REGULAR MEETING OF THE BOARD OF EDUCATION

SEPTEMBER 23, 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. ADMINISTRATIVE REPORT
   - A. Ex-Officio Student Board Member report
   - B. Administrative report dated September 18, 2026
4. PRESENTATIONS
   - A. Superintendent Goals 2026-2027
5. CONSENT AGENDA ITEMS

   Recommended Motion: "that the consent agenda be approved as a whole with action recorded as if it had been taken severally."

   - A. Financial Reports
     1. Treasurer's Report dated July 31, 2026
     2. Revenue Status Report dated July 31, 2026
     3. Budget Status Report dated July 31, 2026
     4. Budgetary Transfer Report dated July 31, 2026

5. Treasurer's Report dated August 31, 2026
6. Revenue Status Report dated August 31, 2026
7. Budget Status Report dated August 31, 2026
8. Budgetary Transfer Report dated August 31, 2026

B. Budget Transfers

1. As indicated in the Board's documentation

C. Personnel Actions

1. Instructional Personnel Actions dated September 23, 2026
2. Non-Instructional Personnel Actions dated September 23, 2026

6. CPSE/CSE Recommendations

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

School Year 2026-2027:
8/19/26, 8/28/26, 9/14/26, 9/16/26.

7. 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)

8. CORRESPONDENCE

9. NEW BUSINESS

A. Contracts

1. Recommend the Board of Education approve a tuition services agreement between Seaford UFSD and Developmental Disabilities Institute for the 2026-2027 school year and authorize the Board President to sign this agreement.

2. Recommend the Board of Education approve a related services agreement between Seaford UFSD and New York Therapy Placement Services, Inc. for the 2026-2027 school year and authorize the Board President to sign this agreement.

3. Recommend the Board of Education approve an academic tutoring services agreement between Seaford UFSD and New York Therapy Placement Services, Inc. for the 2026-2027 school year and authorize the Board President to sign this agreement.

4. Recommend the Board of Education approve a related services agreement between Seaford UFSD and Point North Psychological Services, PLLC, Inc. for the 2026-2027 school year and authorize the Board President to sign this agreement.

5. Recommend the Board of Education approve an amended third amendment to Margaret Cervini's Employment contract and authorize the Board President to sign said amendment.

6. Recommend the Board of Education approve an amended seventh amendment to Madeline Fischetto's Employment contract and authorize the Board President to sign said amendment.

7. Recommend the Board of Education approve an athletic trainer services agreement between Seaford UFSD and Professional Athletic Training Services, PLLC for the 2026-2027 school year and authorize the Board President to sign this agreement.

8. Recommend the Board of Education approve a related services agreement between Seaford UFSD and Sensory Stars Pediatric Therapy for the 2026-2027 school year and authorize the Board President to sign this agreement.

9. Recommend the Board of Education approve an agreement between Seaford UFSD and Planbook Inc., for the 2026-2027 school year and authorize the Board President to sign this agreement.

B. Donations

1. Recommend the Board of Education accept a donation of $2,695 from the Seaford Harbor PTA to pay for the cost of a Unique Game Show Assembly from Academic Entertainment for Red Ribbon Week at the Seaford Harbor School.

C. Obsolete Items

1. Recommend the Board of Education approve the obsoletion request on September 8, 2026, of a damaged Mystery Science kit at Seaford Harbor School.

D. Field Trips

1. Recommend the Board of Education approve the High School's field trip request for students in the Wall Street class to visit Wall Street and the NY Stock Market on December 4, 2026.

2. Recommend the Board of Education approve the High School's field trip request for students in the Marching Band to perform at the St. Patrick's Day Parade on March 17, 2027, in New York City.

E. Resolutions

1. WHEREAS the Board of Education of the Seaford UFSD (the "Board") is authorized under New York State Education Law to designate and manage the official depositories for District funds; and

   WHEREAS, the District currently maintains a banking account with OceanFirst , located at 260E RXR Plaza, Uniondale, New York 11556 identified as Account Number: 7400000338 (the "Depository Account"); and

   WHEREAS, the Board, upon the recommendation of the Superintendent of Schools, the Assistant Superintendent for Business and Operations and District Treasurer has determined that it is in the best financial and operational interest of the district to close said Depository Account.

   NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby authorizes the formal closure of the following bank account:
   · Financial Institution: OceanFirst Bank
   · Account Name: General Fund Money Market
   · Account Number: 7400000338

   BE IT FURTHER RESOLVED, that any and all remaining balances, including accrued interest, residing in the aforementioned Depository Account at the time of closure shall be transferred immediately via electronic transfer or wire to the District's primary account at JP Morgan Chase, Account Number: 818-820160, in accordance with New York State General Municipal Law and District investment policies.

2. BE IT RESOLVED, that the Board of Education hereby approves Trustee Jimmy Chwe's attendance at the New York State School Boards Association Annual Convention and Education Expo Digital Experience (Virtual Convention) on October 22-24, 2026, as a board member's attendance is in the best interest of the district, and the registration fee of $250.00 shall be paid by the district.

10. MISCELLANEOUS DISCUSSION ITEMS

11. CLOSING COMMENTS BY THE BOARD AND ADMINISTRATION

12. ADJOURNMENT

SEAFORD UNION FREE SCHOOL DISTRICT
GENERAL FUND
TREASURER'S REPORT
Month Ending July 31, 2026

Beginning Cash Balance	$	21,820,877.27
Receipts		
State Aid		212,704.48
Health Retirees		208,733.56
Health Services other dist		164,458.05
Interest		51,197.65
Dept of Health		35,594.29
Drivers Ed		22,525.00
Use of Facilities		5,168.00
Misc		1,364.86
Total Receipts	$	701,745.89
Disbursements		
Warrants		3,161,821.48
Payroll 7/9		237,219.71
Payroll 7/22		178,810.05
EPC- To Debt Service		1,240,188.50
To Federal Fund		98,300.06
Seaford Public Library		206,743.50
Total Disbursements	$	5,123,083.30
Book Balance per T/B Cash Accounts	$	17,399,539.86
Outstanding Checks		160,209.14
Timing Difference		(740.92)
Balance per Bank Statement	$	17,559,008.08
Difference	$	0.00

I hereby certify that the above statement is in agreement with the bank statement

District Treasurer _____

Asst. Supt. For Business _____ 9/8/26

General Fund Cash Account:

A200.01	JPMorgan Chase	191,244.43
A200.02	JPMorgan Chase	3,175,317.51
A200.09	Flushing	1,032,003.36
A200.21	NYClass- Workers Comp	1,488,454.16
A200.23	NYClass- Capital	1,063,703.17
A200.24	NYClass- Employee Ret	2,822,349.83
A200.25	NYCLass - Teachers Ret	2,630,512.94
A200.26	NYClass- EBLAR	2,557,407.62
A200.27	NYClass- Operating	25,500.85
A200.28	NYClass- Capital 2024	2,413,045.99
	Total Book Balance	17,399,539.86

SEAFORD UNION FREE SCHOOL DISTRICT

CONSOLIDATED TREASURER'S REPORT

Month Ending July 31, 2026

	Custodial	*School Lunch*	*Special Aid Fund*	*Debt Service Fund*	*Capital Fund*	*Special Revenue*
	$ 54,746.93	$ 561,036.44	$ 29,494.01	$ 40,097.01	$ 7,289,764.61	$ 58,149.60
Receipts						
Interest		$ -	$ 61.03	$ 35.75	$ 6,462.08	$ -
Students/Other Deposits	$655,738.64	$ 1.82	$ 45,183.75	$ 1,240,188.50	$ -	
Total Receipts	$ 655,738.64	$ 1.82	$ 45,244.78	$ 1,240,224.25	$ 6,462.08	$ -
Disbursements						
Warrant #1		$ 88,623.09	$ 45,183.75	1,240,188.50	$ 102,945.29	$ -
Payroll Other	$668,543.28		$ -			
Total Disbursements	$ 668,543.28	$ 88,623.09	$ 45,183.75	$ 1,240,188.50	$ 102,945.29	$ -
Ending Cash Balance per Books	$ 41,942.29	$ 472,415.17	$ 29,555.04	$ 40,132.76	$ 7,193,281.40	$ 58,149.60
Reconciling Items						
Outstanding Checks	$ 1,743.16	$ -	$ 36,000.00	$ -	$ -	$ 4,200.00
Deposits in Transit/Timing Difference	$ 417.41				$ -	$ (49.41)
Unallocated Interest						
Balance per Bank Statement	$ 44,102.86	$ 472,415.17	$ 65,555.04	$ 40,132.76	$ 7,193,281.40	$ 62,399.01
Difference	$ -	$ -	$ -	$ -	$ -	$ (0.00)

I hereby certify that the above statement is in agreement with the bank statement

District Treasurer _____

Asst. Supt. For Business Rhonda R Meserole 9/8/25

SEAFORD UFSD

Bank Reconciliation Report

Checking Account

992

Date From 7/1/2026
Date to 07/31/2026

Ending Balance on Statement Dated : 07/31/2026	$236,012.30
Outstanding Deposits (Bank Deposits) -> +	$0.00
Less Outstanding Checks:	$50,587.99
Cash Balance as of : 07/31/2026	$185,424.31 ***

Cash Balance for Checking as of 7/1/2026	$235,991.08
Add: Total Deposits (Bank Deposits):	$212.23
Less: Total Checks and Withdrawals:	($50,779.00)
Computer Cash Balance as of : 07/31/2026	$185,424.31 ***

Summary of Asset Accounts

GI Acct	Account Name	Begin Bal	Recpt/JV	Disb/JV	Transfer	End Bal.
990	Petty Cash	$0.00	$0.00	$0.00	$0.00	$0.00
991	Cash on Hand	$0.00	$0.00	$0.00	$0.00	$0.00
992	Checking	$235,991.08	$212.23	($50,779.00)	$0.00	$185,424.31 ***
993	Savings	$0.00	$0.00	$0.00	$0.00	$0.00
994	Investments	$0.00	$0.00	$0.00	$0.00	$0.00
Grand Total		**$235,991.08**	**$212.23**	**($50,779.00)**	**$0.00**	**$185,424.31**

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: _____ Date: 8/24/26

Principal: Amanda L Meserole Date: 9/8/26

*** **Entries Must Match**

Sequential List of Receipts (by Receipt)

Sequential List of Receipts

Receipt No.	Date	Pay	Received From	(* * * * * * * * * * Receipt Detail * * * * * * * * * *)			
Note		Type*	Payee	Account	Name	Amount	GL Acct.
9774	**07/31/2026**		**SEAFORD UFSD**				
Interest		C	SEAFORD UFSD	100	Central	$212.23	992
				Total for Receipt Number: 9774		**$212.23**	
					Report Grand Total:	**$212.23**	

Totals By Payment Type:

Cash=	$212.23
Check=	$0.00
Electronic Trans=	$0.00
Money Order=	$0.00
Credit Card=	$0.00
Other=	$0.00
Total=	$212.23

***Note: This report does not include the Journal Adjustments**

SEAFORD UFSD

Revenue Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Revenue Account	Subfund	Description	Original Estimate	Current Estimate	Year-to-Date	Current Cycle	Anticipated Balance	Excess Revenue
1001.000		Real Property Taxes	59,316,141.00	59,316,141.00	-206,743.50	-206,743.50	59,522,884.50	
1081.000		Other Pmts in Lieu of Taxes	756,000.00	756,000.00	0.00	0.00	756,000.00	
1085.000		STAR Reimbursement	3,500,000.00	3,500,000.00	0.00	0.00	3,500,000.00	
1090.000		Int. & Penal. on Real Prop.Tax	47,500.00	47,500.00	0.00	0.00	47,500.00	
2230.000		Non-Resident Tuition	425,000.00	425,000.00	0.00	0.00	425,000.00	
2280.000		Health Services for Oth Dist.	450,000.00	450,000.00	0.00	0.00	450,000.00	
2389.000		Other -Pre-School Evals	25,000.00	25,000.00	0.00	0.00	25,000.00	
2401.000		Interest and Earnings	800,000.00	800,000.00	48,239.34	48,239.34	751,760.66	
2410.000		Use of Faciilities	60,000.00	60,000.00	18,819.99	18,819.99	41,180.01	
2701.000		Refund PY Exp-BOCES Aided Srvc	100,000.00	100,000.00	0.00	0.00	100,000.00	
2703.000		Refund PY Exp-Other	0.00	0.00	1,064.86	1,064.86		1,064.86
2703.100		Refund PY Exp-E-Rate	35,000.00	35,000.00	0.00	0.00	35,000.00	
2705.000		Gifts and Donations	5,000.00	5,000.00	0.00	0.00	5,000.00	
2770.000		Other Unclassified Rev.(Spec)	20,000.00	20,000.00	300.00	300.00	19,700.00	
2770.100		CPSE	85,000.00	85,000.00	0.00	0.00	85,000.00	
3101.000		Basic Formula Aid-Gen Aids (Ex	12,120,835.00	12,120,835.00	0.00	0.00	12,120,835.00	
3101.100		Excess Cost	459,794.00	459,794.00	0.00	0.00	459,794.00	
3102.000		Lottery Aid (Sect 3609a Ed Law	2,883,961.00	2,883,961.00	0.00	0.00	2,883,961.00	
3102.100		VLT Lottery Aid -Textbook	710,955.00	710,955.00	0.00	0.00	710,955.00	
3103.000		BOCES Aid (Sect 3609a Ed Law)	2,545,460.00	2,545,460.00	0.00	0.00	2,545,460.00	
3260.000		Textbook Aid (Incl Txtbk/Lott)	140,000.00	140,000.00	0.00	0.00	140,000.00	
3262.000		Computer Software Aid	35,324.00	35,324.00	0.00	0.00	35,324.00	
3262.001		Computer Hardware Aid	33,995.00	33,995.00	0.00	0.00	33,995.00	
3263.000		Library A/V Loan Program Aid	18,000.00	18,000.00	0.00	0.00	18,000.00	
4601.000		Medic.Ass't-Sch Age-Sch Yr Pro	55,000.00	55,000.00	35,594.29	35,594.29	19,405.71	
5031.000		Interfund Transfers(Not D.Serv	70,000.00	70,000.00	0.00	0.00	70,000.00	
5999.000		Appropriated Fund Balance	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	
5999.814		Reserve for Work Comp	330,000.00	330,000.00	0.00	0.00	330,000.00	
5999.867		Reserve for Employee Benefits	275,000.00	275,000.00	0.00	0.00	275,000.00	
5999.999		Est. for Carryover Encumbrance	0.00	172,454.25	0.00	0.00	172,454.25	
Total GENERAL FUND			86,302,965.00	86,475,419.25	-102,725.02	-102,725.02	86,579,209.13	1,064.86

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized
These are estimates to balance the budget

SEAFORD UFSD

Revenue Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: C SCHOOL LUNCH FUND

Revenue Account	Subfund	Description	Original Estimate	Current Estimate	Year-to-Date	Current Cycle	Anticipated Balance	Excess Revenue
1445.000		Other Cafeteria Sales	323,000.00	323,000.00	1.82	1.82	322,998.18	
3190.000		State Reimbursement	750,000.00	750,000.00	0.00	0.00	750,000.00	
4190.000		Fed Reimbursement (Ex Surp Fd)	250,000.00	250,000.00	0.00	0.00	250,000.00	
4190.100		Federal Surplus Food	1,000.00	1,000.00	0.00	0.00	1,000.00	
5999.999		Est. for Carryover Encumbrance	0.00	14,397.73	0.00	0.00	14,397.73	
Total SCHOOL LUNCH FUND			1,324,000.00	1,338,397.73	1.82	1.82	1,338,395.91	0.00

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized

These are estimates to balance the budget

SEAFORD UFSD

Revenue Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: V DEBT SERVICE

Revenue Account	Subfund	Description	Original Estimate	Current Estimate	Year-to-Date	Current Cycle	Anticipated Balance	Excess Revenue
2401.000		Interest and Earnings	0.00	0.00	35.75	35.75		35.75
Total DEBT SERVICE			0.00	0.00	35.75	35.75	0.00	35.75

Selection Criteria

Criteria Name: Last Run
As Of Date: 07/31/2026
Suppress revenue accounts with no activity
Show Actual revenue in 'As Of' cycle
Show special revenue accounts 5997-5999
Sort by: Fund
Printed by Steven Arnone

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized
These are estimates to balance the budget

