reviewed;

  - The investigator's evaluation of the facts; a determination of whether relevant policies, rules, regulations and/or State or Federal laws have been violated.

- Along with the report, CONSULTANT may also be requested to provide copies of recorded interviews, surveillance recordings, if applicable, and any other applicable evidential support used to validate the written findings, and applicable recommendations.

- Upon delivery of the report, the assigned investigator may be required to conduct a debriefing session with SCHOOL DISTRICT and/or designee and/or school attorney.

j. Other Requirements - CONSULTANT shall:

- Comply with all federal, state, and local laws, statutes, ordinances, rules and regulations in conducting all investigations.

- Travel to locations primarily throughout SCHOOL DISTRICT and related residences/locations to conduct investigations.

- Participate in administrative hearings, in court or other official proceedings that result from the investigations.

- Maintain records, documents and evidence of investigation in accordance with applicable federal and state laws, rules and regulations.

k. SCHOOL DISTRICT reserves the right to monitor and or evaluate the services provided by CONSULTANT by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection and review and any other applicable means. Services must be appropriate, allowable and consistent with SCHOOL DISTRICT funding source requirements and guidelines.

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. 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 provided pursuant to this Agreement.

9. **COMPLIANCE WITH LAW:** SERVICE PROVIDER 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. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students 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. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. During the term of the within Agreement, if SERVICE PROVIDER is notified of a change in the individual's clearance status, SERVICE PROVIDER shall promptly notify SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department or whose clearance status has changed, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

10. **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.

11. **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.

12. **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.

13. **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 2.0.

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 and 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 provision.

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 provision.

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 provision, 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 provision. 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, (1) a description of the breach which includes the date of the incident and the date of discovery, (2) the types of PII affected and the number of records affected, (3) a description of CONSULTANT's investigation, and (4) 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.

14. **INDEMNIFICATION AND HOLD HARMLESS:** 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 act, omission, error, recklessness or 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.

15. **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
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage
$10,000 Medical Expense

ii. **Automobile Liability (if applicable):**
$1,000,000 combined single limit for owned, hired, borrowed, and non-owned motor vehicles.

iii. **Cyber Liability:**
$2,000,000 per occurrence/$2,000,000 aggregate for the services of CONSULTANT performed under contract for SCHOOL DISTRICT. If the policy is written on a claims-made basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three (3) years following the completion of the work.

iv. **Fidelity and Cyber Crime Insurance:**
$1,000,000 per claim with no aggregate. For dishonest acts of CONSULTANT's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include SCHOOL DISTRICT's property.

v. **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.

vi. **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.

vii. **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 and subjects it to liability for damages, indemnification and all legal remedies available to SCHOOL DISTRICT. 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 or all rights held by SCHOOL DISTRICT.

i. If CONSULTANT utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

16. 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:

Emerald Investigation
P.O. Box 1054
Bellmore, New York 11710

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Assistant Superintendent for Business and Operations

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

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

25. **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.

26. **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.

27. **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: _____

EMERALD INVESTIGATION

Date: 7/30/26 By: _____ (OWNER / PRESIDENT)
RUBENS LEAKE

Appendix A

Emerald Investigation

2026-2027 Rates

SERVICE	RATE
Residency Investigation	$65.00 per hour per investigator (Plus mileage: the mileage rate is determined yearly as per the Internal Revenue Services)
Credit/Custom Comprehensive Report (Includes: Subject's previous and current addresses as reported by the three major credit bureaus, owned properties, liens and judgments, bankruptcies, professional licenses, three degrees of relatives, and listed phone numbers and email addresses)	$50.00 per report
License Plate Checks	$15.00 per plate
NYS Vehicle Registration Search	$15.00 per search
Driver's License & Registration Search	$25.00 per abstract
Vehicle Sightings Report (Plate Reader Software) (Detailed Vehicle Sightings Report for current (last 30 days), recent (31-90 days) and/or historical (older than 90 days) Vehicle Sightings Report will display a picture of the vehicle at the time of actual sighting, as well as exact date, time, and location (latitude/longitude with a link to maps)	$50.00 per vehicle sightings report
Property Deed Record	$20.00 per property deed record
Utility Search	$150.00 per search
Reverse Phone Search	$15.00 per search

SERVICE	RATE
NYS Statewide Criminal History Record (Search results are public records relating to open/pending and convictions of criminal cases originating from County/Supreme, City, Town and Village courts of all 62 counties. Sealed records are not disclosed)	$100.00 per record
National Comprehension Report	$50.00 per report

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:	EMERALD INVESTIGATION
Description of the purpose(s) for which Provider will receive/access PII:	Residency Verification And Investigation
Type of PII that Provider will receive/access:	Check all that apply: ☒ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: July 1st 2026 Contract End Date: July 1st 2027
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: • 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:	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☒ Using a cloud or infrastructure owned and hosted by a third party. ☒ Using Contractor owned and hosted solution. ☐ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: DATA minimization (only necessary PII is stored) Secure Encrypted Servers Mult. Factor Authentication
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	
[Printed Name]	Robert Leake
[Title]	President / Owner of Emerald Investigations
Date:	7/30/26

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2026

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).

PRODUCER	CONTACT NAME: Catherine Vanelli
E R MUNRO AND COMPANY One Gateway Center, Suite 400 420 Fort Duquesne Boulevard Pittsburgh PA 15222-1460	PHONE (A/C, No, Ext): (877) 376-8676 FAX (A/C, No): (112) 281-6195 E-MAIL ADDRESS: cvanelli@ermunro.com
INSURED Emerald Investigation Inc 2667 Fisher Lane Bellmore NY 11710-4629	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Accelerant Specialty Insurance Company — 16890 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2631810951 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		S0089BO0001000-00	02/09/2026	02/09/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Errors & Omissions	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ Included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NO COVERAGE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ N/C $ N/C $ N/C $ N/C $ N/C
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $			NO COVERAGE			EACH OCCURRENCE AGGREGATE	$ N/C $ N/C $ N/C
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NO COVERAGE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ N/C $ N/C $ N/C

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

Seaford Union Free School District is included as Additional Insured as their interest may appear with respects to the operations of the Named Insured.

CERTIFICATE HOLDER

Seaford Union Free School District
1600 Washington Avenue
Seaford NY 11783

CANCELLATION

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

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NEW YORK STATE OF OPPORTUNITY. | **Division of Licensing Services**

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: 518) 474-4429
www.dos.ny.gov

Certification of Bonded Status

Emerald Investigation Inc
2667 Fisher Lane
Bellmore , NY 11710

Date: December 11, 2024

Certification of Bonded Status

This will certify that our bond number NY5436731, dated January 16, 2021,

with Emerald Investigation Inc (Licensee's Name), 2667 Fisher Lane Bellmore , NY 11710 (Business Address),

as principal, continues in full force and effect. Merchants Bonding Company (Mutual) (Surety),

P.O. Box 14498 (Street Address),

Des Moines IA 50306-3498 (City, State and Zip Code),

Dated: December 11, 2024 By James A. Holter, Attorney-in-Fact

Acknowledgement by Corporation (Surety)

STATE OF Iowa)
COUNTY OF Dallas) SS:

On this 11th day of December, 2024, before me personally came

James A. Holter, to me known, who being by me fully sworn, did depose

and say that he/she is the Attorney-in-Fact

of the Merchants Bonding Company (Mutual)

which executed the within instrument, that he/she knows the seal of said corporation, that the seal affixed to said instrument is such corporation seal; that it was so affixed by the order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

(Applicant's Signature)

(Notary Public)

Penni Miller

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

LP 2485 NY (7/17)
DOS-1579-f (Rev. 10/15)

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of December , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 11th day of December , 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

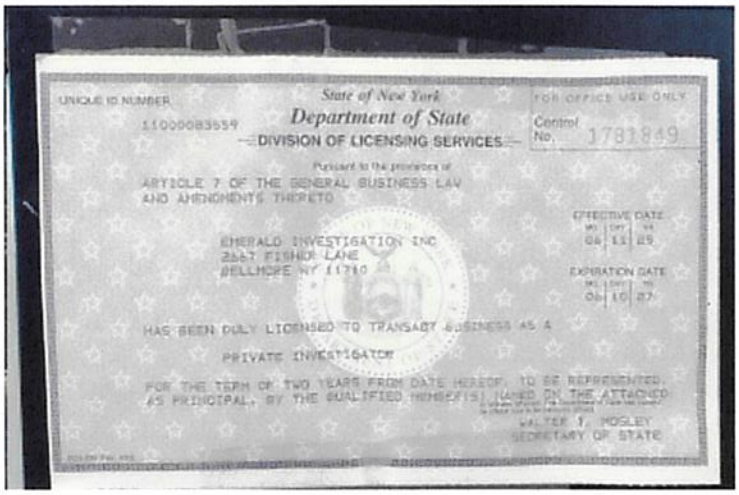
In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of December 2024

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

 For bond verification contact verify@merchantsbonding.com



UNIQUE ID NUMBER
1000083559

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 1781849

Pursuant to the provisions of
ARTICLE 7 OF THE GENERAL BUSINESS LAW
AND AMENDMENTS THERETO

EMERALD INVESTIGATION INC
2667 FISHER LANE
BELLMORE NY 11710

EFFECTIVE DATE
MO | DAY | YR
06 | 11 | 25

EXPIRATION DATE
MO | DAY | YR
06 | 10 | 27

HAS BEEN DULY LICENSED TO TRANSACT BUSINESS AS A

PRIVATE INVESTIGATOR

FOR THE TERM OF TWO YEARS FROM DATE HEREOF, TO BE REPRESENTED AS PRINCIPAL, BY THE QUALIFIED MEMBER(S) NAMED ON THE ATTACHED

WALTER T. MOSLEY
SECRETARY OF STATE

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 or marketing purposes. A student's data cannot be shared with an unauthorized person.

2. Authorized parents have the right to inspect and review the contents of their child's education record from their school. Parents' have the right to see the records within forty-five (45) days and dispute any inaccuracies.

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 Office of Information & Reporting Services, New York State Education Department, 89 Washington Avenue, Room 863 EBA, 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 Adele Pecora, Superintendent of Schools, and Nicole Culella, Data Privacy Officer, 1600 Washington Avenue, Seaford, New York 11783. 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/parents-and-students-file-privacy-complaint, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Room 152 EB, 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/data-privacy-security/bill-rights-data-privacy-and-security-parents-bil-rights

Acknowledged by: _____ Emerald Investigation _____ 7/30/26
Organization Date

AFFILIATION AGREEMENT

THIS AGREEMENT made as of the 1st day of September, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "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 HOFSTRA UNIVERSITY (hereinafter referred to as the "UNIVERSITY"), as the party of the second part, having its principal place of business for purposes of this Agreement at 128 Hofstra University, Hempstead, New York 11549.