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1010-401-00-0000	TRAVEL CONFERENCE BOE	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
1010-421-00-0000	BOARD OF ED CONTRACTS	800.00	0.00	800.00	0.00	0.00	800.00
1010-485-00-0000	REFERENCE BOOKS BOE	700.00	0.00	700.00	0.00	560.00	140.00
1010-501-00-0000	SUPPLIES GENERAL BOE	1,600.00	0.00	1,600.00	0.00	182.96	1,417.04
1040-170-00-0000	SALARY DISTRICT CLERK	35,700.00	0.00	35,700.00	2,884.62	34,615.38	-1,800.00
1040-211-00-0000	FURNITURE DISTRICT CLERK	800.00	0.00	800.00	0.00	0.00	800.00
1040-501-00-0000	SUPPLIES DISTRICT CLERK	2,500.00	0.00	2,500.00	0.00	1,948.93	551.07
1060-400-00-0000	Contracts-Election Worker	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
1060-434-00-0000	EQUIPMNT RENTAL DISTRICT	9,000.00	0.00	9,000.00	0.00	3,400.00	5,600.00
1240-150-00-0000	SALARY SUPERINTENDENT	318,000.00	0.00	318,000.00	24,461.54	293,538.46	0.00
1240-170-00-0000	SALARY SUPT SECRETARY	84,447.00	0.00	84,447.00	6,180.00	76,660.00	1,607.00
1240-401-00-0000	TRAVEL CONFERENCE SUPT	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
1240-451-00-0000	MEETING EXPENSES	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
1240-484-00-0000	PERIODICALS SUPT	1,500.00	0.00	1,500.00	276.12	1,223.88	0.00
1240-485-00-0000	REFERENCE BOOKS SUPT	150.00	0.00	150.00	0.00	0.00	150.00
1240-501-00-0000	SUPPLIES GENERAL SUPT	3,100.00	0.00	3,100.00	303.91	1,458.82	1,337.27
1310-150-00-0000	SALARY ASST SUPT BUSINESS	127,449.00	0.00	127,449.00	9,611.54	115,338.46	2,499.00
1310-160-00-0000	SALARY CLERICAL BUSINESS	213,579.00	0.00	213,579.00	15,596.56	193,158.44	4,824.00
1310-170-00-0000	SALARY SECRETARY BUSINESS	51,546.00	0.00	51,546.00	3,698.76	46,885.24	962.00
1310-202-00-0000	EQUIPMENT BUSINESS	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
1310-401-00-0000	TRAVEL CONF - BUSINESS	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
1310-407-00-0000	POSTAGE BUSINESS OFFICE	20,000.00	0.00	20,000.00	6,500.00	11,150.00	2,350.00
1310-451-00-0000	CONTRACTS BUSINESS OFFICE	170,560.00	0.00	170,560.00	59,777.01	88,886.59	21,896.40
1310-490-00-0000	BOCES SVCES - BUSINESS	56,000.00	0.00	56,000.00	0.00	56,000.00	0.00
1310-501-00-0000	SUPPLIES GENERAL BUSINESS	6,500.00	0.00	6,500.00	0.00	1,178.46	5,321.54
1320-412-00-0000	CONTRACTS AUDITING	85,600.00	42,750.00	128,350.00	0.00	42,750.00	85,600.00
1325-170-00-0000	SALARY DISTRICT TREASURER	122,400.00	0.00	122,400.00	10,000.00	120,000.00	-7,600.00
1325-501-00-0000	SUPPLIES TREASURER	750.00	0.00	750.00	0.00	0.00	750.00
1420-413-00-0000	CONTRACTS LEGAL	239,500.00	0.00	239,500.00	0.00	224,000.00	15,500.00
1420-419-00-0000	ADVERTISING LEGAL	40,000.00	0.00	40,000.00	0.00	33,000.00	7,000.00
1430-150-00-0000	SALARY ASST SUPT HR	226,600.00	0.00	226,600.00	17,430.76	209,169.24	0.00
1430-401-00-0000	TRAVEL PERSONNEL	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
1430-451-00-0000	CONTRACTS PERSONNEL	65,000.00	0.00	65,000.00	0.00	25,000.00	40,000.00
1430-490-00-0000	BOCES SERVICES PERSONNEL	16,000.00	0.00	16,000.00	0.00	16,000.00	0.00
1480-418-00-0000	PUBLIC INFO PRINTING	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
1480-490-00-0000	PUBLIC INFO BOCES EDITING	64,600.00	0.00	64,600.00	0.00	64,600.00	0.00
1620-160-00-0000	SALARY CLERICAL FACILITIE	61,413.00	0.00	61,413.00	4,556.00	55,672.00	1,185.00
1620-161-01-0000	SALARY CUSTODIAN/CLEAN HS	529,002.00	0.00	529,002.00	40,692.44	488,309.56	0.00

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1620-161-02-0000	SALARY CUSTODIAN/CLEAN MS	431,663.00	0.00	431,663.00	28,551.04	330,095.08	73,016.88
1620-161-03-0000	SALARY CUST/CLEAN - MANOR	225,146.00	0.00	225,146.00	23,495.70	281,948.30	-80,298.00
1620-161-04-0000	SALARY CUST/CLEAN -HARBOR	304,431.00	0.00	304,431.00	22,694.16	272,329.84	9,407.00
1620-164-00-0000	SALARY DISTRICT P/T SECUR	727,800.00	0.00	727,800.00	15,861.66	860,465.84	-148,527.50
1620-164-00-0010	SALARY P/T SEC SP EVENT	13,000.00	0.00	13,000.00	0.00	0.00	13,000.00
1620-164-00-0020	SALARY P/T SEC SPORTS	41,600.00	0.00	41,600.00	0.00	26,622.00	14,978.00
1620-164-00-3800	SALARY P/T SECUR SUMMER	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
1620-171-00-0000	SALARY SUB CUSTODIANS	106,080.00	0.00	106,080.00	1,317.50	0.00	104,762.50
1620-180-01-0000	SALARY CUSTODIAL OT- HS	85,000.00	0.00	85,000.00	83.70	0.00	84,916.30
1620-180-02-0000	SALARY CUSTODIAL OT- MS	40,000.00	0.00	40,000.00	781.31	0.00	39,218.69
1620-180-03-0000	SALARY CUST OT- MANOR	40,000.00	0.00	40,000.00	147.60	0.00	39,852.40
1620-180-04-0000	SALARY CUST OT- HARBOR	9,000.00	0.00	9,000.00	0.00	0.00	9,000.00
1620-211-00-0000	EQUIPMENT MAINTENANC	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
1620-212-00-0000	EQUIPMENT FACILITIES	123,770.00	7,765.20	131,535.20	3,295.00	45,754.00	82,486.20
1620-212-01-0000	EQUIPMENT HS	87,360.00	0.00	87,360.00	0.00	76,505.62	10,854.38
1620-212-02-0000	EQUIPMENT MS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
1620-212-03-0000	EQUIPMENT MANOR	24,500.00	0.00	24,500.00	0.00	14,210.44	10,289.56
1620-212-04-0000	EQUIPMENT HARBOR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
1620-401-00-0000	TRAVEL CONF FACILITIES	1,700.00	0.00	1,700.00	0.00	0.00	1,700.00
1620-408-01-0000	WATER HS	8,500.00	0.00	8,500.00	0.00	7,250.00	1,250.00
1620-408-02-0000	WATER MS	8,000.00	0.00	8,000.00	0.00	6,000.00	2,000.00
1620-408-03-0000	WATER MANOR	8,000.00	0.00	8,000.00	0.00	6,100.00	1,900.00
1620-408-04-0000	WATER HARBOR	7,500.00	0.00	7,500.00	0.00	5,250.00	2,250.00
1620-409-01-0000	ELECTRIC HS	225,273.00	0.00	225,273.00	0.00	210,000.00	15,273.00
1620-409-02-0000	ELECTRIC MS	134,207.00	0.00	134,207.00	0.00	120,000.00	14,207.00
1620-409-03-0000	ELECTRIC MANOR	92,972.00	0.00	92,972.00	0.00	92,000.00	972.00
1620-409-04-0000	ELECTRIC HARBOR	83,929.00	0.00	83,929.00	0.00	75,000.00	8,929.00
1620-410-00-0000	TELEPHONE DISTRICT OPER	6,000.00	0.00	6,000.00	538.31	4,961.69	500.00
1620-410-01-0000	TELEPHONE HS	3,587.00	0.00	3,587.00	0.00	3,200.00	387.00
1620-410-02-0000	TELEPHONE MS	3,587.00	0.00	3,587.00	291.25	2,908.75	387.00
1620-410-03-0000	TELEPHONE MANOR	3,587.00	0.00	3,587.00	235.37	2,964.63	387.00
1620-410-04-0000	TELEPHONE HARBOR	3,587.00	0.00	3,587.00	0.00	3,200.00	387.00
1620-423-01-0000	FUEL HS	121,327.00	0.00	121,327.00	0.00	121,327.00	0.00
1620-423-02-0000	FUEL MS	70,883.00	0.00	70,883.00	0.00	70,883.00	0.00
1620-423-03-0000	FUEL MANOR	65,750.00	0.00	65,750.00	0.00	65,750.00	0.00
1620-423-04-0000	FUEL HARBOR	60,400.00	0.00	60,400.00	0.00	60,400.00	0.00
1620-451-00-0000	CONTRACTS FACILITY & SEC	6,400.00	0.00	6,400.00	705.00	3,700.00	1,995.00
1620-460-01-0000	BUILDING REPAIRS HS	15,000.00	0.00	15,000.00	0.00	14,300.00	700.00
1620-460-02-0000	BUILDING REPAIRS MS	13,000.00	0.00	13,000.00	0.00	10,459.00	2,541.00

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1620-460-03-0000	BUILDING REPAIRS MANOR	13,000.00	499.92	13,499.92	0.00	3,274.92	10,225.00
1620-460-04-0000	BUILDING REPAIRS HARBOR	13,000.00	4,685.08	17,685.08	0.00	7,460.08	10,225.00
1620-464-00-0000	REPAIRS EQUIPMENT	15,000.00	0.00	15,000.00	0.00	3,443.97	11,556.03
1620-466-00-0000	REPAIRS VEHICLE	11,000.00	0.00	11,000.00	0.00	8,000.00	3,000.00
1620-490-00-0000	BOCES HEALTH & SAFETY	31,000.00	0.00	31,000.00	0.00	31,000.00	0.00
1620-501-00-0000	SUPPLIES FACILITIES	3,500.00	0.00	3,500.00	91.74	1,253.37	2,154.89
1620-504-00-0000	SUPPLIES UNIFORMS	18,000.00	0.00	18,000.00	0.00	13,000.00	5,000.00
1620-505-01-0000	SUPPLIES CUSTODIAL HS	50,000.00	0.00	50,000.00	401.96	38,948.04	10,650.00
1620-505-02-0000	SUPPLIES CUSTODIAL MS	40,000.00	90.01	40,090.01	548.31	27,891.70	11,650.00
1620-505-03-0000	SUPPLIES CUSTODIAL MANOR	40,000.00	5,203.01	45,203.01	5,585.97	25,967.04	13,650.00
1620-505-04-0000	SUPPLIES CUST -HARBOR	40,000.00	2,423.80	42,423.80	115.22	28,658.58	13,650.00
1620-515-00-0000	GASOLINE DISTRICT	10,000.00	0.00	10,000.00	0.00	8,500.00	1,500.00
1621-168-00-0000	SALARY FACILTIES DIRECTOR	171,826.00	0.00	171,826.00	13,217.38	158,608.62	0.00
1621-178-00-0000	SALARY MAINT & GROUNDS	384,237.00	0.00	384,237.00	36,028.40	432,340.60	-84,132.00
1621-180-00-0000	SALARY MAINTENANCE OT	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
1621-181-00-0000	SALARY O/T SNOW REMOVAL	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
1621-405-00-0000	CONTRACTS - TRAVEL MILEAG	5,000.00	0.00	5,000.00	0.00	4,925.00	75.00
1621-450-00-0000	CONTRACTS FACILITIES	92,500.00	0.00	92,500.00	2,628.68	59,865.48	30,005.84
1621-450-01-0000	CONTRACTS HS	43,150.00	0.00	43,150.00	725.92	38,108.88	4,315.20
1621-450-02-0000	CONTRACTS MS	46,150.00	0.00	46,150.00	428.27	36,656.27	9,065.46
1621-450-03-0000	CONTRACTS MANOR	35,650.00	0.00	35,650.00	451.67	31,891.33	3,307.00
1621-450-04-0000	CONTRACTS HARBOR	35,650.00	0.00	35,650.00	419.86	24,076.32	11,153.82
1621-468-00-0000	REPAIRS FACILITIES	75,000.00	34,014.00	109,014.00	0.00	34,014.00	75,000.00
1621-468-01-0000	REPAIRS HS	88,000.00	2,381.48	90,381.48	102.23	45,698.17	44,581.08
1621-468-02-0000	REPAIRS MS	83,800.00	5,000.00	88,800.00	102.23	39,679.23	49,018.54
1621-468-03-0000	REPAIRS MANOR	58,800.00	15,218.52	74,018.52	102.23	40,251.29	33,665.00
1621-468-04-0000	REPAIRS HARBOR	73,800.00	23,801.00	97,601.00	102.24	56,618.76	40,880.00
1621-502-00-0000	SUPPLIES HEATING & PLUMB	15,000.00	0.00	15,000.00	0.00	5,142.73	9,857.27
1621-503-00-0000	SUPPLIES ELECTRICAL	17,000.00	0.00	17,000.00	0.00	1,000.00	16,000.00
1621-507-00-0000	SUPPLIES GROUNDS	12,000.00	0.00	12,000.00	1,359.99	5,390.01	5,250.00
1621-511-00-0000	SUPPLIES PAINT	15,000.00	0.00	15,000.00	477.79	4,022.21	10,500.00
1621-518-00-0000	SUPPLIES BLDG MATERIALS	12,500.00	0.00	12,500.00	0.00	12,500.00	0.00
1680-490-00-0000	BOCES CENTRAL DATA PROCES	4,500.00	0.00	4,500.00	0.00	4,500.00	0.00
1910-415-00-0000	INSURANCE DISTRICT	598,500.00	-35,000.00	563,500.00	522,271.00	586.00	40,643.00
1920-416-00-0000	SCHOOL ASSOCIATION DUES	25,000.00	0.00	25,000.00	3,425.00	11,400.00	10,175.00
1981-490-00-0000	BOCES ADMIN RENT CAP PROJ	360,000.00	0.00	360,000.00	0.00	360,000.00	0.00
2010-150-00-0000	SALARY CURRICULUM ADMINS	736,122.00	0.00	736,122.00	43,277.54	465,330.46	227,514.00
2010-170-00-0000	SALARY SECRETARY CURRIC	121,989.00	0.00	121,989.00	8,822.70	110,872.30	2,294.00

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2010-202-00-0000	EQUIPMENT CURRICULUM	17,178.00	0.00	17,178.00	0.00	0.00	17,178.00
2010-401-00-0000	CENTRAL OFFICE TRAVELCONF	9,000.00	0.00	9,000.00	2,621.90	1,033.10	5,345.00
2010-451-00-0000	CONTRACTS CURRICULUM	34,800.00	0.00	34,800.00	450.00	12,422.00	21,928.00
2010-484-00-0000	PERIODICALS CURRICULUM	500.00	0.00	500.00	0.00	0.00	500.00
2010-490-00-0000	BOCES CURRICULUM DEVELOP	174,985.00	0.00	174,985.00	0.00	174,985.00	0.00
2010-501-00-0000	DISTRICT WIDE CURR SUPPLI	21,400.00	0.00	21,400.00	90.00	3,773.63	17,536.37
2020-150-01-0000	SALARY HS PRINCIPAL	206,041.00	0.00	206,041.00	15,849.32	190,191.68	0.00
2020-150-02-0000	SALARY MS PRINCIPAL	182,040.00	0.00	182,040.00	14,003.08	168,036.92	0.00
2020-150-03-0000	SALARY MANOR PRINCIPAL	175,440.00	0.00	175,440.00	13,495.38	161,944.62	0.00
2020-150-04-0000	SALARY HARBOR PRINCIPAL	178,500.00	0.00	178,500.00	13,730.76	164,769.24	0.00
2020-152-01-0000	SALARY ASST PRINCIPALS HS	305,210.00	0.00	305,210.00	23,477.70	281,732.30	0.00
2020-152-02-0000	SALARY ASST PRINCIPALS MS	146,209.00	0.00	146,209.00	11,246.86	134,962.14	0.00
2020-152-03-0000	SALARY ASST PRINC MANOR	146,209.00	0.00	146,209.00	11,246.86	134,962.14	0.00
2020-152-04-0000	SALARY ASST PRINC HARBOR	150,860.00	0.00	150,860.00	11,604.62	139,255.38	0.00
2020-160-01-0000	SALARY CLERICAL SUPV HS	90,103.00	0.00	90,103.00	3,840.46	84,495.54	1,767.00
2020-160-02-0000	SALARY CLERICAL SUPV MS	73,568.00	0.00	73,568.00	5,171.08	67,052.92	1,344.00
2020-160-03-0000	SALARY CLER SUPV MANOR	45,774.00	0.00	45,774.00	3,452.00	41,424.00	898.00
2020-160-04-0000	SALARY CLER SUPV HARBOR	69,059.00	0.00	69,059.00	5,208.00	62,496.00	1,355.00
2020-162-01-0000	SALARY SECR SUPV HS	97,136.00	0.00	97,136.00	7,325.54	87,906.46	1,904.00
2020-162-02-0000	SALARY SECR SUPV MS	53,233.00	0.00	53,233.00	3,939.16	48,269.84	1,024.00
2020-162-03-0000	SALARY SECR SUPV MANOR	60,446.00	0.00	60,446.00	4,181.46	55,177.54	1,087.00
2020-162-04-0000	SALARY SECR SUPV HARBOR	50,385.00	0.00	50,385.00	3,799.76	45,597.24	988.00
2020-401-01-0000	TRAVEL CONFERENCE HS	15,725.00	0.00	15,725.00	1,534.99	798.00	13,392.01
2020-401-02-0000	TRAVEL CONFERENCE MS	10,114.00	1,500.00	11,614.00	0.00	0.00	11,614.00
2020-401-03-0000	TRAVEL CONFERENCE MANOR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2020-401-04-0000	TRAVEL CONFERENCE HARBOR	2,450.00	0.00	2,450.00	0.00	0.00	2,450.00
2020-450-02-0000	CONTRACTS MIDDLE SCHOOL	5,400.00	-1,500.00	3,900.00	0.00	3,559.94	340.06
2020-450-03-0000	CONTRACTS MANOR	500.00	0.00	500.00	0.00	0.00	500.00
2020-450-04-0000	CONTRACTS HARBOR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2020-501-01-0000	SUPPLIES GENERAL HS	35,750.00	0.00	35,750.00	84.99	25,202.97	10,462.04
2020-501-02-0000	SUPPLIES GENERAL MS	36,267.00	0.00	36,267.00	1,121.29	15,804.25	19,341.46
2020-501-03-0000	SUPPLIES GENERAL MANOR	26,000.00	0.00	26,000.00	937.32	8,750.16	16,312.52
2020-501-04-0000	SUPPLIES GENERAL HARBOR	40,849.00	435.56	41,284.56	3,192.39	9,218.34	28,873.83
2040-150-00-3800	SALARY SUMMER SCHOOL DIR	6,938.00	0.00	6,938.00	3,469.00	3,469.00	0.00
2060-112-00-0000	CURRICULUM WRITING	36,000.00	0.00	36,000.00	0.00	0.00	36,000.00
2060-431-00-0000	SUPT CONF DAY	2,000.00	0.00	2,000.00	137.50	500.00	1,362.50
2060-501-00-0000	INSTRUCT SUPPORT SUPPLIES	12,000.00	0.00	12,000.00	827.00	3,352.86	7,820.14
2110-110-03-0000	SALARY KNDG TEACH MANOR	539,972.00	0.00	539,972.00	0.00	539,972.00	0.00
2110-110-04-0000	SALARY KNDG TEACH HARBOR	580,623.00	0.00	580,623.00	0.00	574,084.60	6,538.40