WITNESSETH:

WHEREAS, UNIVERSITY provides courses of study for those students preparing to become NYS Certified Athletic Trainers (hereafter referred to as "NYS Certified Athletic Trainers"); and

WHEREAS, fieldwork experience and/or practicum are required and are an integral component of the NYS Certified Athletic Trainer Program; and

WHEREAS, SCHOOL DISTRICT is willing to accept said students from UNIVERSITY for such purposes and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually understood and agreed upon by and between the parties hereto as follows:

1. The term of this Agreement is for the period of September 1, 2026 through June 30, 2027, unless terminated earlier as set forth herein. This Agreement may be renewed for additional one-year periods upon mutual written consent of the Parties.

2. UNIVERSITY will assign and SCHOOL DISTRICT will accept a mutually agreed upon number of UNIVERSITY students per academic semester, to be placed under the direct supervision of the Executive Director for Student Support Services employed by SCHOOL DISTRICT.

3. At the onset of the semester, the Athletic Training Program Coordinator from UNIVERSITY will convene a meeting comprised of:

   a. UNIVERSITY's athletic training student(s);
   b. UNIVERSITY's Supervisor(s); and
   c. SCHOOL DISTRICT's Athletic Trainer(s).

At the time, the roles and responsibilities of all parties involved will be collaboratively defined.

4. All Athletic Training students must always be in the presence of and under the direct supervision of the Athletic trainer(s). Failure to provide this mentoring may jeopardize competencies delineated by the Commission on Accreditation of Athletic Training Education (CAATE).

5. SCHOOL DISTRICT's athletic trainer(s) will participate in the evaluation of UNIVERSITY's Athletic Training student(s).

6. In accordance with the requirements of UNIVERSITY's accrediting organization, the *Association for Advancing Quality in Educator Preparation (AAQEP)*, the parties agree to construct a mutually beneficial partnership for clinical preparation and shared responsibility for the continuous improvement of candidate preparation. The parties agree to regularly discuss collaboration in establishing mutually agreeable expectations for candidate entry, preparation and exit; ensuring that theory and practice are linked; maintaining coherence across clinical and academic components of preparation; and the sharing of accountability for candidate outcomes. The parties also agree to regularly discuss selection criteria for high quality cooperating teachers and supervisors as well as collaborating on their preparation to serve in the role and supporting them during their service. These activities promote the retention of high quality cooperating teachers and university supervisors for the purpose of providing the best possible training of pre-service aspiring teachers.

7. UNIVERSITY may send students in designated numbers and at such times as shall be agreed upon by the parties, to SCHOOL DISTRICT for placement. The specific period spent at SCHOOL DISTRICT will be consistent with the curriculum obligations for observation and field work experience of students, as set out in the course description and objectives of the Program and the ability of each SCHOOL DISTRICT school to accommodate them.

8. SCHOOL DISTRICT shall make its personnel, premises and facilities available to UNIVERSITY students in the Program and shall communicate with UNIVERSITY staff about the student's progress, in order to implement the Program at SCHOOL DISTRICT, to the extent necessary and feasible in SCHOOL DISTRICT's sole discretion.

9. Subject to SCHOOL DISTRICT's control of its own educational program, UNIVERSITY shall be responsible for the planning and administration of the Programs including the curriculum content, faculty appointments, student enrollment, accrediting, tuition, matriculation, grading, graduation and tuition certificate vouchering. UNIVERSITY shall keep all records and reports on students' Program experience at SCHOOL DISTRICT. In the event SCHOOL DISTRICT requires access to such records to demonstrate compliance with any applicable law and/or regulation, UNIVERSITY shall cooperate with SCHOOL DISTRICT to provide access to such records.

10. UNIVERSITY shall designate a Program Director who shall be responsible for coordination of the Programs. Such Program Director will select candidates for observation and field work experience and shall forward the names of the students to SCHOOL DISTRICT prior to the start of each semester, or as determined by SCHOOL DISTRICT. Approval and placement of all candidates is subject to the discretion of SCHOOL DISTRICT. Prior to placement by the Program Director, SCHOOL DISTRICT shall receive a letter from the student participant, required documents and program guidelines from UNIVERSITY, the student participant's resume and such other documents SCHOOL DISTRICT deems necessary for placement.

11. All UNIVERSITY student Program participants shall observe and participate in the Program under the direct supervision of SCHOOL DISTRICT.

12. The number of students to be assigned to the Programs, including their schedules and dates of assignment at SCHOOL DISTRICT, shall be mutually arranged and agreed to in advance of their placement at SCHOOL DISTRICT. In the event that SCHOOL DISTRICT deems it necessary to cancel a reserved space due to circumstances beyond its reasonable control, to the extent possible, it agrees to notify UNIVERSITY at least one month in advance of the commencement date of the student assignment or as soon thereafter as possible. If in SCHOOL DISTRICT's discretion no student is accepted for assignment at SCHOOL DISTRICT, the Program herein shall not be activated for that particular term. Notwithstanding the foregoing, SCHOOL DISTRICT shall have sole discretion to determine whether any students shall be admitted to SCHOOL DISTRICT for the Program. SCHOOL DISTRICT may terminate any student's fieldwork, at any time for good cause, as determined by SCHOOL DISTRICT in its sole discretion.

13. SCHOOL DISTRICT shall make available appropriate observation and mentoring experiences. The availed experiences provided shall be in accordance with all applicable Federal, State and local laws, rules, regulations and ordinances and shall not infringe on any SCHOOL DISTRICT student or staff rights. All student observation and mentoring experience shall be done under the supervision of a designated SCHOOL DISTRICT representative.

14. In case of an emergency during the observation and mentoring experiences, SCHOOL DISTRICT will seek emergency care for UNIVERSITY students and faculty via calling 911. With the exception of emergency treatment or care, UNIVERSITY students and faculty will provide for their own medical care needs.

15. The students shall not be deemed employees of SCHOOL DISTRICT and SCHOOL DISTRICT shall pay no stipend or other consideration to students or faculty, nor shall UNIVERSITY or its students pay any consideration to SCHOOL DISTRICT or its employees with respect to this Agreement. UNIVERSITY, its employees and students shall not share or accept any fee or gratuity from any SCHOOL DISTRICT students or students' family for services provided pursuant to this Agreement.

16. Transportation of students to and from SCHOOL DISTRICT shall be the sole responsibility of the students.

17. The relationship of the parties hereto is that of independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, association or similar relationship between the parties hereto or constitute either party as agent for the other for any purpose whatsoever. Neither party shall have the authority to bind the other, or to contract in the name of or create a liability against the other as against any third-party in any way or for any purpose. Neither party shall be entitled to any benefits from the other party other than those conferred under this Agreement.

18. UNIVERSITY shall advise students of their responsibility to conduct themselves in accordance with SCHOOL DISTRICT's rules and regulations. UNIVERSITY will provide each student with a copy of all such rules and regulations that are provided to the University by SCHOOL DISTRICT in writing, and the students will be responsible for this information. SCHOOL DISTRICT reserves the right to dismiss at any time any student who is unacceptable to SCHOOL DISTRICT for reasons of health, unacceptable practices or performance, or whose

condition or conduct jeopardizes the well-being of the students or employees of SCHOOL DISTRICT. Unless unusual or extenuating circumstances occur, such dismissal shall not occur without prior consultation with UNIVERSITY. It is understood and agreed that while on school grounds, UNIVERSITY students shall obey all of SCHOOL DISTRICT's rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees. UNIVERSITY shall furnish each of its employees and students with a photo identification badge to be worn at all times while they are on-site at SCHOOL DISTRICT.

19. UNIVERSITY students must be knowledgeable of the fact that all information obtained during their observation and field work experience at SCHOOL DISTRICT must be kept confidential in accordance with all applicable Federal and State laws and regulations including but not limited to, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and New York Education Law § 2-d, and must not be removed from SCHOOL DISTRICT without the approval of SCHOOL DISTRICT. UNIVERSITY, its employees, agents and students agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. UNIVERSITY, its employees, agents and students 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. Such information shall not be released except as required by governmental regulations. UNIVERSITY shall advise all students in the Programs to respect the confidential nature of all information which may come to them with regard to students receiving treatment and/or therapy and SCHOOL DISTRICT's records in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws, rules and regulations. 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, where applicable. UNIVERSITY further agrees that any information received by it, its employees, agents and students during or in furtherance of this Agreement which concerns the personal, financial or other affairs of SCHOOL DISTRICT, its employees, agents and students will be treated by UNIVERSITY, its employees, agents and students in full confidence and will not be revealed to any other persons, firms or organizations. In the event of a breach of this provision, the breaching party shall immediately notify the other party of the breach and advise as to what steps have been taken to minimize the impact of the breach. To the extent SCHOOL DISTRICT has access to any education records of UNIVERSITY students, SCHOOL DISTRICT agrees that it shall keep such records confidential, shall not use them for any purpose other than fulfilling its responsibilities under this Agreement, and shall not disclose them to any third party without the written consent of the student.

20. Both parties agree that any education records disclosed in accordance with this Agreement will be maintained in accordance with State and Federal law.

21. UNIVERSITY faculty engaged in carrying out the provisions of this Agreement at SCHOOL DISTRICT shall be advised by SCHOOL DISTRICT of its rules and regulations with which they are expected to comply. UNIVERSITY shall provide each UNIVERSITY faculty member under this Agreement a copy of such rules and regulations, where the SCHOOL DISTRICT has provided a written copy to UNIVERSITY. At the request of SCHOOL DISTRICT, UNIVERSITY shall immediately suspend from SCHOOL DISTRICT any faculty member who

fails to obey such rules. It is understood and agreed that while on SCHOOL DISTRICT grounds, UNIVERSITY employees shall obey all of SCHOOL DISTRICT's rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

22. Either party may terminate this Agreement upon fifteen (15) days' written notice to the other party. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by UNIVERSITY, upon three (3) days' written notice from SCHOOL DISTRICT to UNIVERSITY. Students enrolled in or scheduled for the observation and field work experience at SCHOOL DISTRICT will have the opportunity to complete their educational experience at SCHOOL DISTRICT subject to the written approval of SCHOOL DISTRICT permitting continuation and/or completion of the observation and mentoring work. Nothing in this paragraph shall prohibit the SCHOOL DISTRICT from terminating the Agreement on less than three (3) days' written notice when the breach by UNIVERSITY implicates the health, safety, and welfare of the SCHOOL DISTRICT's students and/or staff.