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-111-03-0000	SALARY ELEM TCHRS-1 MANOR	1,374,382.00	0.00	1,374,382.00	0.00	1,065,144.00	309,238.00
2110-111-04-0000	SALARY ELEM TCHR-1 HARBOR	1,701,076.00	0.00	1,701,076.00	0.00	1,544,230.00	156,846.00
2110-112-02-0000	SALARY ELEMENTARY TCHRS 6	810,897.00	0.00	810,897.00	0.00	704,483.00	106,414.00
2110-112-03-0000	SALARY ELEM TCHRS 3-5 MAN	1,849,072.00	0.00	1,849,072.00	0.00	1,745,730.16	103,341.84
2110-112-04-0000	SALARY ELEM TCHR 3-5 HARB	2,001,615.00	0.00	2,001,615.00	0.00	1,917,699.00	83,916.00
2110-113-03-1200	SALARY ELEM REMED RD MAN	429,750.00	0.00	429,750.00	0.00	429,750.00	0.00
2110-113-04-1200	SALARY ELEM REMED RD HARB	698,133.00	0.00	698,133.00	0.00	698,133.00	0.00
2110-114-01-0000	SALARY SECONDARY TCHRS HS	6,209,823.00	0.00	6,209,823.00	0.00	5,868,498.59	341,324.41
2110-114-02-0000	SALARY SECONDARY TCHRS MS	3,640,651.00	0.00	3,640,651.00	0.00	3,360,008.00	280,643.00
2110-115-00-0000	EDUCATIONAL SUPPORT SERV	0.00	0.00	0.00	8,914.71	0.00	-8,914.71
2110-115-01-0000	EDUC SUPPORT SERV HS	132,635.00	0.00	132,635.00	0.00	132,635.00	0.00
2110-115-02-0000	EDUC SUPPORT SERV MS	141,674.00	0.00	141,674.00	0.00	141,674.00	0.00
2110-115-03-0000	EDUC SUPP SERV MANOR	583,455.00	0.00	583,455.00	0.00	548,309.00	35,146.00
2110-115-04-0000	EDUC SUPP SERV HARBOR	493,698.00	0.00	493,698.00	0.00	501,055.90	-7,357.90
2110-116-02-1200	SALARY SEC REMEDIAL MS	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
2110-138-00-0000	SALARY HOME TEACHING	54,005.00	0.00	54,005.00	0.00	4,055.00	49,950.00
2110-140-01-0000	PER DIEM/CLASS COV HS	100,000.00	0.00	100,000.00	0.00	0.00	100,000.00
2110-140-01-3600	SALARY SUB TEACHER HS	212,120.00	0.00	212,120.00	0.00	156,000.00	56,120.00
2110-140-02-0000	PER DIEM/CLASS COV MS	80,000.00	0.00	80,000.00	0.00	0.00	80,000.00
2110-140-02-3600	SALARY SUB TEACHER MS	133,320.00	0.00	133,320.00	0.00	40,000.00	93,320.00
2110-140-03-0000	PER DIEM/CLASS COV MANOR	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
2110-140-03-3600	SALARY SUB TEACHER MANOR	81,600.00	0.00	81,600.00	0.00	40,000.00	41,600.00
2110-140-04-0000	PER DIEM/CLASS COV HARBOR	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
2110-140-04-3600	SALARY SUB TEACHER HARBOR	81,600.00	0.00	81,600.00	0.00	80,000.00	1,600.00
2110-158-00-0000	SALARY RETIREMENT & SICK	160,000.00	0.00	160,000.00	0.00	0.00	160,000.00
2110-163-01-0000	SALARY NONINST-CLASS HS	21,531.00	0.00	21,531.00	0.00	21,531.00	0.00
2110-163-02-0000	SALARY NONINST-CLASS MS	20,831.00	0.00	20,831.00	764.40	20,066.60	0.00
2110-165-01-0000	SALARY NONINST.AIDES HS	251,179.00	0.00	251,179.00	0.00	220,579.00	30,600.00
2110-165-02-0000	SALARY NONINST.AIDES MS	31,365.00	0.00	31,365.00	0.00	16,065.00	15,300.00
2110-165-03-0000	SALARY NONINST.AIDES MAN	140,371.00	0.00	140,371.00	0.00	123,541.00	16,830.00
2110-165-04-0000	SALARY NONINST.AIDES HAR	176,063.00	0.00	176,063.00	0.00	123,193.00	52,870.00
2110-185-00-0000	SALARY CLERICAL OVERTIME	65,000.00	0.00	65,000.00	757.30	0.00	64,242.70
2110-201-01-5200	EQUIPMENT HS MATH	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
2110-201-01-5300	EQUIPMENT HS ART	8,722.00	0.00	8,722.00	0.00	0.00	8,722.00
2110-201-01-5500	EQUIPMENT HS SCIENCE	12,000.00	0.00	12,000.00	0.00	0.00	12,000.00
2110-201-01-5600	EQUIPMENT HS MUSIC	7,816.00	0.00	7,816.00	0.00	2,680.14	5,135.86
2110-201-01-5900	EQUIPMENT HS TECH ED	3,200.00	0.00	3,200.00	0.00	0.00	3,200.00
2110-201-02-0000	EQUIPMENT MS	18,170.00	0.00	18,170.00	1,500.00	6,570.62	10,099.38

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-201-02-5600	EQUIPMENT MS MUSIC	9,500.00	0.00	9,500.00	0.00	7,695.00	1,805.00
2110-201-03-5600	EQUIPMENT MANOR MUSIC	4,036.00	0.00	4,036.00	0.00	0.00	4,036.00
2110-201-04-0000	EQUIPMENT HARBOR	4,465.00	0.00	4,465.00	505.56	2,309.05	1,650.39
2110-201-04-5600	EQUIPMENT HRBR MUSIC	14,412.00	0.00	14,412.00	0.00	8,451.46	5,960.54
2110-203-01-6800	EQUIPMENT ETC HS	5,000.00	0.00	5,000.00	0.00	712.00	4,288.00
2110-203-02-0000	MAPS, GLOBES & CHARTS MS	9,000.00	0.00	9,000.00	0.00	8,000.00	1,000.00
2110-203-03-5700	EQUIP PHYS EDUC MANOR	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2110-211-03-0000	FURNITURE MANOR	2,000.00	0.00	2,000.00	0.00	529.76	1,470.24
2110-402-00-5600	REPAIRS DISTRICT MUSIC	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2110-402-01-0000	REPAIRS TEACHING HS	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00
2110-402-02-0000	REPAIRS TEACHING MS	1,900.00	0.00	1,900.00	0.00	750.00	1,150.00
2110-406-00-5600	MUSIC COMPETITION	7,000.00	0.00	7,000.00	0.00	150.00	6,850.00
2110-406-01-5500	SCIENCE RES AND COMP	8,055.00	0.00	8,055.00	0.00	0.00	8,055.00
2110-406-01-5501	Student Competitions	16,070.00	0.00	16,070.00	0.00	8,080.00	7,990.00
2110-407-01-0000	POSTAGE HS	3,500.00	0.00	3,500.00	2,000.00	1,000.00	500.00
2110-407-02-0000	POSTAGE MS	4,500.00	0.00	4,500.00	0.00	3,500.00	1,000.00
2110-407-03-0000	POSTAGE MANOR	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2110-407-04-0000	POSTAGE HARBOR	2,000.00	0.00	2,000.00	2,000.00	0.00	0.00
2110-440-00-0000	TUITION DISTRICT TEACHING	16,000.00	0.00	16,000.00	0.00	4,899.00	11,101.00
2110-451-00-0000	TUTORING CONTRACTS DISTRI	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
2110-451-01-0000	CONTRACTS HS	17,900.00	0.00	17,900.00	5,199.00	2,654.00	10,047.00
2110-451-01-5600	CONTRACTS HS MUSIC ACCOMP	12,000.00	0.00	12,000.00	0.00	0.00	12,000.00
2110-451-01-6700	CONTRACTS EMS HS	44,780.00	0.00	44,780.00	0.00	0.00	44,780.00
2110-451-01-6800	CONTRACTS ETC HS	136,800.00	0.00	136,800.00	0.00	0.00	136,800.00
2110-451-02-5600	CONTRACTS MS MUSIC ACCOMP	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
2110-451-03-0000	CONTRACTS TEACHING MANOR	4,415.00	0.00	4,415.00	0.00	0.00	4,415.00
2110-451-03-5600	CONTRACTS MANOR MUSIC ACC	600.00	0.00	600.00	0.00	0.00	600.00
2110-451-04-0000	CONTRACTS TEACHING HARBOR	6,450.00	0.00	6,450.00	100.00	0.00	6,350.00
2110-451-04-5600	CONTRACTS HARBOR MUS ACCO	600.00	0.00	600.00	0.00	0.00	600.00
2110-480-02-0000	HANDBOOKS MS	1,925.00	0.00	1,925.00	0.00	1,787.50	137.50
2110-481-00-0000	TEXTBOOKS DISTRICT WIDE	83,240.00	0.00	83,240.00	0.00	0.00	83,240.00
2110-481-01-5100	TEXTBOOKS HS ENGLISH	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
2110-481-01-5200	TEXTBOOKS HS MATH	2,250.00	0.00	2,250.00	0.00	0.00	2,250.00
2110-481-01-5500	TEXTBOOKS HS SCIENCE	14,000.00	0.00	14,000.00	0.00	0.00	14,000.00
2110-481-01-5600	TEXTBOOKS HS MUSIC	1,500.00	0.00	1,500.00	0.00	146.49	1,353.51
2110-481-01-6300	TEXTBOOKS HS FOREIGN LANG	250.00	0.00	250.00	0.00	0.00	250.00
2110-481-01-6700	TEXTBOOKS EMS HS	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
2110-481-02-0000	WKBOOKS/TXTBOOKS MS	26,774.00	0.00	26,774.00	0.00	330.00	26,444.00
2110-481-02-5600	TEXTBOOKS MS MUSIC	1,800.00	0.00	1,800.00	0.00	1,010.02	789.98

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-481-03-0000	TEXTBOOKS/WKBKS MANOR	26,664.00	0.00	26,664.00	0.00	20,848.80	5,815.20
2110-481-03-5600	TEXTBOOKS MANOR MUSIC	1,000.00	0.00	1,000.00	0.00	610.01	389.99
2110-481-04-0000	TEXTBOOKS/WKBOOKS HARBOR	42,941.00	6,424.92	49,365.92	11,598.92	27,738.76	10,028.24
2110-481-04-5600	TEXTBOOKS HARBOR MUSIC	1,000.00	0.00	1,000.00	0.00	607.63	392.37
2110-481-05-0000	TEXTBOOKS/WORKBOOKS PAROC	0.00	35,000.00	35,000.00	23,949.19	11,050.81	0.00
2110-484-02-0000	PERIODICALS MS	1,690.00	0.00	1,690.00	0.00	0.00	1,690.00
2110-484-03-0000	PERIODICALS MANOR	2,000.00	0.00	2,000.00	0.00	130.00	1,870.00
2110-484-04-0000	PERIODICALS HARBOR	7,966.00	0.00	7,966.00	65.00	250.00	7,651.00
2110-485-02-0000	REFERENCE BOOKS MS	750.00	0.00	750.00	0.00	0.00	750.00
2110-485-04-0000	REFERENCE BOOKS HARBOR	900.00	0.00	900.00	0.00	0.00	900.00
2110-490-00-0000	BOCES TEACHING REG SCHOOL	253,260.00	0.00	253,260.00	0.00	253,260.00	0.00
2110-490-00-1500	BOCES ARTS IN EDUCATION	35,000.00	0.00	35,000.00	0.00	35,000.00	0.00
2110-501-01-5100	SUPPLIES HS ENGLISH	500.00	0.00	500.00	0.00	0.00	500.00
2110-501-01-5200	SUPPLIES HS MATH	4,517.00	0.00	4,517.00	0.00	0.00	4,517.00
2110-501-01-5300	SUPPLIES ART HS	19,000.00	0.00	19,000.00	0.00	17,525.73	1,474.27
2110-501-01-5500	SUPPLIES SCIENCE HS	19,500.00	0.00	19,500.00	0.00	17,415.11	2,084.89
2110-501-01-5600	SUPPLIES MUSIC HS	13,500.00	0.00	13,500.00	0.00	7,723.43	5,776.57
2110-501-01-5700	SUPPLIES PHYS EDUC HS	3,200.00	0.00	3,200.00	0.00	3,139.58	60.42
2110-501-01-5900	SUPPLIES HS TECH ED	16,000.00	0.00	16,000.00	0.00	8,333.60	7,666.40
2110-501-01-6000	SUPPLIES HEALTH HS	600.00	0.00	600.00	0.00	0.00	600.00
2110-501-01-6700	SUPPLIES EMS HS	1,500.00	0.00	1,500.00	367.68	0.00	1,132.32
2110-501-01-6800	SUPPLIES ETC HS	13,000.00	0.00	13,000.00	0.00	0.00	13,000.00
2110-501-02-0000	SUPPLIES OTHER TCHNG MS	870.00	0.00	870.00	0.00	0.00	870.00
2110-501-02-5300	SUPPLIES ART MS	9,240.00	0.00	9,240.00	0.00	6,760.06	2,479.94
2110-501-02-5500	SUPPLIES SCIENCE MS	9,192.00	0.00	9,192.00	411.11	8,226.62	554.27
2110-501-02-5600	SUPPLIES MUSIC MS	6,000.00	0.00	6,000.00	0.00	4,085.82	1,914.18
2110-501-02-5700	SUPPLIES PHYS ED MS	4,840.00	0.00	4,840.00	0.00	4,275.23	564.77
2110-501-03-0000	SUPPLIES TEACHING MANOR	7,260.00	0.00	7,260.00	0.00	0.00	7,260.00
2110-501-03-5300	SUPPLIES ART MANOR	5,000.00	0.00	5,000.00	277.47	4,719.93	2.60
2110-501-03-5500	SUPPLIES SCIENCE MANOR	1,500.00	0.00	1,500.00	0.00	146.29	1,353.71
2110-501-03-5600	SUPPLIES MUSIC MANOR	6,100.00	0.00	6,100.00	0.00	2,319.07	3,780.93
2110-501-03-5700	SUPPLIES PHYS EDUC MANOR	2,000.00	0.00	2,000.00	194.26	1,060.96	744.78
2110-501-03-6100	SUPPLIES READING MANOR	5,000.00	0.00	5,000.00	125.00	287.96	4,587.04
2110-501-03-6300	SUPPLIES LIFT MANOR	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
2110-501-03-6600	SUPPLIES ENL MANOR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2110-501-04-0000	SUPPLIES TEACHING HARBOR	4,000.00	0.00	4,000.00	0.00	961.01	3,038.99
2110-501-04-5300	SUPPLIES ART HARBOR	5,000.00	0.00	5,000.00	0.00	4,892.04	107.96
2110-501-04-5500	SUPPLIES SCIENCE HARBOR	4,195.00	0.00	4,195.00	632.69	482.15	3,080.16

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-501-04-5600	SUPPLIES MUSIC HARBOR	6,100.00	0.00	6,100.00	0.00	648.83	5,451.17
2110-501-04-5700	SUPPLIES PHYS EDUC HARBOR	0.00	0.00	0.00	0.00	1,660.63	-1,660.63
2110-501-04-6000	SUPPLIES NURSE HARBOR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2110-501-04-6100	SUPPLIES READING HARBOR	8,091.00	0.00	8,091.00	658.68	2,079.35	5,352.97
2110-501-04-6300	SUPPLIES LIFT HARBOR	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
2110-501-04-6600	SUPPLIES ENL HARBOR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2110-520-01-0000	SUPPLIES GRADUATION HS	27,000.00	0.00	27,000.00	0.00	7,200.00	19,800.00
2250-117-02-0000	SALARY ELEM SPEC ED MS	577,824.00	0.00	577,824.00	0.00	472,669.84	105,154.16
2250-117-03-0000	SALARY ELEM SPEC ED MANOR	1,278,021.00	0.00	1,278,021.00	0.00	1,283,524.00	-5,503.00
2250-117-04-0000	SALARY ELEM SPEC ED HARB	840,400.00	0.00	840,400.00	0.00	840,400.00	0.00
2250-117-05-0000	SALARY ELEM SPEC ED PAROC	287,649.00	0.00	287,649.00	0.00	287,649.00	0.00
2250-118-01-0000	SALARY SECONDSPEC ED HS	1,423,740.00	0.00	1,423,740.00	0.00	1,096,911.85	326,828.15
2250-118-02-0000	SALARY SECONDSPEC ED MS	951,505.00	0.00	951,505.00	0.00	1,042,761.00	-91,256.00
2250-150-00-0000	SALARY DIRECTOR OF SP ED	522,205.00	0.00	522,205.00	39,459.53	495,512.18	-12,766.71
2250-160-00-0000	SALARY CLERICAL SPEC ED	199,756.00	0.00	199,756.00	4,716.54	60,099.46	134,940.00
2250-166-01-0000	SALARY SP ED CLASS AID HS	271,403.00	0.00	271,403.00	0.00	250,421.00	20,982.00
2250-166-02-0000	SALARY SP ED CLASS AID MS	297,282.00	0.00	297,282.00	0.00	276,342.60	20,939.40
2250-166-03-0000	SALARY SP ED CLASS AID MN	1,209,452.00	0.00	1,209,452.00	906.10	1,207,959.00	586.90
2250-166-04-0000	SALARY SP ED CLASS AID HB	387,682.00	0.00	387,682.00	0.00	382,751.00	4,931.00
2250-203-00-0000	EQUIPMENT SPECIAL ED	18,080.00	11,540.13	29,620.13	0.00	11,540.13	18,080.00
2250-211-00-0000	FURNITURE SPECIAL ED	4,425.00	0.00	4,425.00	0.00	0.00	4,425.00
2250-401-00-0000	TRAVEL CONF SPEC ED	12,475.00	0.00	12,475.00	0.00	0.00	12,475.00
2250-407-00-0000	POSTAGE SPECIAL EDUCATION	5,900.00	0.00	5,900.00	0.00	0.00	5,900.00
2250-421-00-0000	CONTRACTS SPECIAL ED	1,195,555.00	1,447.50	1,197,002.50	0.00	1,042,901.00	154,101.50
2250-421-05-0000	CONTRACTS SPEC ED NONPUB	71,526.00	0.00	71,526.00	0.00	0.00	71,526.00
2250-471-00-0000	TUITION OUT OF DISTRICT	1,082,817.00	0.00	1,082,817.00	0.00	656,384.00	426,433.00
2250-481-00-0000	TEXTBOOKS/WKBOOKS SPEC ED	20,960.00	0.00	20,960.00	0.00	0.00	20,960.00
2250-484-00-0000	PERIODICALS SPECIAL ED	245.00	0.00	245.00	0.00	0.00	245.00
2250-485-00-0000	REFERENCE BOOKS SPEC ED	450.00	0.00	450.00	0.00	0.00	450.00
2250-490-00-0000	BOCES TUITION SPECIAL ED	1,612,459.00	0.00	1,612,459.00	0.00	1,612,459.00	0.00
2250-501-00-0000	SUPPLIES SPECIAL ED	25,535.00	1,344.12	26,879.12	79.85	9,189.32	17,609.95
2250-513-00-0000	TESTING SUPPLIES SPEC ED	27,985.00	0.00	27,985.00	0.00	0.00	27,985.00
2280-114-01-0000	SALARY TECH ED HS	231,089.00	0.00	231,089.00	0.00	231,089.00	0.00
2280-114-02-0000	SALARY TECH ED MS	213,278.00	0.00	213,278.00	0.00	213,278.00	0.00
2280-201-02-0000	EQUIPMENT TECH MS	5,500.00	0.00	5,500.00	0.00	108.00	5,392.00
2280-402-01-0000	REPAIRS TECH ED HS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2280-402-02-0000	REPAIRS TECH ED MS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2280-451-01-0000	CONTRACTS TECH ED	500.00	0.00	500.00	0.00	0.00	500.00
2280-490-01-0000	BOCES TUITION TECH ED HS	250,000.00	0.00	250,000.00	0.00	250,000.00	0.00