23. Neither SCHOOL DISTRICT nor UNIVERSITY 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.

24. The parties hereto recognize that in the performance of this Agreement the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will best promote the interests of both and render the highest services to the public.

25. Each party agrees to cooperate with each other in connection with any internal investigations by SCHOOL DISTRICT or UNIVERSITY of possible violation of their respective policies and procedures and any third party litigation.

26. To the fullest extent permitted by law, UNIVERSITY shall indemnify and hold harmless SCHOOL DISTRICT, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligence of University, its officers, employees, or students, except to the extent caused by the negligence or willful acts of SCHOOL DISTRICT, its officers, or employees.. This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. UNIVERSITY, to the fullest extent authorized by New York State law and decision thereunder, shall be responsible for any claims, costs, damage or injuries to persons or property of whatsoever kind or nature arising out of the negligence of UNIVERSITY, its officers, employees or students in connection with activities performed under this Agreement, except to the extent caused by the negligence or willful acts of SCHOOL DISTRICT, its officers, or employees.

27. All notices to parties hereunder must be in writing, signed by the party giving it and shall be served either personally or by certified mail, return receipt requested, and addressed as follows:

Stacey O'Donnell
Assistant Vice President for Financial Affairs
128 Hofstra University
Hempstead, New York 11549

With a copy to:
Office of General Counsel
101 Hofstra University
Hempstead, New York 11549

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Superintendent of Schools

Or to such addressee as may be hereafter designated by notice.

All notices become effective only when received by addressee.

28. Both parties understand and agree that they will comply and are responsible for complying with all applicable Federal, State, and local laws, rules, ordinances and regulations in the performance of their duties under this Agreement. UNIVERSITY shall adhere to all requirements and protocols as established by SCHOOL DISTRICT, the State Education Department and applicable law: to wit, but not limited to, fingerprinting requirements. UNIVERSITY further agrees and understands that all students and employees placed in SCHOOL DISTRICT 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 the SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual student or employee. UNIVERSITY shall be responsible for providing SCHOOL DISTRICT with the applicable clearance forms. Should UNIVERSITY fail to provide the necessary documentation, SCHOOL DISTRICT shall have the right to immediately terminate this Agreement.

29. To the extent the SCHOOL DISTRICT generates or maintains education records related to students, the SCHOOL DISTRICT agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to UNIVERSITY and shall not share the educational record of a student with any third party without the written consent of the student. For the purposes of this Agreement, pursuant to FERPA, UNIVERSITY hereby designates SCHOOL DISTRICT as a school official with a legitimate educational interest in the education records of the student(s) to the extent that access to the student education records is required by SCHOOL DISTRICT to carry out its responsibilities under this Agreement.

30. SCHOOL DISTRICT agrees to the following in the event that there is a disruption of face to face instruction:

a. SCHOOL DISTRICT's employees who have a Hofstra student assigned to them will continue to work with the UNIVERSITY student, to the extent practicable.

b. During the period of disruption of face to face instruction, the UNIVERSITY student will be assigned a school district email address or some other form of electronic access so that they are able to participate in the district's virtual learning.

c. A SCHOOL DISTRICT administrator will be designated to work directly with UNIVERSITY's Office of Field Placement to handle any problems that may develop.

31. UNIVERSITY shall obtain whatever releases or other legal documents that are necessary for the performance of this Agreement by the University. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on UNIVERSITY.

32. UNIVERSITY shall not assign, transfer or convey any of its respective rights or obligations under this Agreement.

33. Each party represents and warrants: 1) that the party has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the 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 the party has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

34. Neither party to this Agreement shall use the name of the other party in any promotional or advertising material without first obtaining written approval from the party whose name is to be used.

35. Notwithstanding the provisions of this Agreement, nothing herein shall require UNIVERSITY to provide and place students to SCHOOL DISTRICT, or for SCHOOL DISTRICT to accept students, in any specific year, nor limit the right of SCHOOL DISTRICT to accept students from other academic institutions.

36. 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 convenience to the conduct of and proceeding in any such court.

37. 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.

38. This Agreement constitutes the full and complete Agreement between the parties, 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.

39. 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.

40. This Agreement may be amended only in writing and signed by the parties.

41. 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.

42. 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, each party hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

SEAFORD UNION FREE SCHOOL DISTRICT

Dated: _____ By: _____

HOFSTRA UNIVERSITY

Dated: 8/12/2026 By: _____

Stacey O'Donnell
Assistant Vice President for Financial Affairs

AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "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 the TIEGERMAN SCHOOL (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 100 Glen Cove Avenue, Glen Cove, New York 11542.

WITNESSETH:

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

WHEREAS, SERVICE PROVIDER is in the business of providing services; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide related services to designated students pursuant to the Individualized Education Program(s) ("IEP") developed for the student(s) by the CSE; and

WHEREAS, SERVICE PROVIDER warrants that it has reviewed the individualized education program ("IEP") and/or the 504 accommodation plan of each student serviced by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such students with handicapping conditions; and

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide 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 July 1, 2026 to June 30, 2027, unless terminated earlier, as set forth herein.

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

   a. **Occupational Therapy**

   b. **Speech Therapy**

   c. **Physical Therapy**

   d. **Audiological Services**

e. ABA Services as follows:

i. **Consultation Services** based on student IEPs. Consultations shall include, but not be limited to, the following areas:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Curriculum Modification;
5. Material Modification;
6. Evaluations;
7. Staff Development; and
8. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the model for these services to classroom staff and to initiate the model's implementation, making adjustments where necessary. SERVICE PROVIDER shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

ii. **Home Program Services** as determined by CSE. Such services shall include, but not be limited to, the areas of:

1. Discrete Trial Teaching;
2. Independent Living Skills;
3. Implementation of Behavior Plans;
4. Incidental Teaching Situations;
5. Verbal Behavior Techniques;
6. Generalization Programming; and
7. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide complete and accurate program data as required by the program and to implement the program as modified by the Supervisor. SERVICE PROVIDER's role shall not include the modification of programs. In addition, all home services require the presence of a parent or guardian at the time of service implementation. Such services shall not be provided without the presence of such individuals.

iii. **Supervision of Home Staff** provided by a certified special education teacher specializing in ABA as designated by the CSE. Supervisory visits shall include, but not be limited to:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Activities of Daily Living Protocols;
5. Discrete Trial teaching program creation and modification;
6. Curriculum Modification;
7. Material Modification;

8. Evaluations;
9. Teaching parents how to implement programs; and
10. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the models for these services to the home program families and staff, initiate the model's implementation, and make adjustments where necessary. SERVICE PROVIDER's shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

iv. **Parent Training Services** for families provided by a certified special education teacher or certified social worker specializing in Autism Spectrum Disorders when requested by CSE. These parental training services, include, but shall not be limited to:

1. Activities of Daily Living Protocols;
2. Social Skill Protocols;
3. Generalization Skills; and
4. Behavior Protocols.

f. SERVICE PROVIDER shall provide the services above during the school year for those students covered by the terms of this Agreement. The services provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the students, and in accordance with the Commissioner's Regulations, currently approved methods and practices of the profession. In addition, SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:

i. The completion of progress reports regarding student achievement of objectives as per report card schedules;

ii. Provide the Committee on Special Education ("CSE") with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;

iii. Complete evaluations as per the request of the Director of Special Education on an as needed basis.

g. SCHOOL DISTRICT reserves the right to monitor and or evaluate the services provided by SERVICE PROVIDER by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection and review and any other applicable means. Services must be appropriate, allowable and consistent with SCHOOL DISTRICT funding source requirements and guidelines.

h. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with classroom teachers of such students and/or at the direction of the CSE.

i. All services shall be provided in strict compliance with the student's IEP.

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

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, 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 SERVICE PROVIDER 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 and independent contractors of SERVICE PROVIDER shall be deemed employees and 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.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER 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 SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. INCOME TAX DESIGNATION AND INDEMNIFICATION: SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER 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. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER 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. RESPONSIBILITY FOR PAYMENT OF SERVICES:

a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any student covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.

b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.

9. 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.

10. LICENSE AND AUTHORIZATION: SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER 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. SERVICE PROVIDER 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.

11. COMPLIANCE WITH LAW: SERVICE PROVIDER 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. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students 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. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. During the term of the within Agreement, if SERVICE PROVIDER is notified of a change in the individual's clearance status, SERVICE PROVIDER shall promptly notify SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department or whose clearance status has changed, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. REPORTS OF STUDENTS: SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the student(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.

13. REPORTS TO SCHOOL DISTRICT: SERVICE PROVIDER hereby agrees to furnish written reports of each student's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the student(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. 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 the Agreement. SERVICE PROVIDER shall provide such additional information concerning the student's progress as may be required by SCHOOL DISTRICT.

14. COMMISSIONER VISITS: SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

15. AUTHORIZATION OF SCHOOL DISTRICT: SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

16. SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, SERVICE PROVIDER, 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.

17. PHOTO I.D.: SERVICE PROVIDER 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.

18. ATTENDANCE RECORDS: SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a student has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

19. STUDENT PRESCRIPTIONS: Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.

20. TERMINATION:

a. This Agreement may be terminated by either party upon seven (7) days' written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

21. NON-EXCLUSION FROM PROGRAM PARTICIPATION: SERVICE PROVIDER 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 SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER 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 SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER 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, SERVICE PROVIDER 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.

22. CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS:

a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, 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. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, 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 SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

b. SERVICE PROVIDER 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"). SERVICE PROVIDER 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 2.0.

c. SERVICE PROVIDER has no property or licensing rights or claims of ownership to PII, and SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

e. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law § 2-d, SERVICE PROVIDER 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 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;

   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, SERVICE PROVIDER shall provide SCHOOL DISTRICT with copies of its policies and related procedures that pertain to the protection of PII and may be made available in a form that does not violate SERVICE PROVIDER's own information security policies, confidentiality obligations, and

applicable laws. In addition, SERVICE PROVIDER 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 SERVICE PROVIDER, and alignment with the NIST Cybersecurity Framework performed by an independent third party at SERVICE PROVIDER's expense, and provide the audit report to SCHOOL DISTRICT. SERVICE PROVIDER may provide SCHOOL DISTRICT with a recent industry standard independent audit report on SERVICE PROVIDER's privacy and security practices as an alternative to undergoing an audit.

g. The following requirements apply if SERVICE PROVIDER will use subcontractors that have access to PII in the course of providing the services:

   i. SERVICE PROVIDER shall only disclose PII to SERVICE PROVIDER'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. SERVICE PROVIDER shall ensure that all such employees and subcontractors comply with the terms of this provision.

   ii. SERVICE PROVIDER 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 provision.

   iii. SERVICE PROVIDER 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 provision, SERVICE PROVIDER 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 provision. In the event there is an incident in which the subcontractor compromises PII, SERVICE PROVIDER shall follow the data breach reporting requirements set forth herein.

   iv. SERVICE PROVIDER shall take full responsibility for the acts and omissions of its employees and subcontractors.

   v. SERVICE PROVIDER must not disclose PII to any other party unless such disclosure is required by statute, court order, or subpoena, and SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER 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, (1) a description of the breach which includes the date of the incident and the date of discovery, (2) the types of PII affected and the number of records affected, (3) a description of SERVICE PROVIDER's investigation, and (4) the contact information for representatives who can assist SCHOOL DISTRICT. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

j. SERVICE PROVIDER 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 SERVICE PROVIDER or its authorized users, as related to such investigations, will be the sole responsibility of SERVICE PROVIDER if such breach is attributable to SERVICE PROVIDER or its subcontractors.

k. In the event that SERVICE PROVIDER 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 SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER 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, SERVICE PROVIDER agrees to return or destroy all PII when the purpose that necessitated its receipt by SERVICE PROVIDER 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 SERVICE PROVIDER in a secure data center and/or cloud-based facilities that remain in the possession of SERVICE PROVIDER or its subcontractors, SERVICE PROVIDER 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. SERVICE PROVIDER shall provide SCHOOL DISTRICT with a written certification of the secure deletion and/or destruction of PII held by SERVICE PROVIDER or its subcontractors.

iv. To the extent that SERVICE PROVIDER 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.

23. 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.

24. HIPAA COMPLIANCE:

a. **Definitions:** Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 CFR 160.103 and 45 CFR 164.501.

i. Business Associate. "Business Associate" shall mean SCHOOL DISTRICT.

ii. Covered Entity. "Covered Entity" shall mean SERVICE PROVIDER.

iii. De-identify/De-identified. "De-identify/De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual.

iv. Designated Record Set. "Designated Record Set" shall mean the enrollment, payment, claims adjudication and case or medical management record maintained by or for a health plan.

v. Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.

vi. Disclosing Party. "Disclosing Party" means the party that is disclosing information to another party pursuant to this Agreement.

vii. HHS. "HHS" shall mean the United States Department of Health and Human Services.

viii. HIPAA. "HIPAA" shall mean Title II, subtitle F ("Administrative Simplification") of the Health and Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 (Aug. 21, 1996), enacting Sections 1171-1179 of the Social Security Act, as well as implementing regulations adopted by HHS pursuant to HIPAA.

ix. Identifying Characteristic. Includes, but is not limited to, all of the following, as well as any other unique information: name, address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; medical record number; Medicaid and Medicare numbers health plan beneficiary number; account number; certificate/license number; serial number of a vehicle or other device; internet URL; internet protocol ("IP") address, biometric identifiers, including voice prints and photographic images.

x. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).

xi. Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).

xii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160(A)(E) and 45 CFR 164(A)(E).

xiii. Protected Health Information. "Protected Health Information" or "PHI" means any information which identifies or could reasonably be believed to identify an individual, which in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not de-identified with respect to any individual who is the subject of the information, limited to the information created or received by Business Associate from or on behalf Covered Entity.

xiv. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

xv. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

xvi. Treatment, Payment and Healthcare Operations. "Treatment, Payment and Healthcare Operations" shall have the same meaning as in 45 CFR 164.501.

xvii. Use. The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of information within the Contractor organization.

b. Obligations of SCHOOL DISTRICT:

i. SCHOOL DISTRICT agrees to disclose PHI to SERVICE PROVIDER upon its own volition, upon SERVICE PROVIDER's request, or upon the request of a third party if such disclosure is permissible by law, so that SERVICE

PROVIDER may provide the agreed to services to or on behalf of SCHOOL DISTRICT, unless SCHOOL DISTRICT otherwise objects to the disclosure, or SERVICE PROVIDER is no longer providing the services to SCHOOL DISTRICT.

ii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees contractors and agents do not use PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Standards for Privacy of Individually Identifiable Health Information, 45 CFR 160 and 45 CFR 164 ("Privacy Standards") if used by SERVICE PROVIDER, except that SCHOOL DISTRICT may use PHI (a) for SCHOOL DISTRICT's proper management and administrative services, or (b) to carry out the legal responsibilities of SCHOOL DISTRICT.

iii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees, contractors, and agents do not disclose PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Privacy Standards if disclosed by SERVICE PROVIDER, except that SCHOOL DISTRICT may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent SCHOOL DISTRICT discloses PHI to a third party, SCHOOL DISTRICT must obtain, prior to making any such disclosure: (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as Required by Law or for the purposes for which it was disclosed to such third party; and (b) an agreement for such third party to immediately notify SCHOOL DISTRICT of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

iv. SCHOOL DISTRICT agrees that it will implement the necessary safeguards required by law to prevent the use of disclosure of PHI.

v. SCHOOL DISTRICT shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by SCHOOL DISTRICT, its officers, directors, employees, contractors, or agents, or by a third party to which SCHOOL DISTRICT disclosed PHI pursuant to paragraph "4" above, (i) report any such disclosure to SERVICE PROVIDER and (ii) mitigate to the extent practicable any harmful effect that is known to SCHOOL DISTRICT or a use or disclosure of PHI by SCHOOL DISTRICT in violation of the requirements of this Agreement.

vi. In the event that SCHOOL DISTRICT shall enter into an Agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER, SCHOOL DISTRICT agrees to include in the terms and provisions of such Agreement that such Agreement or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to SCHOOL DISTRICT pursuant to this Agreement with respect to such PHI.

vii. Within ten (10) days of a request by a Practice for access to PHI about an individual contained in a Designated Record Set, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. Any denials of access to the PHI requested shall be the responsibility of SERVICE PROVIDER.

viii. Within ten (10) days of receipt of a request from SERVICE PROVIDER for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), SCHOOL DISTRICT shall provide such information to SERVICE PROVIDER for amendment and incorporate any such amendments in the PHI as required.

ix. Within ten (10) days of notice by SERVICE PROVIDER to SCHOOL DISTRICT that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such information as is in SCHOOL DISTRICT's possession that SERVICE PROVIDER is required to provide in such an accounting. At a minimum, SCHOOL DISTRICT shall provide SERVICE PROVIDER with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, disclosed; and (c) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that the request for an accounting is delivered directly to SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. It shall be SERVICE PROVIDER's responsibility to prepare and deliver any such accounting requested. SCHOOL DISTRICT hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this paragraph.

x. SCHOOL DISTRICT hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER available to the Secretary of the Department of Health and Human Services for purposes of determining SERVICE PROVIDER's and SCHOOL DISTRICT's compliance with the Privacy Standards.

c. <u>Obligations of SERVICE PROVIDER:</u>

i. SERVICE PROVIDER agrees to maintain the confidentiality of any PHI provided to it by SCHOOL DISTRICT in accordance with all applicable Federal, State, and local laws, rules and regulations in addition to the following. Nothing in this provision shall be construed as limiting or

prohibiting SERVICE PROVIDER from releasing PHI regarding the student treated to the student and/or the student's guardian.

ii. SERVICE PROVIDER represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by the SCHOOL DISTRICT.

iii. SERVICE PROVIDER represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, it will do so only in an amount that is the minimum necessary and only to the minimum number of individuals necessary to obtain the purpose of the services being rendered to or on behalf of SCHOOL DISTRICT.

iv. SERVICE PROVIDER agrees that no finding, listing, or information derived from the PHI, with or without identifiers, may be released if such finding, listing, or information contains any combination of data elements that might allow the deduction of the individual's identity without first obtaining written authorization from SCHOOL DISTRICT.

v. SERVICE PROVIDER shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from SCHOOL DISTRICT and to prevent individuals not involved in performing the services that it provides to SCHOOL DISTRICT from using or accessing the PHI.

vi. SERVICE PROVIDER may use the PHI as necessary for the proper management and administration of SERVICE PROVIDER and or permitted by law to carry out its legal responsibilities, if: (a) disclosure is required by law.

vii. SERVICE PROVIDER shall not request SCHOOL DISTRICT to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SERVICE PROVIDER.

d. **Relationship to Individuals Who Are Subject of Information:**

i. SERVICE PROVIDER agrees that SCHOOL DISTRICT and the applicable individual retain all ownership rights to the PHI and SERVICE PROVIDER does not obtain any right, title or interest to the PHI furnished by SCHOOL DISTRICT, except as SERVICE PROVIDER is required to maintain records in accordance with the laws and standards that govern its profession.

ii. SERVICE PROVIDER agrees to comply with all lawful requests of individuals, who are subjects of the PHI, to permit access to inspect and obtain a copy of

the PHI about the individual that is subject to this Agreement, as required by law, within thirty (30) days of such request.

iii. SERVICE PROVIDER agrees to make PHI available for amendment and to incorporate any amendments or corrections to an individual's PHI upon request by SCHOOL DISTRICT in accordance with applicable law.

iv. SERVICE PROVIDER agrees to make available the information required to provide an accounting of disclosures in accordance with applicable law.

e. **Request for Information:** SERVICE PROVIDER agrees that it will use all reasonable efforts to limit its request for PHI to the minimum amount necessary to achieve the purpose for which the request is being made. In addition, SERVICE PROVIDER agrees to make its internal practices, books, records and information related to the use and disclosure of information available to the Department of Health and Human Services for review, upon request of the Secretary of that Department, to the extent that such is required by law.

f. **Chain of Trust:** If any information is transmitted electronically between SERVICE PROVIDER and SCHOOL DISTRICT, the parties agree to electronically exchange information and to protect the transmitted information as required by HIPAA. The parties acknowledge that they are required to, and depend upon each other to maintain the integrity and confidentiality of the transmitted information.

25. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER 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 act, omission, error, recklessness or negligence of SERVICE PROVIDER, 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.

26. **INSURANCE:**

a. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on 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 and admitted to conduct business in New York State.

ii. state that 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 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 SERVICE PROVIDER that are covered by the liability policies.

e. At SCHOOL DISTRICT's request, 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, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. SERVICE PROVIDER 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
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$1,000,000 Sexual Misconduct and Assault
$100,000 Fire Damage
$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

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 SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to SCHOOL DISTRICT. SERVICE PROVIDER 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.

i. If SERVICE PROVIDER utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

27. 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 (2) days after mailing. Notice shall be delivered or mailed to:

Tiegerman School
100 Glen Cove Avenue
Glen Cove, New York 11542

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Executive Director for Student Support Services

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

29. DISCRIMINATION PROHIBITED: Neither SCHOOL DISTRICT nor SERVICE PROVIDER 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.