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2280-501-01-5800	SUPPLIES BUSINESS ED HS	300.00	0.00	300.00	0.00	0.00	300.00
2280-501-02-0000	SUPPLIES TECH ED MS	8,300.00	0.00	8,300.00	0.00	0.00	8,300.00
2280-501-02-5800	SUPPLIES HOME ECONOMIC MS	10,000.00	0.00	10,000.00	0.00	8,192.08	1,807.92
2330-135-00-3800	SALARY SUMM SCHOOL TEACH	36,000.00	0.00	36,000.00	18,031.14	0.00	17,968.86
2330-142-00-4000	SALARY DRIVERS ED INSTRUC	25,911.00	0.00	25,911.00	1,993.16	23,917.84	0.00
2330-163-00-4000	SALARY DRIVER ED CLERICAL	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
2330-501-00-3800	SUPPLIES SUMMER SCHOOL	750.00	0.00	750.00	0.00	0.00	750.00
2330-501-00-4000	SUPPLIES DRIVER EDUCATION	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2610-119-03-0000	SALARY ELEM SCH LIBR MN	0.00	0.00	0.00	0.00	117,965.00	-117,965.00
2610-119-04-0000	SALARY ELEM SCH LIBR HB	127,137.00	0.00	127,137.00	0.00	0.00	127,137.00
2610-120-01-0000	SALARY SECOND SCH LIBR HS	147,803.00	0.00	147,803.00	0.00	147,803.00	0.00
2610-120-02-0000	SALARY SECOND SCH LIBR MS	117,965.00	0.00	117,965.00	0.00	127,137.00	-9,172.00
2610-166-01-0000	SCH LIB INST AIDES HS	21,531.00	0.00	21,531.00	0.00	21,531.00	0.00
2610-166-02-0000	SCH LIB INST AIDES MS	20,831.00	0.00	20,831.00	0.00	20,831.00	0.00
2610-166-03-0000	SCH LIB INST AIDES MANOR	21,406.00	0.00	21,406.00	0.00	21,406.00	0.00
2610-166-04-0000	SCH LIB INST AIDES HARBOR	31,878.00	0.00	31,878.00	0.00	31,878.00	0.00
2610-451-00-0000	CONTRACTS LIBRARY	8,000.00	0.00	8,000.00	0.00	3,024.93	4,975.07
2610-451-01-0000	CONTRACTS LIBRARY HS	3,000.00	0.00	3,000.00	0.00	2,096.53	903.47
2610-451-02-0000	CONTRACTS LIBRARY MS	2,200.00	0.00	2,200.00	0.00	1,827.53	372.47
2610-451-03-0000	CONTRACTS LIBRARY MANOR	2,200.00	0.00	2,200.00	0.00	1,827.53	372.47
2610-451-04-0000	CONTRACTS LIBRARY HARBOR	2,200.00	0.00	2,200.00	0.00	1,827.53	372.47
2610-484-01-0000	PERIODICALS LIBRARY HS	5,000.00	0.00	5,000.00	0.00	4,729.75	270.25
2610-484-02-0000	PERIODICALS LIBRARY MS	3,500.00	0.00	3,500.00	0.00	0.00	3,500.00
2610-484-03-0000	PERIODICALS LIBRARY MANOR	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-484-04-0000	PERIODICALS LIBRARY HARBO	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-485-01-0000	REFERENCE BOOKS HS	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-485-02-0000	REFERENCE BOOKS MS	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-485-03-0000	REFERENCE BOOKS MANOR	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-485-04-0000	REFERENCE BOOKS HARBOR	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-486-01-0000	LIBRARY BOOKS HS	10,000.00	0.00	10,000.00	0.00	1,500.00	8,500.00
2610-486-02-0000	LIBRARY BOOKS MS	10,000.00	0.00	10,000.00	0.00	2,090.70	7,909.30
2610-486-03-0000	LIBRARY BOOKS MANOR	6,500.00	0.00	6,500.00	0.00	1,750.89	4,749.11
2610-486-04-0000	LIBRARY BOOKS HARBOR	7,000.00	0.00	7,000.00	0.00	1,780.05	5,219.95
2610-490-00-0000	BOCES LIBRARY & AUDIO	55,000.00	0.00	55,000.00	0.00	55,000.00	0.00
2610-501-01-0000	SUPPLIES LIBRARY HS	4,000.00	0.00	4,000.00	0.00	3,106.22	893.78
2610-501-02-0000	SUPPLIES LIBRARY MS	3,500.00	0.00	3,500.00	0.00	37.27	3,462.73
2610-501-03-0000	SUPPLIES LIBRARY MANOR	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
2610-501-04-0000	SUPPLIES LIBRARY HARBOR	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2620-201-01-0000	EQUIPMENT AUDIO VISU	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
2620-201-02-0000	EQUIPMENT AV MS	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
2620-501-00-0000	SUPPLIES AV/DIGITAL DW	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
2620-501-01-0000	SUPPLIES AV/DIGITAL HS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2620-501-02-0000	SUPPLIES AV/DIGITAL MS	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
2620-501-03-0000	SUPPLIES AV/DIGITAL MANOR	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
2620-501-04-0000	SUPPLIES AV/DIGITAL HARBO	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
2630-150-00-0000	DIRECTOR OF TECHNOLOGY	117,300.00	0.00	117,300.00	9,076.92	108,923.08	-700.00
2630-160-00-0000	TECHNOLOGY - CLERICAL	103,278.00	0.00	103,278.00	7,554.86	40,296.00	55,427.14
2630-200-00-0000	EQUIPMENT COMPUTERS	25,550.00	7,430.00	32,980.00	7,430.00	2,200.00	23,350.00
2630-200-05-0000	EQUIPMENT COMP NON-PUBLIC	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
2630-220-05-0000	COMPUTER HARDWARE NON-PUB	10,274.00	0.00	10,274.00	0.00	0.00	10,274.00
2630-401-00-0000	TRAVEL-EDUCATIONAL TECH	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2630-403-00-0000	REPAIRS COMPUTER	1,500.00	0.00	1,500.00	1,295.00	0.00	205.00
2630-449-00-0000	CONTRACTS-COMPUTER SERVIC	9,050.00	0.00	9,050.00	3,637.97	3,458.01	1,954.02
2630-455-00-0000	COMPUTER SOFTWARE DISTRIC	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2630-455-05-0000	COMPUTER SOFTWARE NONPUBL	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
2630-490-00-0000	BOCES - COMPUTER ASSISTED	2,525,196.00	0.00	2,525,196.00	0.00	2,525,196.00	0.00
2630-501-00-8000	COPIER CENTER SUPPLIES	165,000.00	0.00	165,000.00	3,053.00	161,947.00	0.00
2630-512-00-0000	COMPUTER SUPPLIES DW	20,400.00	0.00	20,400.00	9.85	8,632.90	11,757.25
2630-512-02-0000	COMPUTER SUPPLIES MS	0.00	0.00	0.00	0.00	998.88	-998.88
2805-160-01-0000	SALARY ATT CLER HS	59,993.00	0.00	59,993.00	1,726.00	57,090.00	1,177.00
2805-160-02-0000	SALARY ATT CLER MS	40,529.00	0.00	40,529.00	0.00	39,754.00	775.00
2810-136-01-0000	SALARY GUIDANCE HS	517,410.00	0.00	517,410.00	0.00	517,410.00	0.00
2810-136-02-0000	SALARY GUIDANCE MS	199,760.00	0.00	199,760.00	0.00	203,439.00	-3,679.00
2810-162-01-0000	SALARY SECR GUIDANCE HS	89,896.00	0.00	89,896.00	6,779.46	81,353.54	1,763.00
2810-168-02-0000	SALARY CLER GUIDANCE MS	46,597.00	0.00	46,597.00	3,514.08	42,168.92	914.00
2810-485-03-0000	REFERENCE GUIDANCE MANOR	500.00	0.00	500.00	0.00	0.00	500.00
2810-490-00-0000	BOCES GUIDANCE	28,000.00	0.00	28,000.00	0.00	28,000.00	0.00
2810-501-03-0000	SUPPLIES GUIDANCE MANOR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2810-501-04-0000	SUPPLIES GUIDANCE HARBOR	500.00	0.00	500.00	0.00	0.00	500.00
2815-137-00-0000	SALARY SCHOOL NURSES	194,974.00	0.00	194,974.00	3,290.00	191,176.00	508.00
2815-137-00-0010	SALARY SCHOOL NURSES OT	65,000.00	0.00	65,000.00	0.00	0.00	65,000.00
2815-137-01-0000	SALARY SCHOOL NURSES HS	69,659.00	0.00	69,659.00	0.00	69,659.00	0.00
2815-137-02-0000	SALARY SCHOOL NURSES MS	77,850.00	0.00	77,850.00	542.23	77,850.00	-542.23
2815-137-03-0000	SALARY SCH NURSES MANOR	69,659.00	0.00	69,659.00	0.00	69,659.00	0.00
2815-137-04-0000	SALARY SCH NURSES HARBOR	67,205.00	0.00	67,205.00	0.00	65,306.00	1,899.00
2815-137-05-0000	SALARY SCH NURSES PAROCH	77,323.00	0.00	77,323.00	0.00	77,323.00	0.00
2815-440-00-0000	CONTRACTS HEALTH SERVICES	151,000.00	0.00	151,000.00	0.00	1,612.00	149,388.00

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2815-490-00-0000	BOCES HEALTH SERVICES	15,000.00	0.00	15,000.00	0.00	15,000.00	0.00
2815-501-01-0000	SUPPLIES NURSE HS	1,500.00	0.00	1,500.00	0.00	1,257.62	242.38
2815-501-02-0000	SUPPLIES NURSE MS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2815-501-03-0000	SUPPLIES NURSE MANOR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2815-501-04-0000	SUPPLIES NURSE HARBOR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2815-501-05-0000	SUPPLIES NURSE NON PUBLIC	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
2820-121-00-0000	SALARY PSYCHOLOGISTS	0.00	0.00	0.00	8,309.24	0.00	-8,309.24
2820-121-01-0000	SALARY PSYCHOLOGISTS HS	185,806.00	0.00	185,806.00	0.00	212,813.70	-27,007.70
2820-121-02-0000	SALARY PSYCHOLOGISTS MS	95,112.00	0.00	95,112.00	0.00	97,974.00	-2,862.00
2820-121-03-0000	SALARY PSYCHOLOGIST MANOR	248,594.00	0.00	248,594.00	0.00	124,018.00	124,576.00
2820-121-04-0000	SALARY PSYCH HARBOR	190,252.00	0.00	190,252.00	0.00	91,915.00	98,337.00
2820-121-05-0000	SALARY PSYCH ST WILL	283,860.00	0.00	283,860.00	0.00	283,860.00	0.00
2820-451-00-0000	CONTRACTS PSYCHOLOGY	30,600.00	0.00	30,600.00	0.00	0.00	30,600.00
2825-122-00-0000	SALARY SOCIAL WORKERS	0.00	0.00	0.00	1,683.45	0.00	-1,683.45
2825-122-01-0000	SALARY SOCIAL WORKERS HS	132,635.00	0.00	132,635.00	0.00	132,635.00	0.00
2825-122-02-0000	SALARY SOCIAL WORKERS MS	103,295.00	0.00	103,295.00	0.00	103,295.00	0.00
2825-122-03-0000	SALARY SOC WORKER MANOR	108,244.00	0.00	108,244.00	0.00	108,244.00	0.00
2825-122-04-0000	SALARY SOC WORKER HARBOR	85,755.00	0.00	85,755.00	0.00	85,755.00	0.00
2825-122-05-0000	SALARY SOCIAL WRK ST WILL	77,052.00	0.00	77,052.00	0.00	0.00	77,052.00
2850-132-01-0000	SALARY SUPERVISION HS	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
2850-132-01-3600	SALARY COCURRIC HS	185,897.00	0.00	185,897.00	0.00	0.00	185,897.00
2850-132-02-0000	SALARY SUPERVISION MS	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
2850-132-02-3600	SALARY COCURRIC MS	57,438.00	0.00	57,438.00	0.00	0.00	57,438.00
2850-132-03-0000	SALARY SUPERVISION MNR	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2850-132-03-3600	SALARY COCURRIC MNR	19,748.00	0.00	19,748.00	0.00	0.00	19,748.00
2850-132-04-0000	SALARY SUPERVISION HRB	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00
2850-132-04-3600	SALARY COCURRIC HRB	19,748.00	0.00	19,748.00	0.00	0.00	19,748.00
2855-133-01-0000	SALARY COACH INTERSCH HS	405,927.00	0.00	405,927.00	0.00	26,013.00	379,914.00
2855-133-02-0000	SALARY COACH INTERSCH MS	141,261.00	0.00	141,261.00	0.00	0.00	141,261.00
2855-147-00-0000	SALARY INTRSCHL ACTIVITIE	85,000.00	0.00	85,000.00	0.00	0.00	85,000.00
2855-150-00-0000	SALARY ATHLETIC DIRECTOR	182,356.00	0.00	182,356.00	14,027.38	168,328.62	0.00
2855-401-00-0000	TRAVEL CONFERENCE	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
2855-402-00-0000	REPAIRS INTERSCHOLASTIC	27,400.00	0.00	27,400.00	0.00	0.00	27,400.00
2855-406-01-0000	OTHER INTERSCHO EXP HS	40,670.00	0.00	40,670.00	300.00	100.00	40,270.00
2855-406-02-0000	OTHER INTERSCHO EXP MS	2,800.00	0.00	2,800.00	0.00	0.00	2,800.00
2855-451-01-0000	CONTRACTS ATHLETICS HS	50,430.00	0.00	50,430.00	2,000.55	0.00	48,429.45
2855-451-02-0000	CONTRACTS ATHLETICS MS	825.00	0.00	825.00	0.00	0.00	825.00
2855-484-00-0000	PERIODICALS INTERSCHOLAST	200.00	0.00	200.00	0.00	0.00	200.00

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2855-490-00-0000	BOCES SERVICES INTERSCHOL	122,140.00	0.00	122,140.00	0.00	122,140.00	0.00
2855-501-00-0000	SUPPLIES INTERSCHOLASTIC	0.00	0.00	0.00	0.00	0.00	0.00
2855-501-01-0000	SUPPLIES INTERSCHOL HS	37,300.00	4,000.00	41,300.00	0.00	39,427.05	1,872.95
2855-501-02-0000	SUPPLIES INTERSCHOL MS	10,500.00	-4,000.00	6,500.00	0.00	4,619.82	1,880.18
2855-504-01-0000	ATHLETICS UNIFORMS HS	22,395.00	0.00	22,395.00	10,260.00	8,913.80	3,221.20
2855-504-02-0000	ATHLETICS UNIFORMS MS	11,958.00	0.00	11,958.00	4,518.00	4,154.00	3,286.00
5510-162-00-0000	SALARY TRANSP CLERICAL	96,648.00	0.00	96,648.00	7,100.16	87,701.84	1,846.00
5510-178-00-0000	SALARY SPVSR PUPIL TRANS.	127,449.00	0.00	127,449.00	9,611.54	115,338.46	2,499.00
5510-400-00-0000	TRANSPORTATION CONTRACT	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
5510-501-00-0000	SUPPLIES TRANSPORTATION	1,500.00	0.00	1,500.00	375.00	0.00	1,125.00
5540-441-00-0000	CONTRACTS PUPIL TRANSPORT	4,404,000.00	0.00	4,404,000.00	1,300.00	4,298,000.00	104,700.00
5540-490-00-0000	TRANSPORTATION BOCES	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00
5541-436-00-0000	TRANSPORTATION ATHLETICS	275,000.00	0.00	275,000.00	0.00	0.00	275,000.00
5541-445-01-0000	TRANSP FIELD TRIP HS	36,500.00	0.00	36,500.00	0.00	25,000.00	11,500.00
5541-445-02-0000	TRANSP FIELD TRIP MS	19,600.00	0.00	19,600.00	0.00	0.00	19,600.00
5541-445-03-0000	TRANSP FIELD TRIP MANOR	4,000.00	0.00	4,000.00	100.00	0.00	3,900.00
5541-445-04-0000	TRANSP FIELD TRIP HARBOR	5,614.00	0.00	5,614.00	0.00	0.00	5,614.00
8070-163-00-0000	SALARY P/T BOOKROOM AIDES	20,000.00	0.00	20,000.00	868.14	0.00	19,131.86
9010-801-00-0000	BENEFITS ERS	1,000,000.00	0.00	1,000,000.00	53,809.16	1,123,345.35	-177,154.51
9020-802-00-0000	BENEFITS TRS	3,200,000.00	0.00	3,200,000.00	27,214.86	2,523,411.64	649,373.50
9030-803-00-0000	BENEFITS FICA	3,311,294.00	0.00	3,311,294.00	52,152.22	2,993,964.20	265,177.58
9040-804-00-0000	BENEFITS WORKERS COMP	321,000.00	0.00	321,000.00	45,018.56	271,489.71	4,491.73
9045-805-00-0000	BENEFITS LIFE INSURANCE	3,500.00	0.00	3,500.00	417.38	1,250.00	1,832.62
9050-806-00-0000	BENEFITS UNEMPLOYMENT	25,000.00	0.00	25,000.00	0.00	20,000.00	5,000.00
9055-807-00-0000	BENEFITS DISABILITY INS	91,000.00	0.00	91,000.00	4,809.69	55,190.31	31,000.00
9060-808-00-0000	BENEFITS HEALTH INSURANCE	12,324,000.00	0.00	12,324,000.00	1,809,822.14	10,461,162.77	53,015.09
9060-808-00-PAYR	BENEFITS DECLINATIONS	240,824.00	0.00	240,824.00	0.00	0.00	240,824.00
9065-809-00-0000	BENEFITS DENTAL & OPTICAL	410,000.00	0.00	410,000.00	46,150.61	259,856.69	103,992.70
9090-810-00-0000	COMPENSATED ABSENCES	275,000.00	0.00	275,000.00	25,000.00	0.00	250,000.00
9760-702-00-0000	INTEREST TAX ANTICIPATION	170,000.00	0.00	170,000.00	0.00	0.00	170,000.00
9901-950-00-0000	TRANSFER SPECIAL AID FUND	70,000.00	0.00	70,000.00	0.00	0.00	70,000.00
9901-970-00-0000	TRANSFER TO DEBT SERVICE	1,320,250.00	0.00	1,320,250.00	0.00	0.00	1,320,250.00
9950-901-00-0000	TRANSFER TO CAPITAL FUND	920,000.00	0.00	920,000.00	0.00	0.00	920,000.00
Total GENERAL FUND		**86,302,965.00**	**172,454.25**	**86,475,419.25**	**3,404,656.35**	**71,156,257.62**	**11,914,505.28**