30. 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.

31. 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.

32. NO PRIOR AGREEMENTS: This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, 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.

33. 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.

34. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER 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 SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

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

36. **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.

37. **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.

38. **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: _____

TIEGERMAN SCHOOL

Date: 4/25/26 By: _____
Jeffrey Scott, Chief Financial Officer

Appendix A

Tiegerman School

Related Services

2026-2027 Rates

SERVICE	RATE
Speech Therapy	$65.00 Individual 30 minute session $50.00 Group 30 minute session
Occupational Therapy	$65.00 Individual 30 minute session $50.00 Group 30 minute session
Physical Therapy	$65.00 Individual 30 minute session $50.00 Group 30 minute session
Audiological Services	$65.00 Individual 30 minute session $50.00 Group 30 minute session
Parent Training	$65.00 Individual 30 minute session $50.00 Group 30 minute session
Counseling/Social Work	$65.00 Individual 30 minute session $50.00 Group 30 minute session
Special Education Teacher	$65.00 Individual 30 minute session $50.00 Group 30 minute session
Behavioral Training	$65.00 Individual 30 minute session $50.00 Group 30 minute session
ABA Services	$65.00 Individual 30 minute session $50.00 Group 30 minute session
Psychological Evaluation*	$475.00 per evaluation
Speech Evaluation*	$275.00 per evaluation
Social/Medical Evaluation*	$225.00 per evaluation
Educational Evaluation*	$275.00 per evaluation

SERVICE	RATE
Occupational Therapy Evaluation*	$275.00 per evaluation
Physical Therapy Evaluation*	$275.00 per evaluation
Audiological Evaluation*	$275.00 per evaluation
Psycho/Educational Evaluation*	$675.00 per evaluation

*Including written report

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 or marketing purposes. A student's data cannot be shared with an unauthorized person.

2. Parents have the right to inspect and review the contents of their child's education record from their school. Parents' have the right to see the records within forty-five (45) days and dispute any inaccuracies.

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 Office of Information & Reporting Services, New York State Education Department, 89 Washington Avenue, Room 863 EBA, 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 Adele Pecora, Superintendent of Schools, 1600 Washington Avenue, Seaford, New York 11783. 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/parents-and-students-file-privacy-complaint, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Room 152 EB, 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/data-privacy-security/bill-rights-data-privacy-and-security-parents-bill-rights

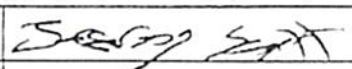
Acknowledged by: _____ TIEGERMAN SCHOOL 04/25/2026
Organization Date

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:	Tiegerman School 100 Glen Cove Ave Glen Cove, NY 11542
Description of the purpose(s) for which Provider will receive/access PII:	PII received by Tiegerman School will be received, accessed and used only to perform the School District's Services pursuant to the Service Agreement with the District.
Type of PII that Provider will receive/access:	Check all that apply: ■ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: 07/01/2026 Contract End Date: 06/30/2027
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: • 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:	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☐ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution. ☐ Other: Use of physical documents in bins (cabinets with lock and key access) Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: Personnel Security Measures (Door Access Control and Security Cameras)
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	
[Printed Name]	JEFFREY SCOTT
[Title]	CHIEF FINANCIAL OFFICER
Date:	04/25/2026

Client#: 53171 TIEGSC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bradley & Parker, Inc. C/L
320 South Service Road
Melville, NY 11747
631 981-7600

CONTACT NAME: Anthony H D'Arienzo
PHONE (A/C, No, Ext): 631 981-7600 FAX (A/C, No): 16319817681
E-MAIL ADDRESS: adarienzo@bradley-parker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Alternative Ins Co.	19720
INSURER B : American Family Home Insurance Co.	23450
INSURER C : Merchants National Insurance Company	12775
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tiegerman School
100 Glen Cove Avenue
Glen Cove, NY 11542

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7NA2CP000271400	08/01/2026	08/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Educat Legal Liab						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			7NA5CA000179400	08/01/2026	08/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7NA5FF000063405	08/01/2026	08/01/2027	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Abuse & Mol			7NA2CP000271400	08/01/2026	08/01/2027	1,000,000	
A	Professional Liab			7NA2CP000271400	08/01/2026	08/01/2027	1,000,000	
C	Excess Liability			EXL0002094	08/01/2026	08/01/2027	5,000,000	

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

The Provision of Specialized Instruction and mandated related services to enrolled students residing within the Seaford UFSD area

Certificate Holder is included as additional insured with respect to General Liability as required by written contract.
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

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AHD

DESCRIPTIONS (Continued from Page 1)

Coverage is primary and non-contributory as required by written contract.

Waiver of subrogation applies as required by written contract.
Umbrella coverage follows form over the General Liability & Professional/Educational Legal Liability.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
Tiegerman School
100 Glen Cove Avenue
Glen Cove, NY 11542

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-609-2015

1c. Federal Employer Identification Number of Insured or Social Security Number
11-2739039

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Seaford Union Free School District
1600 Washington Avenue
Seaford, NY 11783

3a. Name of Insurance Carrier
Guardian Life Insurance Co

3b. Policy Number of Entity Listed in Box 1a
999359-0000

3c. Policy Effective Period
10/01/2011 to 09/30/2027

4. Policy provides the following benefits:
- [X] A. Both disability and Paid Family Leave benefits
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed August 11, 2026 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 964-2150 Name and Title President - Daniel Saltzman

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Insured Detail

1a. Legal Name and address of Insured (Use street address only) Tiegerman School 100 Glen Cove Ave Glen Cove, NY 11542 Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** 516-609-2000 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** 112739039
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Seaford Union Free School District 1600 Washington Avenue Seaford, NY 11783	**3a.Name of Insurance Carrier** Sequoia Insurance Company **3b. Policy Number of entity listed in box "1a":** QWC1548498 **3c. Policy effective period:** 6/7/2026 to 6/7/2027 **3d. The Proprietor, Partners or Executive Officers are:** ☑ **included** (Only check box if all partners/officers included) ☐ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Matt Zender
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 8/11/2026
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-528-7878

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

AFFILIATION AGREEMENT

THIS AGREEMENT made as of the 1st day of September, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "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 SUNY OLD WESTBURY (hereinafter referred to as the "UNIVERSITY"), as the party of the second part, having its principal place of business for purposes of this Agreement at 223 Store Hill Road, Campus Center H-310, Old Westbury, New York 11568.

WITNESSETH:

WHEREAS, UNIVERSITY provides courses of study for those students preparing to become NYS Certified Teachers (hereafter referred to as "NYS Certified Teachers"); and

WHEREAS, fieldwork experience and/or practicum are required and are an integral component of the NYS Certified Teacher Program; and

WHEREAS, SCHOOL DISTRICT is willing to accept said students from UNIVERSITY for such purposes and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually understood and agreed upon by and between the parties hereto as follows:

1. The term of this Agreement is for the period of September 1, 2026 through June 30, 2027, unless terminated earlier as set forth herein. This Agreement may be renewed for additional one-year periods upon mutual written consent of the Parties.

2. UNIVERSITY may send students in designated numbers and at such times as shall be agreed upon by the parties, to SCHOOL DISTRICT for placement. The specific period spent at SCHOOL DISTRICT will be consistent with the curriculum obligations for observation and field work experience of students, as set out in the course description and objectives of the Program and the ability of each SCHOOL DISTRICT school to accommodate them.

3. SCHOOL DISTRICT shall make its personnel, premises and facilities available to UNIVERSITY's students in the Program and shall communicate with UNIVERSITY's staff about the student's progress, in order to implement the Program at SCHOOL DISTRICT, to the extent necessary and feasible in SCHOOL DISTRICT's sole discretion.

4. Subject to SCHOOL DISTRICT's control of its own educational program, UNIVERSITY shall be responsible for the planning and administration of the Programs including the curriculum content, faculty appointments, student enrollment, accrediting, tuition, matriculation, grading, and graduation. UNIVERSITY shall keep all records and reports on students' Program experience. In the event SCHOOL DISTRICT requires access to such records to demonstrate compliance with any applicable law and/or regulation, UNIVERSITY shall cooperate with SCHOOL DISTRICT to provide access to such records. In accordance with the provisions of the Family Educational Rights and Privacy Act ("FERPA"), in order for UNIVERSITY to share

information about UNIVERSITY student from the student's educational records, SCHOOL DISTRICT must agree not to disclose the information to a third party without the student's consent, and to use the information only for the purposes for which it was disclosed.

5. UNIVERSITY shall designate an individual or individuals meeting the minimum requirements in 8 NYCRR 52.21 (b)(2)(ii)(D)(I) who will serve as UNIVERSITY's designated University-based teacher educator(s) for the fieldwork experiences at SCHOOL DISTRICT. Such Program Director will select candidates for observation and field work experience and shall forward the names of the students to SCHOOL DISTRICT prior to the start of each semester, or as determined by SCHOOL DISTRICT. Approval and placement of all candidates is subject to the discretion of SCHOOL DISTRICT. Prior to placement by the Program Director, SCHOOL DISTRICT shall receive a letter from the student participant, required documents and program guidelines from UNIVERSITY, the student participant's resume and such other documents SCHOOL DISTRICT deems necessary for placement.

6. SCHOOL DISTRICT shall designate an individual or individuals meeting the minimum requirements in 8 NYCRR 52.21 (b)(2)(ii)(D)(I) who will serve as SCHOOL DISTRICT's designated School District-based teacher educator(s) for the fieldwork experiences.

7. UNIVERSITY's designated University-based teacher educator shall meet with SCHOOL DISTRICT's assigned School-based teacher educator to review each fieldwork experience plan and identify opportunities for collaboration and cooperation between the parties for incorporation into the plan(s) and resources that can be shared to support each teacher candidate's development and fieldwork experiences at SCHOOL DISTRICT.

8. To the extent practicable, UNIVERSITY's designated University-based teacher educator and SCHOOL DISTRICT's assigned School-based teacher educator shall meet with the teacher candidate(s) to review the fieldwork experience plan(s), the policies and procedures of UNIVERSITY and SCHOOL DISTRICT for the conduct of the plan(s), and other matters of common concern so that the teacher candidate is ready, to the extent practicable to enter the placement on day one.