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: C SCHOOL LUNCH FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2860-200-00	Equipment for Cafeteria	20,000.00	10,700.00	30,700.00	0.00	20,845.61	9,854.39
2860-400-00	Repair of Equipment	45,000.00	3,697.73	48,697.73	0.00	8,109.73	40,588.00
2860-401-00	Other Exp-Warehouse Fee	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2860-402-00	Sales Meals Served	1,160,000.00	0.00	1,160,000.00	0.00	638,000.00	522,000.00
2860-408-00	Reimbursement Food lost	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2860-409-00	Surplus Food	18,000.00	0.00	18,000.00	0.00	0.00	18,000.00
2860-501-00	Other Supplies	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
9901-960-00	Interfund Transf to G/F	70,000.00	0.00	70,000.00	0.00	0.00	70,000.00
Total SCHOOL LUNCH FUND		**1,324,000.00**	**14,397.73**	**1,338,397.73**	**0.00**	**666,955.34**	**671,442.39**

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: F SPECIAL AID FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-400-26TTL2	TITLE 2- PURCH SVCS	6,547.00	0.00	6,547.00	0.00	1,450.00	5,097.00
2110-400-26TTL4	TITLE 4- PURCH SVCS	237.00	0.00	237.00	0.00	0.00	237.00
2110-501-26TTL1	TITLE 1 - SUPPLIES	200.00	0.00	200.00	0.00	0.00	200.00
2110-501-26TTL2	TITLE 2 - TRAVEL EXPENSES	301.00	0.00	301.00	0.00	0.00	301.00
2110-501-26TTL4	TITLE 4- SUPPLIES	163.00	0.00	163.00	0.00	0.00	163.00
2250-150-27S611	SEC 611 PROF SALARIES	280,481.00	0.00	280,481.00	2,562.50	22,500.00	255,418.50
2250-150-27S619	SEC 619 PROF SALARIES	7,299.00	0.00	7,299.00	0.00	0.00	7,299.00
2250-160-26S611	SEC 611-NON PROF SAL	0.00	131,091.00	131,091.00	0.00	0.00	131,091.00
2250-160-27S611	SEC 611-NON PROF SAL	131,091.00	0.00	131,091.00	10,084.00	121,007.00	0.00
2250-400-26S611	SEC 611 - PURCH'D SVCS	11,835.00	0.00	11,835.00	0.00	0.00	11,835.00
2250-400-26S619	SEC 619 PURCH SERVICES	6,765.00	0.00	6,765.00	0.00	0.00	6,765.00
2250-400-27S611	SEC 611 - PURCH'D SVCS	117,569.00	0.00	117,569.00	0.00	0.00	117,569.00
2250-400-27S619	SEC 619 PURCH SERVICES	10,409.00	0.00	10,409.00	0.00	0.00	10,409.00
2250-401-27S611	SEC 611 TRAVEL	3,600.00	0.00	3,600.00	0.00	0.00	3,600.00
2250-501-26S619	SEC 619 SUPPLIES	262.30	0.00	262.30	0.00	0.00	262.30
2250-501-27S611	SEC 611 SUPPLIES	13,200.00	0.00	13,200.00	0.00	0.00	13,200.00
2250-501-27S619	SEC 619 SUPPLIES	1,003.00	0.00	1,003.00	0.00	0.00	1,003.00
2253-150-27SUMH	26-27 SUMR HNDCP TEACHIN	0.00	0.00	0.00	22,554.15	0.00	-22,554.15
2253-160-27SUMH	26-27 SUMR HNDCP AIDES	0.00	0.00	0.00	17,915.66	0.00	-17,915.66
5540-441-27SUMT	26-27 SUMMER TRANS	175,000.00	0.00	175,000.00	0.00	152,636.00	22,364.00
Total SPECIAL AID FUND		**765,962.30**	**131,091.00**	**897,053.30**	**53,116.31**	**297,593.00**	**546,343.99**

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: H CAPITAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1621-293-00-012526	Harbor Roof	0.00	2,617,141.70	2,617,141.70	0.00	285,241.70	2,331,900.00
1621-293-00-022425	Harbor Bathrooms	2,035.50	412.08	2,447.58	0.00	412.08	2,035.50
1621-293-00-022526	Manor Roof	0.00	2,910,259.52	2,910,259.52	0.00	51,259.52	2,859,000.00
1621-293-00-072425	HS Excav/Drainage	0.00	6,050.00	6,050.00	0.00	6,050.00	0.00
1621-293-00-082425	Security/Door Ajar	0.00	4,896.00	4,896.00	0.00	4,896.00	0.00
1621-293-00-260006	HS Dust Collection	0.00	104,153.20	104,153.20	0.00	104,153.20	0.00
1621-293-00-990001	Reserve-Door Ajar/Camera	0.00	13,974.57	13,974.57	0.00	13,974.57	0.00
1621-293-00-990002	Reserve-Elevator	0.00	10,548.87	10,548.87	0.00	10,548.87	0.00
1621-293-26-010360	HS Intetior Access Outdoo	250,000.00	0.00	250,000.00	0.00	0.00	250,000.00
1621-293-26-060290	MS Gym Windows	438,000.00	0.00	438,000.00	8,034.18	13,965.82	416,000.00
1621-293-26-060300	MS Bathrooms	232,000.00	0.00	232,000.00	6,520.78	4,479.22	221,000.00
Total CAPITAL FUND		**922,035.50**	**5,667,435.94**	**6,589,471.44**	**14,554.96**	**494,980.98**	**6,079,935.50**

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: V DEBT SERVICE

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
9711-600-00-0000	Serial Bond Principal	0.00	0.00	0.00	1,145,000.00	0.00	-1,145,000.00
9711-700-00-0000	Serial Bond Interest	0.00	0.00	0.00	95,188.50	0.00	-95,188.50
Total DEBT SERVICE		**0.00**	**0.00**	**0.00**	**1,240,188.50**	**0.00**	**-1,240,188.50**

SEAFORD UFSD

Budget Status Report As Of: 07/31/2026

Fiscal Year: 2027

Fund: V DEBT SERVICE

Selection Criteria

Criteria Name: Last Run
Budget type: Current Year
As Of Date: 07/31/2026
Suppress Budget Accounts with no activity
Sort by: Fund
Printed by Steven Arnone

SEAFORD UFSD

Budgetary Transfer Report
Fiscal Year: 2027
Current Appropriation - Effective From: 07/01/2026 To: 07/31/2026

Effective Date	Trans ID	Transaction Description	Budget Account	Description	Amount Transferred From	Amount Transferred To
Fund: A - GENERAL FUND						
07/10/2026	000095	FUNDS TO COVER TEXTBOOKS				
			A1910-415-00-0000 R	INSURANCE DISTRICT	-35,000.00	
			A2110-481-05-0000 R	TEXTBOOKS/WORKBOOKS PARC		35,000.00
07/10/2026	000121	Money needed for Ed-Data POs				
			A2855-501-02-0000 R	SUPPLIES INTERSCHOL MS	-4,000.00	
			A2855-501-01-0000 R	SUPPLIES INTERSCHOL HS		4,000.00
07/15/2026	001096	Transfer $1,500 from contracts to Travel for the AMLE School of Distinction Conference				
			A2020-450-02-0000 R	CONTRACTS MIDDLE SCHOOL	-1,500.00	
			A2020-401-02-0000 R	TRAVEL CONFERENCE MS		1,500.00
			Total for Fund A - GENERAL FUND		-40,500.00	40,500.00

Total Current Appropriation	40,500.00

Selection Criteria

Type: Current Appropriation
Date From: 07/01/2026
Date To: 07/31/2026
Date Used: Effective in Budget
Printed by Steven Arnone

SEAFORD UFSD

DEBT SERVICE Trial Balance for Fiscal Year 2027

Cycle 01

Post Dates From 07/01/2026 To 07/31/2026

G/L Account	Description	Debits	Credits
	Assets		
200.00	Cash	40,132.76 ✔	
391.CP	Due from Capital Fund	1,833.64	
	Budgetary and Expense Accounts		
522.00	Expenditures	1,240,188.50	
	Liabilities and Reserves		
630.GF	Due to General Fund		1,240,188.50
915.00	Assigned Unapropriated F/B		41,930.65
	Budgetary and Revenue Accounts		
980.00	Revenues		35.75
	Grand Totals	1,282,154.90	1,282,154.90

SEAFORD UNION FREE SCHOOL DISTRICT
GENERAL FUND
TREASURER'S REPORT
Month Ending August 31, 2026

Beginning Cash Balance	$	17,399,539.86
Receipts		
TANS		6,547,255.00
State Aid		1,565,611.72
Health Retirees		107,079.99
Interest		43,568.04
Misc		5,310.51
Dept of Health		4,982.45
Use of Facilities		2,693.47
Tuition other schools		1,430.07
Field Trips		105.00
Total Receipts	$	8,278,036.25
Disbursements		
Warrants		3,235,190.23
Payroll 8/7		178,096.60
Payroll 8/21		170,896.38
To Federal Fund		228,974.19
Seaford Public Library		206,743.50
Total Disbursements	$	4,019,900.90
Book Balance per T/B Cash Accounts	$	21,657,675.21
Outstanding Checks		52,733.34
Timing Difference		(18,370.68)
Balance per Bank Statement	$	21,692,037.87
Difference	$	0.00

I hereby certify that the above statement is in agreement with the bank statement

District Treasurer _____

Asst. Supt. For Business _____ 9/15/26

General Fund Cash Account:

A200.01	JPMorgan Chase	21,026.38
A200.02	JPMorgan Chase	10,064,261.47
A200.09	Flushing	1,035,031.56
A200.21	NYClass- Workers Comp	1,492,984.43
A200.23	NYClass- Capital	1,066,940.67
A200.24	NYClass- Employee Ret	2,830,939.96
A200.25	NYCLass - Teachers Ret	2,638,519.21
A200.26	NYClass- EBLAR	62,002.70
A200.27	NYClass- Operating	25,578.47
A200.28	NYClass- Capital 2024	2,420,390.36
	Total Book Balance	21,657,675.21

SEAFORD UNION FREE SCHOOL DISTRICT

CONSOLIDATED TREASURER'S REPORT

Month Ending August 31, 2026

	Custodial	School Lunch	Special Aid Fund	Debt Service Fund	Capital Fund	Special Revenue
	$ 41,942.29	$ 472,415.17	$ 29,555.04	$ 40,132.76	$ 7,193,281.40	$ 58,149.60
Receipts						
Interest		$ -	$ 53.95	$ 35.78	$ 5,566.21	$ 3,650.00
Students/Other Deposits	$542,729.02	$ 3,112.40	$ 150,660.39	$ -	$ -	
Total Receipts	$ 542,729.02	$ 3,112.40	$ 150,714.34	$ 35.78	$ 5,566.21	$ 3,650.00
Disbursements						
Warrant #1		$ 25,732.76	$ 150,660.39	-	$ 3,242,326.25	$ -
Payroll Other	$556,848.28		$ -			7,258.64
Total Disbursements	$ 556,848.28	$ 25,732.76	$ 150,660.39	$ -	$ 3,242,326.25	$ 7,258.64
Ending Cash Balance per Books	$ 27,823.03	$ 449,794.81	$ 29,608.99	$ 40,168.54	$ 3,956,521.36	$ 54,540.96
Reconciling Items						
Outstanding Checks	$ -	$ -	$ 1,450.00	$ -	$ -	$ 3,200.00
Deposits in Transit/Timing Difference	$ 14,070.93				$ -	$ (98.30)
Unallocated Interest						
Balance per Bank Statement	$ 41,893.96	$ 449,794.81	$ 31,058.99	$ 40,168.54	$ 3,956,521.36	$ 57,839.26
Difference	$ -	$ -	$ -	$ -	$ -	$ (0.00)

I hereby certify that the above statement is in agreement with the bank statement

District Treasurer _____

Asst. Supt. For Business Rhonda R Mesesbee 9/15/26

SEAFORD UFSD

Bank Reconciliation Report

Checking Account

992

Date From 8/1/2026
Date to 08/31/2026

Ending Balance on Statement Dated : 08/31/2026	$188,368.46
Outstanding Deposits (Bank Deposits) -> +	$0.00
Less Outstanding Checks:	$0.00
Cash Balance as of : 08/31/2026	$188,368.46 ***

Cash Balance for Checking as of 8/1/2026	$185,424.31
Add: Total Deposits (Bank Deposits):	$3,151.31
Less: Total Checks and Withdrawals:	($207.16)
Computer Cash Balance as of : 08/31/2026	$188,368.46 ***

Summary of Asset Accounts

GI Acct	Account Name	Begin Bal	Recpt/JV	Disb/JV	Transfer	End Bal.
990	Petty Cash	$0.00	$0.00	$0.00	$0.00	$0.00
991	Cash on Hand	$0.00	$0.00	$0.00	$0.00	$0.00
992	Checking	$185,424.31	$3,151.31	($207.16)	$0.00	$188,368.46 ***
993	Savings	$0.00	$0.00	$0.00	$0.00	$0.00
994	Investments	$0.00	$0.00	$0.00	$0.00	$0.00
Grand Total		**$185,424.31**	**$3,151.31**	**($207.16)**	**$0.00**	**$188,368.46**

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: _____ Date: 9/3/26

Principal: _____ Date: 9/15/26

*** **Entries Must Match**

Sequential List of Receipts (by Receipt)

Sequential List of Receipts

Receipt No. / Note	Date	Pay Type*	Received From / Payee	Account	Name	Amount	GL Acct.
				(* * * * * * * * * * Receipt Detail * * * * * * * * * *)			
9775	**08/18/2026**		**SEAFORD UFSD**				
Broncos Donation		C	SEAFORD UFSD	601	HS cheerleading	$500.00	992
				Total for Receipt Number: 9775		**$500.00**	
9776	**08/28/2026**		**SEAFORD UFSD**				
Lifestyle Fundraiser		C	SEAFORD UFSD	583	HS Class of 2027	$2,314.00	992
Lifestyle Fundraiser		C	SEAFORD UFSD	583	HS Class of 2027	$77.68	992
Lifestyle Fundraiser		C	SEAFORD UFSD	583	HS Class of 2027	$90.84	992
				Total for Receipt Number: 9776		**$2,482.52**	
9777	**08/31/2026**		**SEAFORD UFSD**				
Interest		C	SEAFORD UFSD	100	Central	$168.79	992
				Total for Receipt Number: 9777		**$168.79**	
					Report Grand Total:	**$3,151.31**	

Totals By Payment Type:

Cash=	$3,151.31
Check=	$0.00
Electronic Trans=	$0.00
Money Order=	$0.00
Credit Card=	$0.00
Other=	$0.00
Total=	$3,151.31

***Note: This report does not include the Journal Adjustments**

SEAFORD UFSD

Check No.	Date / Note	Payee / Account Name	GL Acct / Account	Date Cancelled / Purchase	Invoice No.	1099	Amount	Tax Amt.
12021	08/24/2026	BRENDA MARTIN	992	08/31/2026				
	Clothing / Bows	HS cheerleading	601			No	$207.16	$0.00
					Total for Check # 12021		$207.16	$0.00
					Total for Act Acct 601		**$207.16**	**$0.00**
					Total of all Checks Selected:		**$207.16**	$0.00

***Note: This report does not include the Journal Adjustments**

SEAFORD UFSD

Revenue Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Revenue Account	Subfund	Description	Original Estimate	Current Estimate	Year-to-Date	Current Cycle	Anticipated Balance	Excess Revenue
1001.000		Real Property Taxes	59,316,141.00	59,316,141.00	-391,316.02	-184,572.52	59,707,457.02	
1081.000		Other Pmts in Lieu of Taxes	756,000.00	756,000.00	0.00	0.00	756,000.00	
1085.000		STAR Reimbursement	3,500,000.00	3,500,000.00	0.00	0.00	3,500,000.00	
1090.000		Int. & Penal. on Real Prop.Tax	47,500.00	47,500.00	0.00	0.00	47,500.00	
2230.000		Non-Resident Tuition	425,000.00	425,000.00	0.00	0.00	425,000.00	
2280.000		Health Services for Oth Dist.	450,000.00	450,000.00	0.00	0.00	450,000.00	
2389.000		Other -Pre-School Evals	25,000.00	25,000.00	0.00	0.00	25,000.00	
2401.000		Interest and Earnings	800,000.00	800,000.00	94,880.67	43,621.99	705,119.33	
2410.000		Use of Faciilities	60,000.00	60,000.00	22,478.79	3,658.80	37,521.21	
2701.000		Refund PY Exp-BOCES Aided Srvc	100,000.00	100,000.00	0.00	0.00	100,000.00	
2703.000		Refund PY Exp-Other	0.00	0.00	1,174.86	110.00		1,174.86
2703.100		Refund PY Exp-E-Rate	35,000.00	35,000.00	0.00	0.00	35,000.00	
2705.000		Gifts and Donations	5,000.00	5,000.00	0.00	0.00	5,000.00	
2770.000		Other Unclassified Rev.(Spec)	20,000.00	20,000.00	1,289.56	989.56	18,710.44	
2770.100		CPSE	85,000.00	85,000.00	0.00	0.00	85,000.00	
3101.000		Basic Formula Aid-Gen Aids (Ex	12,120,835.00	12,120,835.00	0.00	0.00	12,120,835.00	
3101.100		Excess Cost	459,794.00	459,794.00	0.00	0.00	459,794.00	
3102.000		Lottery Aid (Sect 3609a Ed Law	2,883,961.00	2,883,961.00	0.00	0.00	2,883,961.00	
3102.100		VLT Lottery Aid -Textbook	710,955.00	710,955.00	0.00	0.00	710,955.00	
3103.000		BOCES Aid (Sect 3609a Ed Law)	2,545,460.00	2,545,460.00	0.00	0.00	2,545,460.00	
3260.000		Textbook Aid (Incl Txtbk/Lott)	140,000.00	140,000.00	0.00	0.00	140,000.00	
3262.000		Computer Software Aid	35,324.00	35,324.00	0.00	0.00	35,324.00	
3262.001		Computer Hardware Aid	33,995.00	33,995.00	0.00	0.00	33,995.00	
3263.000		Library A/V Loan Program Aid	18,000.00	18,000.00	0.00	0.00	18,000.00	
4601.000		Medic.Ass't-Sch Age-Sch Yr Pro	55,000.00	55,000.00	40,576.74	4,982.45	14,423.26	
5031.000		Interfund Transfers(Not D.Serv	70,000.00	70,000.00	0.00	0.00	70,000.00	
Total GENERAL FUND			84,697,965.00	84,697,965.00	-230,915.40	-131,209.72	84,930,055.26	1,174.86

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized

These are estimates to balance the budget

SEAFORD UFSD

Revenue Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: C SCHOOL LUNCH FUND

Revenue Account	Subfund	Description	Original Estimate	Current Estimate	Year-to-Date	Current Cycle	Anticipated Balance	Excess Revenue
1445.000		Other Cafeteria Sales	323,000.00	323,000.00	3,114.22	3,112.40	319,885.78	
3190.000		State Reimbursement	750,000.00	750,000.00	0.00	0.00	750,000.00	
4190.000		Fed Reimbursement (Ex Surp Fd)	250,000.00	250,000.00	0.00	0.00	250,000.00	
4190.100		Federal Surplus Food	1,000.00	1,000.00	0.00	0.00	1,000.00	
Total SCHOOL LUNCH FUND			1,324,000.00	1,324,000.00	3,114.22	3,112.40	1,320,885.78	0.00

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized

These are estimates to balance the budget

SEAFORD UFSD

Revenue Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: V DEBT SERVICE

Revenue Account	Subfund	Description	Original Estimate	Current Estimate	Year-to-Date	Current Cycle	Anticipated Balance	Excess Revenue
2401.000		Interest and Earnings	0.00	0.00	12,099.82	12,064.07		12,099.82
5031.000		Interfund Trans from Gen Fund	0.00	0.00	1,240,188.50	1,240,188.50		1,240,188.50
Total DEBT SERVICE			0.00	0.00	1,252,288.32	1,252,252.57	0.00	1,252,288.32

Selection Criteria

Criteria Name: Last Run
As Of Date: 08/31/2026
Suppress revenue accounts with no activity
Show Actual revenue in 'As Of' cycle
Sort by: Fund
Printed by Steven Arnone

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized
These are estimates to balance the budget

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1010-401-00-0000	TRAVEL CONFERENCE BOE	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
1010-421-00-0000	BOARD OF ED CONTRACTS	800.00	0.00	800.00	0.00	0.00	800.00
1010-485-00-0000	REFERENCE BOOKS BOE	700.00	0.00	700.00	0.00	560.00	140.00
1010-501-00-0000	SUPPLIES GENERAL BOE	1,600.00	0.00	1,600.00	766.97	182.96	650.07
1040-170-00-0000	SALARY DISTRICT CLERK	35,700.00	0.00	35,700.00	5,769.24	31,730.76	-1,800.00
1040-211-00-0000	FURNITURE DISTRICT CLERK	800.00	0.00	800.00	0.00	0.00	800.00
1040-501-00-0000	SUPPLIES DISTRICT CLERK	2,500.00	0.00	2,500.00	146.39	1,800.00	553.61
1060-400-00-0000	Contracts-Election Worker	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
1060-434-00-0000	EQUIPMNT RENTAL DISTRICT	9,000.00	0.00	9,000.00	0.00	3,400.00	5,600.00
1240-150-00-0000	SALARY SUPERINTENDENT	318,000.00	0.00	318,000.00	48,923.08	269,076.92	0.00
1240-170-00-0000	SALARY SUPT SECRETARY	84,447.00	0.00	84,447.00	12,360.00	70,480.00	1,607.00
1240-401-00-0000	TRAVEL CONFERENCE SUPT	6,000.00	0.00	6,000.00	288.00	250.00	5,462.00
1240-451-00-0000	MEETING EXPENSES	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
1240-484-00-0000	PERIODICALS SUPT	1,500.00	0.00	1,500.00	276.12	1,223.88	0.00
1240-485-00-0000	REFERENCE BOOKS SUPT	150.00	0.00	150.00	0.00	0.00	150.00
1240-501-00-0000	SUPPLIES GENERAL SUPT	3,100.00	0.00	3,100.00	433.20	1,329.53	1,337.27
1310-150-00-0000	SALARY ASST SUPT BUSINESS	127,449.00	0.00	127,449.00	19,223.08	105,726.92	2,499.00
1310-160-00-0000	SALARY CLERICAL BUSINESS	213,579.00	0.00	213,579.00	31,193.12	177,561.88	4,824.00
1310-170-00-0000	SALARY SECRETARY BUSINESS	51,546.00	0.00	51,546.00	7,397.52	43,186.48	962.00
1310-202-00-0000	EQUIPMENT BUSINESS	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
1310-401-00-0000	TRAVEL CONF - BUSINESS	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
1310-407-00-0000	POSTAGE BUSINESS OFFICE	20,000.00	0.00	20,000.00	17,500.00	150.00	2,350.00
1310-451-00-0000	CONTRACTS BUSINESS OFFICE	170,560.00	0.00	170,560.00	69,107.36	100,120.24	1,332.40
1310-490-00-0000	BOCES SVCES - BUSINESS	56,000.00	0.00	56,000.00	12,500.45	43,499.55	0.00
1310-501-00-0000	SUPPLIES GENERAL BUSINESS	6,500.00	0.00	6,500.00	117.28	1,161.18	5,221.54
1320-412-00-0000	CONTRACTS AUDITING	85,600.00	42,750.00	128,350.00	0.00	42,750.00	85,600.00
1325-170-00-0000	SALARY DISTRICT TREASURER	122,400.00	0.00	122,400.00	20,000.00	110,000.00	-7,600.00
1325-501-00-0000	SUPPLIES TREASURER	750.00	0.00	750.00	0.00	0.00	750.00
1420-413-00-0000	CONTRACTS LEGAL	239,500.00	0.00	239,500.00	40,863.50	183,136.50	15,500.00
1420-419-00-0000	ADVERTISING LEGAL	40,000.00	0.00	40,000.00	678.75	32,321.25	7,000.00
1430-150-00-0000	SALARY ASST SUPT HR	226,600.00	0.00	226,600.00	34,861.52	191,738.48	0.00
1430-401-00-0000	TRAVEL PERSONNEL	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
1430-451-00-0000	CONTRACTS PERSONNEL	65,000.00	0.00	65,000.00	3,004.16	49,595.84	12,400.00
1430-490-00-0000	BOCES SERVICES PERSONNEL	16,000.00	0.00	16,000.00	0.00	16,000.00	0.00
1480-418-00-0000	PUBLIC INFO PRINTING	3,000.00	0.00	3,000.00	364.00	0.00	2,636.00
1480-490-00-0000	PUBLIC INFO BOCES EDITING	64,600.00	0.00	64,600.00	5,381.53	59,218.47	0.00
1620-160-00-0000	SALARY CLERICAL FACILITIE	61,413.00	0.00	61,413.00	9,112.00	51,116.00	1,185.00
1620-161-01-0000	SALARY CUSTODIAN/CLEAN HS	529,002.00	0.00	529,002.00	81,884.88	447,617.12	-500.00

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1620-161-02-0000	SALARY CUSTODIAN/CLEAN MS	431,663.00	0.00	431,663.00	55,766.86	302,587.16	73,308.98
1620-161-03-0000	SALARY CUST/CLEAN - MANOR	225,146.00	0.00	225,146.00	46,991.40	258,452.60	-80,298.00
1620-161-04-0000	SALARY CUST/CLEAN -HARBOR	304,431.00	0.00	304,431.00	45,649.09	192,263.92	66,517.99
1620-164-00-0000	SALARY DISTRICT P/T SECUR	727,800.00	0.00	727,800.00	41,290.20	837,048.93	-150,539.13
1620-164-00-0010	SALARY P/T SEC SP EVENT	13,000.00	0.00	13,000.00	0.00	0.00	13,000.00
1620-164-00-0020	SALARY P/T SEC SPORTS	41,600.00	0.00	41,600.00	0.00	26,622.00	14,978.00
1620-164-00-3800	SALARY P/T SECUR SUMMER	7,500.00	0.00	7,500.00	2,080.00	0.00	5,420.00
1620-171-00-0000	SALARY SUB CUSTODIANS	106,080.00	0.00	106,080.00	6,562.00	0.00	99,518.00
1620-180-01-0000	SALARY CUSTODIAL OT- HS	85,000.00	0.00	85,000.00	4,558.00	0.00	80,442.00
1620-180-02-0000	SALARY CUSTODIAL OT- MS	40,000.00	0.00	40,000.00	2,683.83	0.00	37,316.17
1620-180-03-0000	SALARY CUST OT- MANOR	40,000.00	0.00	40,000.00	4,858.29	0.00	35,141.71
1620-180-04-0000	SALARY CUST OT- HARBOR	9,000.00	0.00	9,000.00	426.82	0.00	8,573.18
1620-211-00-0000	EQUIPMENT MAINTENANC	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
1620-212-00-0000	EQUIPMENT FACILITIES	123,770.00	7,765.20	131,535.20	10,695.00	39,549.00	81,291.20
1620-212-01-0000	EQUIPMENT HS	87,360.00	0.00	87,360.00	0.00	76,505.62	10,854.38
1620-212-02-0000	EQUIPMENT MS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
1620-212-03-0000	EQUIPMENT MANOR	24,500.00	0.00	24,500.00	755.58	13,454.86	10,289.56
1620-212-04-0000	EQUIPMENT HARBOR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
1620-401-00-0000	TRAVEL CONF FACILITIES	1,700.00	0.00	1,700.00	0.00	0.00	1,700.00
1620-408-01-0000	WATER HS	8,500.00	0.00	8,500.00	334.33	6,915.67	1,250.00
1620-408-02-0000	WATER MS	8,000.00	0.00	8,000.00	309.44	5,690.56	2,000.00
1620-408-03-0000	WATER MANOR	8,000.00	0.00	8,000.00	311.43	5,788.57	1,900.00
1620-408-04-0000	WATER HARBOR	7,500.00	0.00	7,500.00	748.38	4,501.62	2,250.00
1620-409-01-0000	ELECTRIC HS	225,273.00	0.00	225,273.00	24,768.87	185,231.13	15,273.00
1620-409-02-0000	ELECTRIC MS	134,207.00	0.00	134,207.00	14,301.73	105,698.27	14,207.00
1620-409-03-0000	ELECTRIC MANOR	92,972.00	0.00	92,972.00	12,137.14	79,862.86	972.00
1620-409-04-0000	ELECTRIC HARBOR	83,929.00	0.00	83,929.00	10,343.90	64,656.10	8,929.00
1620-410-00-0000	TELEPHONE DISTRICT OPER	6,000.00	0.00	6,000.00	1,076.62	4,423.38	500.00
1620-410-01-0000	TELEPHONE HS	3,587.00	0.00	3,587.00	235.37	2,964.63	387.00
1620-410-02-0000	TELEPHONE MS	3,587.00	0.00	3,587.00	582.50	2,617.50	387.00
1620-410-03-0000	TELEPHONE MANOR	3,587.00	0.00	3,587.00	470.74	2,729.26	387.00
1620-410-04-0000	TELEPHONE HARBOR	3,587.00	0.00	3,587.00	266.25	2,933.75	387.00
1620-423-01-0000	FUEL HS	121,327.00	0.00	121,327.00	590.74	120,736.26	0.00
1620-423-02-0000	FUEL MS	70,883.00	0.00	70,883.00	455.74	70,427.26	0.00
1620-423-03-0000	FUEL MANOR	65,750.00	0.00	65,750.00	525.84	65,224.16	0.00
1620-423-04-0000	FUEL HARBOR	60,400.00	0.00	60,400.00	548.34	59,851.66	0.00
1620-451-00-0000	CONTRACTS FACILITY & SEC	6,400.00	0.00	6,400.00	2,205.00	2,200.00	1,995.00
1620-460-01-0000	BUILDING REPAIRS HS	15,000.00	0.00	15,000.00	700.00	14,300.00	0.00
1620-460-02-0000	BUILDING REPAIRS MS	13,000.00	0.00	13,000.00	1,300.00	10,459.00	1,241.00

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1620-460-03-0000	BUILDING REPAIRS MANOR	13,000.00	499.92	13,499.92	1,925.00	3,274.92	8,300.00
1620-460-04-0000	BUILDING REPAIRS HARBOR	13,000.00	4,685.08	17,685.08	1,000.00	7,460.08	9,225.00
1620-464-00-0000	REPAIRS EQUIPMENT	15,000.00	0.00	15,000.00	103.74	3,340.23	11,556.03
1620-466-00-0000	REPAIRS VEHICLE	11,000.00	0.00	11,000.00	1,430.92	6,569.08	3,000.00
1620-490-00-0000	BOCES HEALTH & SAFETY	31,000.00	0.00	31,000.00	2,677.25	28,322.75	0.00
1620-501-00-0000	SUPPLIES FACILITIES	3,500.00	0.00	3,500.00	720.30	1,612.89	1,166.81
1620-504-00-0000	SUPPLIES UNIFORMS	18,000.00	0.00	18,000.00	0.00	13,000.00	5,000.00
1620-505-01-0000	SUPPLIES CUSTODIAL HS	50,000.00	0.00	50,000.00	1,150.71	39,498.24	9,351.05
1620-505-02-0000	SUPPLIES CUSTODIAL MS	40,000.00	90.01	40,090.01	1,050.54	27,389.47	11,650.00
1620-505-03-0000	SUPPLIES CUSTODIAL MANOR	40,000.00	5,203.01	45,203.01	3,925.40	28,782.35	12,495.26
1620-505-04-0000	SUPPLIES CUST -HARBOR	40,000.00	2,423.80	42,423.80	2,603.51	26,055.07	13,765.22
1620-515-00-0000	GASOLINE DISTRICT	10,000.00	0.00	10,000.00	1,205.15	7,294.85	1,500.00
1621-168-00-0000	SALARY FACILTIES DIRECTOR	171,826.00	0.00	171,826.00	26,434.76	145,391.24	0.00
1621-178-00-0000	SALARY MAINT & GROUNDS	384,237.00	0.00	384,237.00	72,556.80	396,312.20	-84,632.00
1621-180-00-0000	SALARY MAINTENANCE OT	25,000.00	0.00	25,000.00	1,959.49	0.00	23,040.51
1621-181-00-0000	SALARY O/T SNOW REMOVAL	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
1621-405-00-0000	CONTRACTS - TRAVEL MILEAG	5,000.00	0.00	5,000.00	0.00	4,925.00	75.00
1621-450-00-0000	CONTRACTS FACILITIES	92,500.00	0.00	92,500.00	5,441.05	57,053.11	30,005.84
1621-450-01-0000	CONTRACTS HS	43,150.00	0.00	43,150.00	1,713.90	37,120.90	4,315.20
1621-450-02-0000	CONTRACTS MS	46,150.00	0.00	46,150.00	1,772.51	35,312.03	9,065.46
1621-450-03-0000	CONTRACTS MANOR	35,650.00	0.00	35,650.00	1,340.37	31,002.63	3,307.00
1621-450-04-0000	CONTRACTS HARBOR	35,650.00	0.00	35,650.00	3,306.66	21,189.52	11,153.82
1621-468-00-0000	REPAIRS FACILITIES	75,000.00	34,014.00	109,014.00	0.00	37,234.00	71,780.00
1621-468-01-0000	REPAIRS HS	88,000.00	2,381.48	90,381.48	7,984.55	45,698.17	36,698.76
1621-468-02-0000	REPAIRS MS	83,800.00	5,000.00	88,800.00	102.23	39,679.23	49,018.54
1621-468-03-0000	REPAIRS MANOR	58,800.00	15,218.52	74,018.52	102.23	40,251.29	33,665.00
1621-468-04-0000	REPAIRS HARBOR	73,800.00	23,801.00	97,601.00	11,102.24	45,618.76	40,880.00
1621-502-00-0000	SUPPLIES HEATING & PLUMB	15,000.00	0.00	15,000.00	0.00	5,142.73	9,857.27
1621-503-00-0000	SUPPLIES ELECTRICAL	17,000.00	0.00	17,000.00	2,391.72	1,000.00	13,608.28
1621-507-00-0000	SUPPLIES GROUNDS	12,000.00	0.00	12,000.00	3,379.99	5,370.01	3,250.00
1621-511-00-0000	SUPPLIES PAINT	15,000.00	0.00	15,000.00	629.11	3,870.89	10,500.00
1621-518-00-0000	SUPPLIES BLDG MATERIALS	12,500.00	0.00	12,500.00	2,436.68	10,063.32	0.00
1680-490-00-0000	BOCES CENTRAL DATA PROCES	4,500.00	0.00	4,500.00	4,500.00	0.00	0.00
1910-415-00-0000	INSURANCE DISTRICT	598,500.00	-35,000.00	563,500.00	553,403.54	10,041.00	55.46
1920-416-00-0000	SCHOOL ASSOCIATION DUES	25,000.00	0.00	25,000.00	3,725.00	11,400.00	9,875.00
1981-490-00-0000	BOCES ADMIN RENT CAP PROJ	360,000.00	0.00	360,000.00	88,627.42	271,372.58	0.00
2010-150-00-0000	SALARY CURRICULUM ADMINS	736,122.00	0.00	736,122.00	91,955.08	426,552.92	217,614.00
2010-170-00-0000	SALARY SECRETARY CURRIC	121,989.00	0.00	121,989.00	17,645.40	102,049.60	2,294.00