9. At the midpoint of each fieldwork experience, the parties shall meet to discuss and/or assess the effectiveness of each plan, each teacher candidate's performance and progress pursuant to that plan as written and taking into account feedback from stakeholders, the means and timing for communication of such performance and progress to each teacher candidate, the School-based and University-based teacher educators' impact on each teacher candidate's performance pursuant to such plan, and potential recommendations for additions or revisions to the plan to achieve desired outcomes.

10. Within thirty (30) days following the conclusion of the fieldwork experience, the parties shall meet to discuss and/or assess the effectiveness of each plan, each teacher candidate's performance and ultimate progress pursuant to that plan taking into account midpoint review comments provided to the teacher candidate and feedback from stakeholders, the School-based and University-based teacher educators' impact on each teacher candidate's performance pursuant to such plan, and recommendations for additions or revisions to future versions the plan to achieve desired outcomes.

11. All of UNIVERSITY's student Program participants shall observe and participate in the Program under the direct supervision of SCHOOL DISTRICT.

12. The number of students to be assigned to the Programs, including their schedules and dates of assignment at SCHOOL DISTRICT, shall be mutually arranged and agreed to in advance of their placement at SCHOOL DISTRICT. In the event that SCHOOL DISTRICT deems it necessary to cancel a reserved space due to circumstances beyond its reasonable control, to the extent possible, it agrees to notify UNIVERSITY at least one month in advance of the commencement date of the student assignment or as soon thereafter as possible. If in SCHOOL DISTRICT's discretion no student is accepted for assignment at SCHOOL DISTRICT, the Program herein shall not be activated for that particular term. Notwithstanding the foregoing, SCHOOL DISTRICT shall have sole discretion to determine whether any students shall be admitted to SCHOOL DISTRICT for the Program. SCHOOL DISTRICT may terminate any student's fieldwork, at any time for good cause, as determined by SCHOOL DISTRICT in its sole discretion.

13. SCHOOL DISTRICT shall make available appropriate observation and mentoring experiences. The experiences provided shall be in accordance with all applicable Federal, State and local laws, rules, regulations and ordinances and shall not infringe on any SCHOOL DISTRICT student or staff rights. All student observation and mentoring experience shall be done under the supervision of a designated SCHOOL DISTRICT representative. Nothing herein shall imply the students shall provide treatment or deliver services to students.

14. In case of an emergency during the observation and mentoring experiences, SCHOOL DISTRICT will seek emergency care for UNIVERSITY's students and faculty via calling 911. With the exception of emergency treatment or care, UNIVERSITY's students and faculty will provide for their own medical care needs.

15. The students shall not be deemed employees of SCHOOL DISTRICT and SCHOOL DISTRICT shall pay no stipend or other consideration to students or faculty, nor shall UNIVERSITY or its students pay any consideration to SCHOOL DISTRICT or its employees with respect to this Agreement. UNIVERSITY, its employees and students shall not share or accept any fee or gratuity from any SCHOOL DISTRICT students or students' family for services provided pursuant to this Agreement.

16. Transportation of students to and from SCHOOL DISTRICT shall be the sole responsibility of the students.

17. The relationship of the parties hereto is that of independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, association or similar relationship between the parties hereto or constitute either party as agent for the other for any purpose whatsoever. Neither party shall have the authority to bind the other, or to contract in the name of or create a liability against the other as against any third-party in any way or for any purpose. Neither party shall be entitled to any benefits from the other party other than those conferred under this Agreement.

18. UNIVERSITY shall advise students of their responsibility to conduct themselves in accordance with SCHOOL DISTRICT's rules and regulations. UNIVERSITY will provide each

student with a copy of all such rules and regulations and the students will be responsible for this information. SCHOOL DISTRICT reserves the right to dismiss at any time any student who is unacceptable to SCHOOL DISTRICT for reasons of health, unacceptable practices or performance, or whose condition or conduct jeopardizes the well-being of the students or employees of SCHOOL DISTRICT. Unless unusual or extenuating circumstances occur, such dismissal shall not occur without prior consultation with UNIVERSITY. It is understood and agreed that while on school grounds, UNIVERSITY's students shall obey all of SCHOOL DISTRICT's rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees. UNIVERSITY shall furnish each of its employees and students with a photo identification badge to be worn at all times while they are on-site at SCHOOL DISTRICT.

19. UNIVERSITY shall require that students have such physical examinations, tests, and vaccinations as to determine that the students are not in the infectious stage of any communicable disease, and are not habituated or addicted to a depressant, stimulant, narcotic, alcohol, or other drugs or substances which may alter behavior or impair the performance of duties. UNIVERSITY shall cooperate and direct students to make such records available, upon request by SCHOOL DISTRICT, as are necessary to assure compliance with this provision.

20. UNIVERSITY's students must be knowledgeable of the fact that all information obtained during their observation and field work experience at SCHOOL DISTRICT must be kept confidential in accordance with all applicable Federal and State laws and regulations including but not limited to, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and New York Education Law Section 2-d, and must not be removed from SCHOOL DISTRICT without the approval of SCHOOL DISTRICT. UNIVERSITY, its employees, agents and students agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. UNIVERSITY, its employees, agents and students 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. Such information shall not be released except as required by governmental regulations. UNIVERSITY shall advise all students in the Program to respect the confidential nature of all information which may come to them with regard to students receiving treatment and/or therapy and SCHOOL DISTRICT's records in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws, rules and regulations. 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities. UNIVERSITY further agrees that any information received by it, its employees, agents and students during or in furtherance of this Agreement which concerns the personal, financial or other affairs of SCHOOL DISTRICT, its employees, agents and students will be treated by UNIVERSITY, its employees, agents and students in full confidence and will not be revealed to any other persons, firms or organizations. In the event of a breach of this provision, the breaching party shall immediately notify the other party of the breach and advise as to what steps have been taken to minimize the impact of the breach.

21. Both parties agree that any education records disclosed in accordance with this Agreement will be maintained in accordance with State and Federal law to UNIVERSITY's students.

22. UNIVERSITY's faculty engaged in carrying out the provisions of this Agreement at SCHOOL DISTRICT shall be advised by SCHOOL DISTRICT of its rules and regulations with which they are expected to comply. UNIVERSITY shall provide each UNIVERSITY's faculty member under this Agreement a copy of such rules and regulations. At the request of SCHOOL DISTRICT, UNIVERSITY shall immediately suspend from SCHOOL DISTRICT any faculty member who fails to obey such rules. It is understood and agreed that while on SCHOOL DISTRICT grounds, UNIVERSITY employees shall obey all of SCHOOL DISTRICT's rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

23. Either party may terminate this Agreement upon fifteen (15) days' written notice to the other party. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by UNIVERSITY, upon three (3) days' written notice from SCHOOL DISTRICT to UNIVERSITY. Students enrolled in or scheduled for the observation and field work experience at SCHOOL DISTRICT will have the opportunity to complete their educational experience at SCHOOL DISTRICT subject to the written approval of SCHOOL DISTRICT permitting continuation and/or completion of the observation and mentoring work. Nothing in this paragraph shall prohibit SCHOOL DISTRICT from terminating the Agreement on less than three (3) days' written notice when the breach by UNIVERSITY implicates the health, safety, and welfare of SCHOOL DISTRICT's students and/or staff.

24. Neither SCHOOL DISTRICT nor UNIVERSITY 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.

25. The parties hereto recognize that in the performance of this Agreement the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will best promote the interests of both and render the highest services to the public.

26. Each party agrees to cooperate with each other in connection with any internal investigations by SCHOOL DISTRICT or UNIVERSITY of possible violation of their respective policies and procedures and any third party litigation.

27. To the fullest extent permitted by law, UNIVERSITY shall indemnify and hold harmless SCHOOL DISTRICT, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the

performance of the services under this Agreement. This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. UNIVERSITY, to the fullest extent authorized by New York State law and decision thereunder, shall be responsible for any claims, costs, damage or injuries to persons or property of whatsoever kind or nature arising out of the activities carried out under this Agreement arising out of the negligence of UNIVERSITY, its officers, employees or students.

28. All notices to parties hereunder must be in writing, signed by the party giving it and shall be served either personally or by certified mail, return receipt requested, and addressed as follows:

SUNY Old Westbury
223 Store Hill Road, Campus Center H-310
Old Westbury, New York 11568

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Superintendent of Schools

Or to such addressee as may be hereafter designated by notice.

All notices become effective only when received by addressee.

29. UNIVERSITY understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, ordinances and regulations in the performance of its duties under this Agreement. UNIVERSITY shall adhere to all requirements and protocols as established by SCHOOL DISTRICT, the State Education Department and applicable law: to wit, but not limited to, fingerprinting requirements. UNIVERSITY further agrees and understands that all students and employees placed in SCHOOL DISTRICT 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. SCHOOL DISTRICT reserves the right to reject the placement of any individual student or employee. UNIVERSITY shall be responsible for providing SCHOOL DISTRICT with the applicable clearance forms. Should UNIVERSITY fail to provide the necessary documentation, SCHOOL DISTRICT shall have the right to immediately terminate this Agreement.

30. Should SCHOOL DISTRICT be closed pursuant to Executive Order or other lawful means as a result of the Coronavirus pandemic, SCHOOL DISTRICT will make every effort to continue to provide assignments to the students in the Program if practicable.

31. UNIVERSITY shall obtain whatever releases or other legal documents that are necessary for the performance of this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on UNIVERSITY.

32. UNIVERSITY shall not assign, transfer or convey any of its respective rights or obligations under this Agreement.

33. UNIVERSITY represents and warrants: 1) that UNIVERSITY has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the 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 UNIVERSITY has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

34. Neither party to this Agreement shall use the name of the other party in any promotional or advertising material without first obtaining written approval from the party whose name is to be used.

35. Notwithstanding the provisions of this Agreement, nothing herein shall require UNIVERSITY to provide and place students to SCHOOL DISTRICT, or for SCHOOL DISTRICT to accept students, in any specific year, nor limit the right of SCHOOL DISTRICT to accept students from other academic institutions.

36. 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 convenience to the conduct of and proceeding in any such court.

37. 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.

38. This Agreement constitutes the full and complete Agreement between the parties, 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.

39. 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.

40. This Agreement may be amended only in writing and signed by the parties.

41. 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.

42. 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, each party hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

SEAFORD UNION FREE SCHOOL DISTRICT

Dated: _____ By: _____

~~SUNY~~ OLD WESTBURY

Dated: 7/23/2026 By: _____

AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "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 BRIAN VORWALD (hereinafter referred to as the "CONSULTANT"), as the party of the second part, having his principal place of business for purposes of this Agreement at 10 Media Lane, Stony Brook, New York 11790.