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2010-202-00-0000	EQUIPMENT CURRICULUM	17,178.00	0.00	17,178.00	0.00	0.00	17,178.00
2010-401-00-0000	CENTRAL OFFICE TRAVELCONF	9,000.00	0.00	9,000.00	2,685.70	1,000.00	5,314.30
2010-451-00-0000	CONTRACTS CURRICULUM	34,800.00	3,850.00	38,650.00	5,880.80	4,481.20	28,288.00
2010-484-00-0000	PERIODICALS CURRICULUM	500.00	0.00	500.00	0.00	0.00	500.00
2010-490-00-0000	BOCES CURRICULUM DEVELOP	174,985.00	0.00	174,985.00	0.00	174,985.00	0.00
2010-501-00-0000	DISTRICT WIDE CURR SUPPLI	21,400.00	0.00	21,400.00	3,921.67	632.26	16,846.07
2020-150-01-0000	SALARY HS PRINCIPAL	206,041.00	0.00	206,041.00	31,698.64	174,342.36	0.00
2020-150-02-0000	SALARY MS PRINCIPAL	182,040.00	0.00	182,040.00	28,006.16	154,033.84	0.00
2020-150-03-0000	SALARY MANOR PRINCIPAL	175,440.00	0.00	175,440.00	26,990.76	148,449.24	0.00
2020-150-04-0000	SALARY HARBOR PRINCIPAL	178,500.00	0.00	178,500.00	27,461.52	151,038.48	0.00
2020-152-01-0000	SALARY ASST PRINCIPALS HS	305,210.00	0.00	305,210.00	46,955.40	258,254.60	0.00
2020-152-02-0000	SALARY ASST PRINCIPALS MS	146,209.00	0.00	146,209.00	22,493.72	123,715.28	0.00
2020-152-03-0000	SALARY ASST PRINC MANOR	146,209.00	0.00	146,209.00	22,493.72	123,715.28	0.00
2020-152-04-0000	SALARY ASST PRINC HARBOR	150,860.00	0.00	150,860.00	23,209.24	127,650.76	0.00
2020-160-01-0000	SALARY CLERICAL SUPV HS	90,103.00	0.00	90,103.00	7,680.92	80,655.08	1,767.00
2020-160-02-0000	SALARY CLERICAL SUPV MS	73,568.00	0.00	73,568.00	10,342.16	61,881.84	1,344.00
2020-160-03-0000	SALARY CLER SUPV MANOR	45,774.00	0.00	45,774.00	6,904.00	37,972.00	898.00
2020-160-04-0000	SALARY CLER SUPV HARBOR	69,059.00	0.00	69,059.00	10,416.00	57,288.00	1,355.00
2020-162-01-0000	SALARY SECR SUPV HS	97,136.00	0.00	97,136.00	14,651.08	80,580.92	1,904.00
2020-162-02-0000	SALARY SECR SUPV MS	53,233.00	0.00	53,233.00	7,878.32	44,330.68	1,024.00
2020-162-03-0000	SALARY SECR SUPV MANOR	60,446.00	0.00	60,446.00	8,362.92	50,996.08	1,087.00
2020-162-04-0000	SALARY SECR SUPV HARBOR	50,385.00	0.00	50,385.00	7,599.52	41,797.48	988.00
2020-401-01-0000	TRAVEL CONFERENCE HS	15,725.00	0.00	15,725.00	1,534.99	1,004.06	13,185.95
2020-401-02-0000	TRAVEL CONFERENCE MS	10,114.00	1,500.00	11,614.00	0.00	162.00	11,452.00
2020-401-03-0000	TRAVEL CONFERENCE MANOR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2020-401-04-0000	TRAVEL CONFERENCE HARBOR	2,450.00	0.00	2,450.00	0.00	0.00	2,450.00
2020-450-02-0000	CONTRACTS MIDDLE SCHOOL	5,400.00	-1,500.00	3,900.00	1,805.95	1,404.00	690.05
2020-450-03-0000	CONTRACTS MANOR	500.00	0.00	500.00	0.00	0.00	500.00
2020-450-04-0000	CONTRACTS HARBOR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2020-501-01-0000	SUPPLIES GENERAL HS	35,750.00	0.00	35,750.00	1,811.44	24,592.01	9,346.55
2020-501-02-0000	SUPPLIES GENERAL MS	36,267.00	5,392.00	41,659.00	5,095.65	15,883.87	20,679.48
2020-501-03-0000	SUPPLIES GENERAL MANOR	26,000.00	0.00	26,000.00	5,323.01	5,644.73	15,032.26
2020-501-04-0000	SUPPLIES GENERAL HARBOR	40,849.00	130.56	40,979.56	8,242.71	5,905.17	26,831.68
2040-150-00-3800	SALARY SUMMER SCHOOL DIR	6,938.00	0.00	6,938.00	6,938.00	0.00	0.00
2060-112-00-0000	CURRICULUM WRITING	36,000.00	0.00	36,000.00	6,788.40	0.00	29,211.60
2060-431-00-0000	SUPT CONF DAY	2,000.00	0.00	2,000.00	902.28	285.22	812.50
2060-501-00-0000	INSTRUCT SUPPORT SUPPLIES	12,000.00	0.00	12,000.00	2,205.86	2,865.00	6,929.14
2110-110-03-0000	SALARY KNDG TEACH MANOR	539,972.00	0.00	539,972.00	0.00	539,972.00	0.00
2110-110-04-0000	SALARY KNDG TEACH HARBOR	580,623.00	0.00	580,623.00	0.00	574,084.60	6,538.40

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-111-03-0000	SALARY ELEM TCHRS-1 MANOR	1,374,382.00	0.00	1,374,382.00	0.00	1,290,709.21	83,672.79
2110-111-04-0000	SALARY ELEM TCHR-1 HARBOR	1,701,076.00	0.00	1,701,076.00	0.00	1,527,049.23	174,026.77
2110-112-02-0000	SALARY ELEMENTARY TCHRS 6	810,897.00	0.00	810,897.00	0.00	717,303.80	93,593.20
2110-112-03-0000	SALARY ELEM TCHRS 3-5 MAN	1,849,072.00	0.00	1,849,072.00	0.00	1,855,806.16	-6,734.16
2110-112-04-0000	SALARY ELEM TCHR 3-5 HARB	2,001,615.00	0.00	2,001,615.00	0.00	1,774,402.90	227,212.10
2110-113-03-1200	SALARY ELEM REMED RD MAN	429,750.00	0.00	429,750.00	0.00	346,105.00	83,645.00
2110-113-04-1200	SALARY ELEM REMED RD HARB	698,133.00	0.00	698,133.00	0.00	698,133.00	0.00
2110-114-01-0000	SALARY SECONDARY TCHRS HS	6,209,823.00	0.00	6,209,823.00	0.00	5,949,433.56	260,389.44
2110-114-02-0000	SALARY SECONDARY TCHRS MS	3,640,651.00	0.00	3,640,651.00	0.00	3,580,445.83	60,205.17
2110-115-00-0000	EDUCATIONAL SUPPORT SERV	0.00	0.00	0.00	25,714.03	0.00	-25,714.03
2110-115-01-0000	EDUC SUPPORT SERV HS	132,635.00	0.00	132,635.00	0.00	132,635.00	0.00
2110-115-02-0000	EDUC SUPPORT SERV MS	141,674.00	0.00	141,674.00	0.00	141,674.00	0.00
2110-115-03-0000	EDUC SUPP SERV MANOR	583,455.00	0.00	583,455.00	0.00	584,216.30	-761.30
2110-115-04-0000	EDUC SUPP SERV HARBOR	493,698.00	0.00	493,698.00	0.00	501,055.90	-7,357.90
2110-116-02-1200	SALARY SEC REMEDIAL MS	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
2110-138-00-0000	SALARY HOME TEACHING	54,005.00	0.00	54,005.00	0.00	4,055.00	49,950.00
2110-140-01-0000	PER DIEM/CLASS COV HS	100,000.00	0.00	100,000.00	0.00	0.00	100,000.00
2110-140-01-3600	SALARY SUB TEACHER HS	212,120.00	0.00	212,120.00	0.00	116,000.00	96,120.00
2110-140-02-0000	PER DIEM/CLASS COV MS	80,000.00	0.00	80,000.00	0.00	0.00	80,000.00
2110-140-02-3600	SALARY SUB TEACHER MS	133,320.00	0.00	133,320.00	0.00	40,000.00	93,320.00
2110-140-03-0000	PER DIEM/CLASS COV MANOR	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
2110-140-03-3600	SALARY SUB TEACHER MANOR	81,600.00	0.00	81,600.00	0.00	40,000.00	41,600.00
2110-140-04-0000	PER DIEM/CLASS COV HARBOR	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
2110-140-04-3600	SALARY SUB TEACHER HARBOR	81,600.00	0.00	81,600.00	0.00	80,000.00	1,600.00
2110-158-00-0000	SALARY RETIREMENT & SICK	160,000.00	0.00	160,000.00	0.00	0.00	160,000.00
2110-163-01-0000	SALARY NONINST-CLASS HS	21,531.00	0.00	21,531.00	0.00	21,531.00	0.00
2110-163-02-0000	SALARY NONINST-CLASS MS	20,831.00	0.00	20,831.00	1,911.00	18,920.00	0.00
2110-165-01-0000	SALARY NONINST.AIDES HS	251,179.00	0.00	251,179.00	0.00	220,579.00	30,600.00
2110-165-02-0000	SALARY NONINST.AIDES MS	31,365.00	0.00	31,365.00	0.00	16,065.00	15,300.00
2110-165-03-0000	SALARY NONINST.AIDES MAN	140,371.00	0.00	140,371.00	289.00	123,252.00	16,830.00
2110-165-04-0000	SALARY NONINST.AIDES HAR	176,063.00	0.00	176,063.00	0.00	123,193.00	52,870.00
2110-185-00-0000	SALARY CLERICAL OVERTIME	65,000.00	0.00	65,000.00	1,822.97	0.00	63,177.03
2110-201-01-5200	EQUIPMENT HS MATH	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
2110-201-01-5300	EQUIPMENT HS ART	8,722.00	0.00	8,722.00	0.00	0.00	8,722.00
2110-201-01-5500	EQUIPMENT HS SCIENCE	12,000.00	0.00	12,000.00	0.00	0.00	12,000.00
2110-201-01-5600	EQUIPMENT HS MUSIC	7,816.00	0.00	7,816.00	2,680.14	620.02	4,515.84
2110-201-01-5900	EQUIPMENT HS TECH ED	3,200.00	0.00	3,200.00	0.00	0.00	3,200.00
2110-201-02-0000	EQUIPMENT MS	18,170.00	0.00	18,170.00	8,567.21	532.60	9,070.19

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-201-02-5600	EQUIPMENT MS MUSIC	9,500.00	0.00	9,500.00	7,695.00	0.00	1,805.00
2110-201-03-5600	EQUIPMENT MANOR MUSIC	4,036.00	0.00	4,036.00	0.00	0.00	4,036.00
2110-201-04-0000	EQUIPMENT HARBOR	4,465.00	0.00	4,465.00	505.56	2,309.05	1,650.39
2110-201-04-5600	EQUIPMENT HRBR MUSIC	14,412.00	0.00	14,412.00	0.00	8,451.46	5,960.54
2110-203-01-6800	EQUIPMENT ETC HS	5,000.00	0.00	5,000.00	712.00	0.00	4,288.00
2110-203-02-0000	MAPS, GLOBES & CHARTS MS	9,000.00	0.00	9,000.00	8,000.00	0.00	1,000.00
2110-203-03-5700	EQUIP PHYS EDUC MANOR	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2110-211-03-0000	FURNITURE MANOR	2,000.00	0.00	2,000.00	426.39	1,470.24	103.37
2110-402-00-5600	REPAIRS DISTRICT MUSIC	5,000.00	0.00	5,000.00	885.00	4,115.00	0.00
2110-402-01-0000	REPAIRS TEACHING HS	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00
2110-402-02-0000	REPAIRS TEACHING MS	1,900.00	0.00	1,900.00	0.00	750.00	1,150.00
2110-406-00-5600	MUSIC COMPETITION	7,000.00	0.00	7,000.00	150.00	540.00	6,310.00
2110-406-01-5500	SCIENCE RES AND COMP	8,055.00	0.00	8,055.00	0.00	0.00	8,055.00
2110-406-01-5501	Student Competitions	16,070.00	0.00	16,070.00	0.00	8,080.00	7,990.00
2110-407-01-0000	POSTAGE HS	3,500.00	3,200.00	6,700.00	2,000.00	1,400.00	3,300.00
2110-407-02-0000	POSTAGE MS	4,500.00	0.00	4,500.00	0.00	3,500.00	1,000.00
2110-407-03-0000	POSTAGE MANOR	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2110-407-04-0000	POSTAGE HARBOR	2,000.00	0.00	2,000.00	2,000.00	0.00	0.00
2110-440-00-0000	TUITION DISTRICT TEACHING	16,000.00	0.00	16,000.00	2,399.00	2,500.00	11,101.00
2110-451-00-0000	TUTORING CONTRACTS DISTRI	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
2110-451-01-0000	CONTRACTS HS	17,900.00	0.00	17,900.00	5,469.00	2,654.00	9,777.00
2110-451-01-5600	CONTRACTS HS MUSIC ACCOMP	12,000.00	0.00	12,000.00	1,661.00	435.00	9,904.00
2110-451-01-6700	CONTRACTS EMS HS	44,780.00	0.00	44,780.00	0.00	0.00	44,780.00
2110-451-01-6800	CONTRACTS ETC HS	136,800.00	0.00	136,800.00	0.00	0.00	136,800.00
2110-451-02-5600	CONTRACTS MS MUSIC ACCOMP	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
2110-451-03-0000	CONTRACTS TEACHING MANOR	4,415.00	0.00	4,415.00	121.50	0.00	4,293.50
2110-451-03-5600	CONTRACTS MANOR MUSIC ACC	600.00	0.00	600.00	0.00	0.00	600.00
2110-451-04-0000	CONTRACTS TEACHING HARBOR	6,450.00	0.00	6,450.00	100.00	0.00	6,350.00
2110-451-04-5600	CONTRACTS HARBOR MUS ACCO	600.00	0.00	600.00	0.00	0.00	600.00
2110-480-02-0000	HANDBOOKS MS	1,925.00	0.00	1,925.00	1,787.50	0.00	137.50
2110-481-00-0000	TEXTBOOKS DISTRICT WIDE	83,240.00	0.00	83,240.00	0.00	0.00	83,240.00
2110-481-01-5100	TEXTBOOKS HS ENGLISH	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
2110-481-01-5200	TEXTBOOKS HS MATH	2,250.00	0.00	2,250.00	0.00	0.00	2,250.00
2110-481-01-5500	TEXTBOOKS HS SCIENCE	14,000.00	0.00	14,000.00	0.00	0.00	14,000.00
2110-481-01-5600	TEXTBOOKS HS MUSIC	1,500.00	0.00	1,500.00	146.49	0.00	1,353.51
2110-481-01-6300	TEXTBOOKS HS FOREIGN LANG	250.00	0.00	250.00	0.00	0.00	250.00
2110-481-01-6700	TEXTBOOKS EMS HS	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
2110-481-02-0000	WKBOOKS/TXTBOOKS MS	26,774.00	0.00	26,774.00	330.00	13,240.50	13,203.50
2110-481-02-5600	TEXTBOOKS MS MUSIC	1,800.00	0.00	1,800.00	0.00	1,010.02	789.98

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-481-03-0000	TEXTBOOKS/WKBKS MANOR	26,664.00	0.00	26,664.00	3,980.00	16,868.80	5,815.20
2110-481-03-5600	TEXTBOOKS MANOR MUSIC	1,000.00	0.00	1,000.00	0.00	610.01	389.99
2110-481-04-0000	TEXTBOOKS/WKBOOKS HARBOR	42,941.00	6,424.92	49,365.92	17,407.20	21,360.28	10,598.44
2110-481-04-5600	TEXTBOOKS HARBOR MUSIC	1,000.00	0.00	1,000.00	0.00	607.63	392.37
2110-481-05-0000	TEXTBOOKS/WORKBOOKS PAROC	0.00	35,000.00	35,000.00	23,949.19	11,050.81	0.00
2110-484-02-0000	PERIODICALS MS	1,690.00	750.00	2,440.00	0.00	0.00	2,440.00
2110-484-03-0000	PERIODICALS MANOR	2,000.00	0.00	2,000.00	130.00	0.00	1,870.00
2110-484-04-0000	PERIODICALS HARBOR	7,966.00	0.00	7,966.00	315.00	5,985.60	1,665.40
2110-485-02-0000	REFERENCE BOOKS MS	750.00	-750.00	0.00	0.00	0.00	0.00
2110-485-04-0000	REFERENCE BOOKS HARBOR	900.00	0.00	900.00	0.00	0.00	900.00
2110-490-00-0000	BOCES TEACHING REG SCHOOL	253,260.00	-3,850.00	249,410.00	44,452.01	204,807.99	150.00
2110-490-00-1500	BOCES ARTS IN EDUCATION	35,000.00	0.00	35,000.00	2,855.00	32,145.00	0.00
2110-501-01-5100	SUPPLIES HS ENGLISH	500.00	0.00	500.00	0.00	0.00	500.00
2110-501-01-5200	SUPPLIES HS MATH	4,517.00	0.00	4,517.00	0.00	0.00	4,517.00
2110-501-01-5300	SUPPLIES ART HS	19,000.00	0.00	19,000.00	0.00	17,030.75	1,969.25
2110-501-01-5500	SUPPLIES SCIENCE HS	19,500.00	0.00	19,500.00	0.00	17,415.11	2,084.89
2110-501-01-5600	SUPPLIES MUSIC HS	13,500.00	0.00	13,500.00	4,302.89	6,850.61	2,346.50
2110-501-01-5700	SUPPLIES PHYS EDUC HS	3,200.00	0.00	3,200.00	0.00	3,139.58	60.42
2110-501-01-5900	SUPPLIES HS TECH ED	16,000.00	0.00	16,000.00	687.36	8,083.57	7,229.07
2110-501-01-6000	SUPPLIES HEALTH HS	600.00	0.00	600.00	0.00	519.00	81.00
2110-501-01-6700	SUPPLIES EMS HS	1,500.00	0.00	1,500.00	367.68	0.00	1,132.32
2110-501-01-6800	SUPPLIES ETC HS	13,000.00	0.00	13,000.00	0.00	0.00	13,000.00
2110-501-02-0000	SUPPLIES OTHER TCHNG MS	870.00	0.00	870.00	0.00	0.00	870.00
2110-501-02-5300	SUPPLIES ART MS	9,240.00	0.00	9,240.00	0.00	6,760.06	2,479.94
2110-501-02-5500	SUPPLIES SCIENCE MS	9,192.00	0.00	9,192.00	792.39	8,226.62	172.99
2110-501-02-5600	SUPPLIES MUSIC MS	6,000.00	0.00	6,000.00	0.00	5,555.18	444.82
2110-501-02-5700	SUPPLIES PHYS ED MS	4,840.00	0.00	4,840.00	0.00	4,275.23	564.77
2110-501-03-0000	SUPPLIES TEACHING MANOR	7,260.00	0.00	7,260.00	0.00	0.00	7,260.00
2110-501-03-5300	SUPPLIES ART MANOR	5,000.00	0.00	5,000.00	277.47	4,719.93	2.60
2110-501-03-5500	SUPPLIES SCIENCE MANOR	1,500.00	0.00	1,500.00	161.84	0.00	1,338.16
2110-501-03-5600	SUPPLIES MUSIC MANOR	6,100.00	0.00	6,100.00	0.00	2,319.07	3,780.93
2110-501-03-5700	SUPPLIES PHYS EDUC MANOR	2,000.00	0.00	2,000.00	194.26	1,060.96	744.78
2110-501-03-6100	SUPPLIES READING MANOR	5,000.00	0.00	5,000.00	125.00	287.96	4,587.04
2110-501-03-6300	SUPPLIES LIFT MANOR	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
2110-501-03-6600	SUPPLIES ENL MANOR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2110-501-04-0000	SUPPLIES TEACHING HARBOR	4,000.00	0.00	4,000.00	296.42	642.19	3,061.39
2110-501-04-5300	SUPPLIES ART HARBOR	5,000.00	0.00	5,000.00	0.00	4,892.04	107.96
2110-501-04-5500	SUPPLIES SCIENCE HARBOR	4,195.00	0.00	4,195.00	991.77	107.12	3,096.11