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 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 July 23, 2026 through June 25, 2026, 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. **Professional Development for Earth and Space Science Teachers**

   b. SCHOOL DISTRICT reserves the right to monitor and or evaluate the services provided by CONSULTANT by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection and review and any other applicable means. Services must be appropriate, allowable and consistent with SCHOOL DISTRICT funding source requirements and guidelines.

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 $1,450.00 per day.

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 time sheets and attendance, 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 he will not hold himself, his 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 his relationship to SCHOOL DISTRICT shall, during the periods of his 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, his 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 him 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 he is duly licensed and authorized to perform the services as described herein. CONSULTANT warrants that he 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 he 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 individual's 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 Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

12. SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, CONSULTANT, his 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.

15. NON-EXCLUSION FROM PROGRAM PARTICIPATION: CONSULTANT represents and warrants that he, his employees and/or his 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 he will, at a minimum, check monthly all of his 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 2.0.

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 and 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 provision.

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 provision.

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 provision, 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 provision. 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, (1) a description of the breach which

includes the date of the incident and the date of discovery, (2) the types of PII affected and the number of records affected, (3) a description of CONSULTANT's investigation, and (4) 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 Education 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.

18. INDEMNIFICATION AND HOLD HARMLESS: 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 act, omission, error, recklessness or negligence of CONSULTANT, his 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.

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 liability insurance policy. 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. **Liability Insurance:**
   $1,000,000 per Occurrence

   Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

h. CONSULTANT acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to SCHOOL DISTRICT. 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 or all rights held by SCHOOL DISTRICT.

i. If CONSULTANT utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

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:

Brian Vorwald
10 Media Lane
Stony Brook, New York 11790

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Executive Director for Student Support Services

21. ASSIGNMENT OF AGREEMENT: CONSULTANT shall not assign, transfer or convey any of his 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. 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: _____

Date: 08/17/2026

BRIAN VORWALD

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 or marketing purposes. A student's data cannot be shared with an unauthorized person.

2. Parents have the right to inspect and review the contents of their child's education record from their school. Parents' have the right to see the records within forty-five (45) days and dispute any inaccuracies.

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 Office of Information & Reporting Services, New York State Education Department, 89 Washington Avenue, Room 863 EBA, 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 Adele Pecora, Superintendent of Schools, 1600 Washington Avenue, Seaford, New York 11783. 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/parents-and-students-file-privacy-complaint, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Room 152 EB, 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/data-privacy-security/bill-rights-data-privacy-and-security-parents-bill-rights

Acknowledged by: Brian Vorwald Digitally signed by Brian Vorwald DN: cn=Brian Vorwald, o, ou, email=bvorw1975@gmail.com, c=US Date: 2026.08.13 15:17:21 -04'00' NA/Independent Consultant 08/17/2026

Organization 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:	Brian Vorwaldl
Description of the purpose(s) for which Provider will receive/access PII:	No access PII is needed. Work with the district did not include maintaining any data.
Type of PII that Provider will receive/access:	Check all that apply: ☐ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: July 23, 2026 Contract End Date: June 25, 2026
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: • 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:	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☐ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution. ☒ Other: NA. Work did not include maintaining and data Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: NA
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER		
[Signature]	Brian Vorwald	Digitally signed by Brian Vorwald DN: cn=Brian Vorwald, o, ou, email=bvorw1975@gmail.com, c=US Date: 2026.08.17 11:49:14 -04'00'
[Printed Name]	Brian Vorwald	
[Title]	Education Consultant	
Date:	August 17, 2026	

AFFILIATION AGREEMENT

THIS AGREEMENT made as of the 1st day of September, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "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 HOFSTRA UNIVERSITY (hereinafter referred to as the "UNIVERSITY"), as the party of the second part, having its principal place of business for purposes of this Agreement at 128 Hofstra University, Hempstead, New York 11549.

WITNESSETH:

WHEREAS, UNIVERSITY provides courses of study for those students preparing to become NYS School Counselors (hereafter referred to as "NYS School Counselors"); and

WHEREAS, fieldwork experience and/or practicum are required and are an integral component of the NYS School Counselor Program; and

WHEREAS, SCHOOL DISTRICT is willing to accept said students from UNIVERSITY for such purposes and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually understood and agreed upon by and between the parties hereto as follows:

1. The term of this Agreement is for the period of September 1, 2026 through June 30, 2027, unless terminated earlier as set forth herein. This Agreement may be renewed for additional one-year periods upon mutual written consent of the Parties.

2. UNIVERSITY will assign and SCHOOL DISTRICT will accept a mutually agreed upon number of UNIVERSITY students per academic semester, to be placed under the direct supervision of the Executive Director for Student Support Services employed by SCHOOL DISTRICT.

3. In accordance with the requirements of UNIVERSITY's accrediting organization, the *Association for Advancing Quality in Educator Preparation (AAQEP)*, the parties agree to construct a mutually beneficial partnership for clinical preparation and shared responsibility for the continuous improvement of candidate preparation. The parties agree to regularly discuss collaboration in establishing mutually agreeable expectations for candidate entry, preparation and exit; ensuring that theory and practice are linked; maintaining coherence across clinical and academic components of preparation; and the sharing of accountability for candidate outcomes. The parties also agree to regularly discuss selection criteria for high quality cooperating teachers and supervisors as well as collaborating on their preparation to serve in the role and supporting them during their service. These activities promote the retention of high quality cooperating teachers and university supervisors for the purpose of providing the best possible training of pre-service aspiring teachers.

4. UNIVERSITY may send students in designated numbers and at such times as shall be agreed upon by the parties, to SCHOOL DISTRICT for placement. The specific period spent at

SCHOOL DISTRICT will be consistent with the curriculum obligations for observation and field work experience of students, as set out in the course description and objectives of the Program and the ability of each SCHOOL DISTRICT school to accommodate them.

5. SCHOOL DISTRICT shall make its personnel, premises and facilities available to UNIVERSITY students in the Program and shall communicate with UNIVERSITY staff about the student's progress, in order to implement the Program at SCHOOL DISTRICT, to the extent necessary and feasible in SCHOOL DISTRICT's sole discretion.

6. Subject to SCHOOL DISTRICT's control of its own educational program, UNIVERSITY shall be responsible for the planning and administration of the Programs including the curriculum content, faculty appointments, student enrollment, accrediting, tuition, matriculation, grading, graduation and tuition certificate vouchering. UNIVERSITY shall keep all records and reports on students' Program experience at SCHOOL DISTRICT. In the event SCHOOL DISTRICT requires access to such records to demonstrate compliance with any applicable law and/or regulation, UNIVERSITY shall cooperate with SCHOOL DISTRICT to provide access to such records.

7. UNIVERSITY shall designate a Program Director who shall be responsible for coordination of the Programs. Such Program Director will select candidates for observation and field work experience and shall forward the names of the students to SCHOOL DISTRICT prior to the start of each semester, or as determined by SCHOOL DISTRICT. Approval and placement of all candidates is subject to the discretion of SCHOOL DISTRICT. Prior to placement by the Program Director, SCHOOL DISTRICT shall receive a letter from the student participant, required documents and program guidelines from UNIVERSITY, the student participant's resume and such other documents SCHOOL DISTRICT deems necessary for placement.

8. All UNIVERSITY student Program participants shall observe and participate in the Program under the direct supervision of SCHOOL DISTRICT.

9. The number of students to be assigned to the Programs, including their schedules and dates of assignment at SCHOOL DISTRICT, shall be mutually arranged and agreed to in advance of their placement at SCHOOL DISTRICT. In the event that SCHOOL DISTRICT deems it necessary to cancel a reserved space due to circumstances beyond its reasonable control, to the extent possible, it agrees to notify UNIVERSITY at least one month in advance of the commencement date of the student assignment or as soon thereafter as possible. If in SCHOOL DISTRICT's discretion no student is accepted for assignment at SCHOOL DISTRICT, the Program herein shall not be activated for that particular term. Notwithstanding the foregoing, SCHOOL DISTRICT shall have sole discretion to determine whether any students shall be admitted to SCHOOL DISTRICT for the Program. SCHOOL DISTRICT may terminate any student's fieldwork, at any time for good cause, as determined by SCHOOL DISTRICT in its sole discretion.

10. SCHOOL DISTRICT shall make available appropriate observation and mentoring experiences. The availed experiences provided shall be in accordance with all applicable Federal, State and local laws, rules, regulations and ordinances and shall not infringe on any SCHOOL DISTRICT student or staff rights. All student observation and mentoring experience shall be done under the supervision of a designated SCHOOL DISTRICT representative.

11. In case of an emergency during the observation and mentoring experiences, SCHOOL DISTRICT will seek emergency care for UNIVERSITY students and faculty via calling 911. With the exception of emergency treatment or care, UNIVERSITY students and faculty will provide for their own medical care needs.

12. The students shall not be deemed employees of SCHOOL DISTRICT and SCHOOL DISTRICT shall pay no stipend or other consideration to students or faculty, nor shall UNIVERSITY or its students pay any consideration to SCHOOL DISTRICT or its employees with respect to this Agreement. UNIVERSITY, its employees and students shall not share or accept any fee or gratuity from any SCHOOL DISTRICT students or students' family for services provided pursuant to this Agreement.

13. Transportation of students to and from SCHOOL DISTRICT shall be the sole responsibility of the students.

14. The relationship of the parties hereto is that of independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, association or similar relationship between the parties hereto or constitute either party as agent for the other for any purpose whatsoever. Neither party shall have the authority to bind the other, or to contract in the name of or create a liability against the other as against any third-party in any way or for any purpose. Neither party shall be entitled to any benefits from the other party other than those conferred under this Agreement.

15. UNIVERSITY shall advise students of their responsibility to conduct themselves in accordance with SCHOOL DISTRICT's rules and regulations. UNIVERSITY will provide each student with a copy of all such rules and regulations that are provided to the University by SCHOOL DISTRICT in writing, and the students will be responsible for this information. SCHOOL DISTRICT reserves the right to dismiss at any time any student who is unacceptable to SCHOOL DISTRICT for reasons of health, unacceptable practices or performance, or whose condition or conduct jeopardizes the well-being of the students or employees of SCHOOL DISTRICT. Unless unusual or extenuating circumstances occur, such dismissal shall not occur without prior consultation with UNIVERSITY. It is understood and agreed that while on school grounds, UNIVERSITY students shall obey all of SCHOOL DISTRICT's rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees. UNIVERSITY shall furnish each of its employees and students with a photo identification badge to be worn at all times while they are on-site at SCHOOL DISTRICT.

16. UNIVERSITY students must be knowledgeable of the fact that all information obtained during their observation and field work experience at SCHOOL DISTRICT must be kept confidential in accordance with all applicable Federal and State laws and regulations including but not limited to, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and New York Education Law § 2-d, and must not be removed from SCHOOL DISTRICT without the approval of SCHOOL DISTRICT. UNIVERSITY, its employees, agents and students agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. UNIVERSITY, its employees, agents and students 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. Such information shall not be released except as required by governmental regulations. UNIVERSITY shall advise all students in the Programs to respect the confidential nature of all information which may come to them with regard to students receiving treatment and/or therapy and SCHOOL DISTRICT's records in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws, rules and regulations. 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, where applicable. UNIVERSITY further agrees that any information received by it, its employees, agents and students during or in furtherance of this Agreement which concerns the personal, financial or other affairs of SCHOOL DISTRICT, its employees, agents and students will be treated by UNIVERSITY, its employees, agents and students in full confidence and will not be revealed to any other persons, firms or organizations. In the event of a breach of this provision, the breaching party shall immediately notify the other party of the breach and advise as to what steps have been taken to minimize the impact of the breach. To the extent SCHOOL DISTRICT has access to any education records of UNIVERSITY students, SCHOOL DISTRICT agrees that it shall keep such records confidential, shall not use them for any purpose other than fulfilling its responsibilities under this Agreement, and shall not disclose them to any third party without the written consent of the student.

17. Both parties agree that any education records disclosed in accordance with this Agreement will be maintained in accordance with State and Federal law.

18. UNIVERSITY faculty engaged in carrying out the provisions of this Agreement at SCHOOL DISTRICT shall be advised by SCHOOL DISTRICT of its rules and regulations with which they are expected to comply. UNIVERSITY shall provide each UNIVERSITY faculty member under this Agreement a copy of such rules and regulations, where the SCHOOL DISTRICT has provided a written copy to UNIVERSITY. At the request of SCHOOL DISTRICT, UNIVERSITY shall immediately suspend from SCHOOL DISTRICT any faculty member who fails to obey such rules. It is understood and agreed that while on SCHOOL DISTRICT grounds, UNIVERSITY employees shall obey all of SCHOOL DISTRICT's rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

19. Either party may terminate this Agreement upon fifteen (15) days' written notice to the other party. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by UNIVERSITY, upon three (3) days' written notice from SCHOOL DISTRICT to UNIVERSITY. Students enrolled in or scheduled for the observation and field work experience at SCHOOL DISTRICT will have the opportunity to complete their educational experience at SCHOOL DISTRICT subject to the written approval of SCHOOL DISTRICT permitting continuation and/or completion of the observation and mentoring work. Nothing in this paragraph shall prohibit the SCHOOL DISTRICT from terminating the Agreement on less than three (3) days' written notice when the breach by UNIVERSITY implicates the health, safety, and welfare of the SCHOOL DISTRICT's students and/or staff.

20. Neither SCHOOL DISTRICT nor UNIVERSITY 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.

21. The parties hereto recognize that in the performance of this Agreement the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will best promote the interests of both and render the highest services to the public.

22. Each party agrees to cooperate with each other in connection with any internal investigations by SCHOOL DISTRICT or UNIVERSITY of possible violation of their respective policies and procedures and any third party litigation.

23. To the fullest extent permitted by law, UNIVERSITY shall indemnify and hold harmless SCHOOL DISTRICT, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligence of University, its officers, employees, or students, except to the extent caused by the negligence or willful acts of SCHOOL DISTRICT, its officers, or employees.. This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. UNIVERSITY, to the fullest extent authorized by New York State law and decision thereunder, shall be responsible for any claims, costs, damage or injuries to persons or property of whatsoever kind or nature arising out of the negligence of UNIVERSITY, its officers, employees or students in connection with activities performed under this Agreement, except to the extent caused by the negligence or willful acts of SCHOOL DISTRICT, its officers, or employees.

24. All notices to parties hereunder must be in writing, signed by the party giving it and shall be served either personally or by certified mail, return receipt requested, and addressed as follows:

Stacey O'Donnell
Assistant Vice President for Financial Affairs
128 Hofstra University
Hempstead, New York 11549

With a copy to:
Office of General Counsel
101 Hofstra University
Hempstead, New York 11549

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Superintendent of Schools

Or to such addressee as may be hereafter designated by notice.

All notices become effective only when received by addressee.

25. Both parties understand and agree that they will comply and are responsible for complying with all applicable Federal, State, and local laws, rules, ordinances and regulations in the performance of their duties under this Agreement. UNIVERSITY shall adhere to all requirements and protocols as established by SCHOOL DISTRICT, the State Education Department and applicable law: to wit, but not limited to, fingerprinting requirements. UNIVERSITY further agrees and understands that all students and employees placed in SCHOOL DISTRICT 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 the SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual student or employee. UNIVERSITY shall be responsible for providing SCHOOL DISTRICT with the applicable clearance forms. Should UNIVERSITY fail to provide the necessary documentation, SCHOOL DISTRICT shall have the right to immediately terminate this Agreement.

26. To the extent the SCHOOL DISTRICT generates or maintains education records related to students, the SCHOOL DISTRICT agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to UNIVERSITY and shall not share the educational record of a student with any third party without the written consent of the student. For the purposes of this Agreement, pursuant to FERPA, UNIVERSITY hereby designates SCHOOL DISTRICT as a school official with a legitimate educational interest in the education records of the student(s) to the extent that access to the student education records is required by SCHOOL DISTRICT to carry out its responsibilities under this Agreement.

27. SCHOOL DISTRICT agrees to the following in the event that there is a disruption of face to face instruction:

a. SCHOOL DISTRICT's employees who have a Hofstra student assigned to them will continue to work with the UNIVERSITY student, to the extent practicable.

b. During the period of disruption of face to face instruction, the UNIVERSITY student will be assigned a school district email address or some other form of electronic access so that they are able to participate in the district's virtual learning.

c. A SCHOOL DISTRICT administrator will be designated to work directly with UNIVERSITY's Office of Field Placement to handle any problems that may develop.

28. UNIVERSITY shall obtain whatever releases or other legal documents that are necessary for the performance of this Agreement by the University. It is understood and agreed by the

parties to this Agreement that the full responsibility for obtaining such clearances rests on UNIVERSITY.

29. UNIVERSITY shall not assign, transfer or convey any of its respective rights or obligations under this Agreement.

30. Each party represents and warrants: 1) that the party has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the 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 the party has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

31. Neither party to this Agreement shall use the name of the other party in any promotional or advertising material without first obtaining written approval from the party whose name is to be used.

32. Notwithstanding the provisions of this Agreement, nothing herein shall require UNIVERSITY to provide and place students to SCHOOL DISTRICT, or for SCHOOL DISTRICT to accept students, in any specific year, nor limit the right of SCHOOL DISTRICT to accept students from other academic institutions.

33. 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 convenience to the conduct of and proceeding in any such court.

34. 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.

35. This Agreement constitutes the full and complete Agreement between the parties, 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.

36. 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.

37. This Agreement may be amended only in writing and signed by the parties.

38. 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.

39. 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, each party hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

SEAFORD UNION FREE SCHOOL DISTRICT

Dated: _____ By: _____

HOFSTRA UNIVERSITY

Dated: 8/20/2026 By: _____

Stacey O'Donnell
Assistant Vice President for Financial Affairs

SEAFORD UFSD – Obsolete Equipment Excess Form

School:

Requesting Staff Member:		
Russell Costa	R. Co	7/29/2026
Print Name:	**Signature:**	**Date:**

Approved by:		
Principal	**Signature**	**Date**
Rhonda Meserole	Rhonda L meserole	7/29/24
Assistant Superintendent	**Signature**	**Date**

Equipment Type	Model	Serial No.	Inventory #	Reason for Obsoletion
Commercial Stand Mixer Hobart	H600	1228363	03117	Broken, un-repairable

BOE Approval Date: _____ 3-7-2022

CC: Treasurer

SEAFORD UNION FREE SCHOOL DISTRICT

OBSOLETE BOOKS EXCESS FORM

School: Seaford Manor School

Requesting Staff Member:

JoAnn Knuds — J. Knuds — 7/22/2026

Print Name — Signature — Date

Approved by:

JoAnn Knuds — J. Knuds — 7/22/26

Principal — Signature — Date

John Striffolino — John Striff — 8/13/26

Assistant Superintendent — Signature — Date

Publisher/Author	Book Title	Quantity	Date Adopted by BOE (5+ years)
Harper Collins Publishing By: Patricia MacLachlan	Sarah, Plain + Tall	12	Copyright, 1985 PB F
Dell Publishing By: ELeanor Coerr	Sadako and the Thousand Paper Cranes	18	Copyright, 1977 PB F
By: AVON BOOKS Lynne Reid Banks	The Secret of the Indian	16	" 1989 PB F
By: By Ann McGovern Scholastic INC.	The Secret Soldier	5	" 1975 PB F
Dell Yearling Books BY: Patricia R. Giff	IN THE DINOSAUR'S PAW	7	" 1985 PB F
Dell Yearling Books BY JUDY DELTON	PEE WEE SCOUTS	1	" 1988 PB F Ripped

BOE Approval Date: _____

Cc: Treasurer

SEAFORD UNION FREE SCHOOL DISTRICT

OBSOLETE BOOKS EXCESS FORM

School: Maxon Elementary School

Requesting Staff Member:

JoAnn Knuds — J Knuds — 7/21/2026

Print Name — Signature — Date

Approved by:

JoAnn Knuds — J Knuds — 7/22/26

Principal — Signature — Date

John Striffolino — John Striffolino — 8/13/26

Assistant Superintendent — Signature — Date

Publisher/Author	Book Title	Quantity	Date Adopted by BOE (5+ years)
by Betsy Byars Penguin Putnam Inc.	Dead Letter	16	Copyright 1996 PB-Fiction
by Jan Slepian Scholastic Publishing	The Broccoli Tapes	10	Copyright 1988 - PB - Fiction
By: E.L. Konigsburg Aladdin Paperbacks	From The Mixed-up files of Mrs. Basil	7	Copyright - 1972 PB - Fiction
By: Betsy Byars Penguin Books	After the Goat Man	14	Copyright - 1974 - PB - Fiction
Scholastic	The Magic Inside School Bus - Earth	4	Copyright 1987 - PB - Fiction
"	The Magic At the School Bus - Water works	3	Copyright 1986 - PB - Fiction
"	The Magic School Bus / The Human Body	5	Copyright 1989 - PB - Fiction

BOE Approval Date: _____

Cc: Treasurer