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-501-04-5600	SUPPLIES MUSIC HARBOR	6,100.00	0.00	6,100.00	0.00	648.83	5,451.17
2110-501-04-5700	SUPPLIES PHYS EDUC HARBOR	0.00	0.00	0.00	0.00	1,660.63	-1,660.63
2110-501-04-6000	SUPPLIES NURSE HARBOR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2110-501-04-6100	SUPPLIES READING HARBOR	8,091.00	0.00	8,091.00	2,354.28	383.75	5,352.97
2110-501-04-6300	SUPPLIES LIFT HARBOR	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
2110-501-04-6600	SUPPLIES ENL HARBOR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2110-520-01-0000	SUPPLIES GRADUATION HS	27,000.00	0.00	27,000.00	0.00	7,200.00	19,800.00
2250-117-02-0000	SALARY ELEM SPEC ED MS	577,824.00	0.00	577,824.00	0.00	472,669.84	105,154.16
2250-117-03-0000	SALARY ELEM SPEC ED MANOR	1,278,021.00	0.00	1,278,021.00	0.00	1,195,410.00	82,611.00
2250-117-04-0000	SALARY ELEM SPEC ED HARB	840,400.00	0.00	840,400.00	0.00	840,400.00	0.00
2250-117-05-0000	SALARY ELEM SPEC ED PAROC	287,649.00	0.00	287,649.00	0.00	192,765.00	94,884.00
2250-118-01-0000	SALARY SECONDSPEC ED HS	1,423,740.00	0.00	1,423,740.00	0.00	1,171,193.85	252,546.15
2250-118-02-0000	SALARY SECONDSPEC ED MS	951,505.00	0.00	951,505.00	0.00	1,042,761.00	-91,256.00
2250-150-00-0000	SALARY DIRECTOR OF SP ED	522,205.00	0.00	522,205.00	80,752.21	454,219.50	-12,766.71
2250-160-00-0000	SALARY CLERICAL SPEC ED	199,756.00	0.00	199,756.00	9,433.08	55,382.92	134,940.00
2250-166-01-0000	SALARY SP ED CLASS AID HS	271,403.00	0.00	271,403.00	35.01	217,235.99	54,132.00
2250-166-02-0000	SALARY SP ED CLASS AID MS	297,282.00	0.00	297,282.00	109.20	276,808.40	20,364.40
2250-166-03-0000	SALARY SP ED CLASS AID MN	1,209,452.00	0.00	1,209,452.00	2,282.54	1,108,509.00	98,660.46
2250-166-04-0000	SALARY SP ED CLASS AID HB	387,682.00	0.00	387,682.00	218.40	415,682.60	-28,219.00
2250-203-00-0000	EQUIPMENT SPECIAL ED	18,080.00	11,540.13	29,620.13	0.00	11,540.13	18,080.00
2250-211-00-0000	FURNITURE SPECIAL ED	4,425.00	0.00	4,425.00	0.00	0.00	4,425.00
2250-401-00-0000	TRAVEL CONF SPEC ED	12,475.00	0.00	12,475.00	0.00	0.00	12,475.00
2250-407-00-0000	POSTAGE SPECIAL EDUCATION	5,900.00	-3,200.00	2,700.00	0.00	0.00	2,700.00
2250-421-00-0000	CONTRACTS SPECIAL ED	1,195,555.00	1,447.50	1,197,002.50	17,434.08	1,104,301.00	75,267.42
2250-421-05-0000	CONTRACTS SPEC ED NONPUB	71,526.00	0.00	71,526.00	0.00	2,891.80	68,634.20
2250-471-00-0000	TUITION OUT OF DISTRICT	1,082,817.00	0.00	1,082,817.00	0.00	1,082,817.00	0.00
2250-481-00-0000	TEXTBOOKS/WKBOOKS SPEC ED	20,960.00	0.00	20,960.00	0.00	0.00	20,960.00
2250-484-00-0000	PERIODICALS SPECIAL ED	245.00	0.00	245.00	0.00	0.00	245.00
2250-485-00-0000	REFERENCE BOOKS SPEC ED	450.00	0.00	450.00	0.00	0.00	450.00
2250-490-00-0000	BOCES TUITION SPECIAL ED	1,612,459.00	0.00	1,612,459.00	0.00	1,612,459.00	0.00
2250-501-00-0000	SUPPLIES SPECIAL ED	25,535.00	1,344.12	26,879.12	1,009.70	9,375.09	16,494.33
2250-513-00-0000	TESTING SUPPLIES SPEC ED	27,985.00	0.00	27,985.00	0.00	0.00	27,985.00
2280-114-01-0000	SALARY TECH ED HS	231,089.00	0.00	231,089.00	0.00	231,089.00	0.00
2280-114-02-0000	SALARY TECH ED MS	213,278.00	0.00	213,278.00	0.00	213,278.00	0.00
2280-201-02-0000	EQUIPMENT TECH MS	5,500.00	-5,392.00	108.00	0.00	108.00	0.00
2280-402-01-0000	REPAIRS TECH ED HS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2280-402-02-0000	REPAIRS TECH ED MS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2280-451-01-0000	CONTRACTS TECH ED	500.00	0.00	500.00	0.00	0.00	500.00
2280-490-01-0000	BOCES TUITION TECH ED HS	250,000.00	0.00	250,000.00	0.00	250,000.00	0.00

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2280-501-01-5800	SUPPLIES BUSINESS ED HS	300.00	0.00	300.00	0.00	0.00	300.00
2280-501-02-0000	SUPPLIES TECH ED MS	8,300.00	0.00	8,300.00	0.00	0.00	8,300.00
2280-501-02-5800	SUPPLIES HOME ECONOMIC MS	10,000.00	0.00	10,000.00	0.00	8,192.08	1,807.92
2330-135-00-3800	SALARY SUMM SCHOOL TEACH	36,000.00	0.00	36,000.00	36,467.93	0.00	-467.93
2330-142-00-4000	SALARY DRIVERS ED INSTRUC	25,911.00	0.00	25,911.00	3,986.32	21,924.68	0.00
2330-163-00-4000	SALARY DRIVER ED CLERICAL	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
2330-501-00-3800	SUPPLIES SUMMER SCHOOL	750.00	0.00	750.00	0.00	0.00	750.00
2330-501-00-4000	SUPPLIES DRIVER EDUCATION	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2610-119-03-0000	SALARY ELEM SCH LIBR MN	0.00	0.00	0.00	0.00	117,965.00	-117,965.00
2610-119-04-0000	SALARY ELEM SCH LIBR HB	127,137.00	0.00	127,137.00	0.00	0.00	127,137.00
2610-120-01-0000	SALARY SECOND SCH LIBR HS	147,803.00	0.00	147,803.00	0.00	147,803.00	0.00
2610-120-02-0000	SALARY SECOND SCH LIBR MS	117,965.00	0.00	117,965.00	0.00	127,137.00	-9,172.00
2610-166-01-0000	SCH LIB INST AIDES HS	21,531.00	0.00	21,531.00	0.00	21,531.00	0.00
2610-166-02-0000	SCH LIB INST AIDES MS	20,831.00	0.00	20,831.00	0.00	20,831.00	0.00
2610-166-03-0000	SCH LIB INST AIDES MANOR	21,406.00	0.00	21,406.00	0.00	21,406.00	0.00
2610-166-04-0000	SCH LIB INST AIDES HARBOR	31,878.00	0.00	31,878.00	147.36	31,730.64	0.00
2610-451-00-0000	CONTRACTS LIBRARY	8,000.00	0.00	8,000.00	0.00	3,024.93	4,975.07
2610-451-01-0000	CONTRACTS LIBRARY HS	3,000.00	0.00	3,000.00	0.00	2,096.53	903.47
2610-451-02-0000	CONTRACTS LIBRARY MS	2,200.00	0.00	2,200.00	0.00	1,827.53	372.47
2610-451-03-0000	CONTRACTS LIBRARY MANOR	2,200.00	0.00	2,200.00	0.00	1,827.53	372.47
2610-451-04-0000	CONTRACTS LIBRARY HARBOR	2,200.00	0.00	2,200.00	0.00	1,827.53	372.47
2610-484-01-0000	PERIODICALS LIBRARY HS	5,000.00	0.00	5,000.00	0.00	4,729.75	270.25
2610-484-02-0000	PERIODICALS LIBRARY MS	3,500.00	0.00	3,500.00	0.00	0.00	3,500.00
2610-484-03-0000	PERIODICALS LIBRARY MANOR	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-484-04-0000	PERIODICALS LIBRARY HARBO	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-485-01-0000	REFERENCE BOOKS HS	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-485-02-0000	REFERENCE BOOKS MS	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-485-03-0000	REFERENCE BOOKS MANOR	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-485-04-0000	REFERENCE BOOKS HARBOR	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
2610-486-01-0000	LIBRARY BOOKS HS	10,000.00	0.00	10,000.00	0.00	1,500.00	8,500.00
2610-486-02-0000	LIBRARY BOOKS MS	10,000.00	0.00	10,000.00	0.00	2,090.70	7,909.30
2610-486-03-0000	LIBRARY BOOKS MANOR	6,500.00	0.00	6,500.00	0.00	1,750.89	4,749.11
2610-486-04-0000	LIBRARY BOOKS HARBOR	7,000.00	0.00	7,000.00	0.00	1,780.05	5,219.95
2610-490-00-0000	BOCES LIBRARY & AUDIO	55,000.00	0.00	55,000.00	12,916.67	42,083.33	0.00
2610-501-01-0000	SUPPLIES LIBRARY HS	4,000.00	0.00	4,000.00	0.00	3,106.22	893.78
2610-501-02-0000	SUPPLIES LIBRARY MS	3,500.00	0.00	3,500.00	0.00	37.27	3,462.73
2610-501-03-0000	SUPPLIES LIBRARY MANOR	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
2610-501-04-0000	SUPPLIES LIBRARY HARBOR	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2620-201-01-0000	EQUIPMENT AUDIO VISU	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
2620-201-02-0000	EQUIPMENT AV MS	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
2620-501-00-0000	SUPPLIES AV/DIGITAL DW	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
2620-501-01-0000	SUPPLIES AV/DIGITAL HS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2620-501-02-0000	SUPPLIES AV/DIGITAL MS	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
2620-501-03-0000	SUPPLIES AV/DIGITAL MANOR	3,000.00	0.00	3,000.00	0.00	1,985.00	1,015.00
2620-501-04-0000	SUPPLIES AV/DIGITAL HARBO	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
2630-150-00-0000	DIRECTOR OF TECHNOLOGY	117,300.00	0.00	117,300.00	18,153.84	99,846.16	-700.00
2630-160-00-0000	TECHNOLOGY - CLERICAL	103,278.00	0.00	103,278.00	10,912.86	36,938.00	55,427.14
2630-200-00-0000	EQUIPMENT COMPUTERS	25,550.00	7,430.00	32,980.00	7,430.00	2,200.00	23,350.00
2630-200-05-0000	EQUIPMENT COMP NON-PUBLIC	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
2630-220-05-0000	COMPUTER HARDWARE NON-PUB	10,274.00	0.00	10,274.00	0.00	0.00	10,274.00
2630-401-00-0000	TRAVEL-EDUCATIONAL TECH	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2630-403-00-0000	REPAIRS COMPUTER	1,500.00	0.00	1,500.00	1,295.00	0.00	205.00
2630-449-00-0000	CONTRACTS-COMPUTER SERVIC	9,050.00	240.00	9,290.00	3,637.97	3,458.01	2,194.02
2630-455-00-0000	COMPUTER SOFTWARE DISTRIC	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2630-455-05-0000	COMPUTER SOFTWARE NONPUBL	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
2630-490-00-0000	BOCES - COMPUTER ASSISTED	2,525,196.00	0.00	2,525,196.00	351,476.59	2,173,719.41	0.00
2630-501-00-8000	COPIER CENTER SUPPLIES	165,000.00	0.00	165,000.00	7.90	162,009.38	2,982.72
2630-512-00-0000	COMPUTER SUPPLIES DW	20,400.00	65.00	20,465.00	1,459.25	7,646.64	11,359.11
2630-512-02-0000	COMPUTER SUPPLIES MS	0.00	0.00	0.00	0.00	998.88	-998.88
2805-160-01-0000	SALARY ATT CLER HS	59,993.00	0.00	59,993.00	3,452.00	55,364.00	1,177.00
2805-160-02-0000	SALARY ATT CLER MS	40,529.00	0.00	40,529.00	0.00	39,754.00	775.00
2810-136-01-0000	SALARY GUIDANCE HS	517,410.00	0.00	517,410.00	0.00	517,410.00	0.00
2810-136-02-0000	SALARY GUIDANCE MS	199,760.00	0.00	199,760.00	0.00	203,439.00	-3,679.00
2810-162-01-0000	SALARY SECR GUIDANCE HS	89,896.00	0.00	89,896.00	13,558.92	74,574.08	1,763.00
2810-168-02-0000	SALARY CLER GUIDANCE MS	46,597.00	0.00	46,597.00	7,028.16	38,654.84	914.00
2810-485-03-0000	REFERENCE GUIDANCE MANOR	500.00	0.00	500.00	0.00	0.00	500.00
2810-490-00-0000	BOCES GUIDANCE	28,000.00	0.00	28,000.00	0.00	28,000.00	0.00
2810-501-03-0000	SUPPLIES GUIDANCE MANOR	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2810-501-04-0000	SUPPLIES GUIDANCE HARBOR	500.00	0.00	500.00	0.00	0.00	500.00
2815-137-00-0000	SALARY SCHOOL NURSES	194,974.00	0.00	194,974.00	11,930.00	255,828.94	-72,784.94
2815-137-00-0010	SALARY SCHOOL NURSES OT	65,000.00	0.00	65,000.00	0.00	0.00	65,000.00
2815-137-01-0000	SALARY SCHOOL NURSES HS	69,659.00	0.00	69,659.00	74.64	69,659.00	-74.64
2815-137-02-0000	SALARY SCHOOL NURSES MS	77,850.00	0.00	77,850.00	2,273.20	77,850.00	-2,273.20
2815-137-03-0000	SALARY SCH NURSES MANOR	69,659.00	0.00	69,659.00	1,044.96	69,659.00	-1,044.96
2815-137-04-0000	SALARY SCH NURSES HARBOR	67,205.00	0.00	67,205.00	0.00	65,306.00	1,899.00
2815-137-05-0000	SALARY SCH NURSES PAROCH	77,323.00	0.00	77,323.00	0.00	77,323.00	0.00
2815-440-00-0000	CONTRACTS HEALTH SERVICES	151,000.00	0.00	151,000.00	806.00	806.00	149,388.00

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2815-490-00-0000	BOCES HEALTH SERVICES	15,000.00	0.00	15,000.00	0.00	15,000.00	0.00
2815-501-01-0000	SUPPLIES NURSE HS	1,500.00	0.00	1,500.00	0.00	1,257.62	242.38
2815-501-02-0000	SUPPLIES NURSE MS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2815-501-03-0000	SUPPLIES NURSE MANOR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2815-501-04-0000	SUPPLIES NURSE HARBOR	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2815-501-05-0000	SUPPLIES NURSE NON PUBLIC	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
2820-121-00-0000	SALARY PSYCHOLOGISTS	0.00	0.00	0.00	16,155.78	0.00	-16,155.78
2820-121-01-0000	SALARY PSYCHOLOGISTS HS	185,806.00	0.00	185,806.00	0.00	300,300.70	-114,494.70
2820-121-02-0000	SALARY PSYCHOLOGISTS MS	95,112.00	0.00	95,112.00	0.00	97,974.00	-2,862.00
2820-121-03-0000	SALARY PSYCHOLOGIST MANOR	248,594.00	0.00	248,594.00	0.00	124,018.00	124,576.00
2820-121-04-0000	SALARY PSYCH HARBOR	190,252.00	0.00	190,252.00	0.00	80,903.00	109,349.00
2820-121-05-0000	SALARY PSYCH ST WILL	283,860.00	0.00	283,860.00	0.00	283,860.00	0.00
2820-451-00-0000	CONTRACTS PSYCHOLOGY	30,600.00	0.00	30,600.00	0.00	0.00	30,600.00
2825-122-00-0000	SALARY SOCIAL WORKERS	0.00	0.00	0.00	4,462.15	0.00	-4,462.15
2825-122-01-0000	SALARY SOCIAL WORKERS HS	132,635.00	0.00	132,635.00	0.00	137,096.00	-4,461.00
2825-122-02-0000	SALARY SOCIAL WORKERS MS	103,295.00	0.00	103,295.00	0.00	103,295.00	0.00
2825-122-03-0000	SALARY SOC WORKER MANOR	108,244.00	0.00	108,244.00	0.00	108,244.00	0.00
2825-122-04-0000	SALARY SOC WORKER HARBOR	85,755.00	0.00	85,755.00	0.00	85,755.00	0.00
2825-122-05-0000	SALARY SOCIAL WRK ST WILL	77,052.00	0.00	77,052.00	0.00	0.00	77,052.00
2850-132-01-0000	SALARY SUPERVISION HS	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
2850-132-01-3600	SALARY COCURRIC HS	185,897.00	0.00	185,897.00	11,493.00	0.00	174,404.00
2850-132-02-0000	SALARY SUPERVISION MS	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
2850-132-02-3600	SALARY COCURRIC MS	57,438.00	0.00	57,438.00	0.00	0.00	57,438.00
2850-132-03-0000	SALARY SUPERVISION MNR	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
2850-132-03-3600	SALARY COCURRIC MNR	19,748.00	0.00	19,748.00	0.00	0.00	19,748.00
2850-132-04-0000	SALARY SUPERVISION HRB	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00
2850-132-04-3600	SALARY COCURRIC HRB	19,748.00	0.00	19,748.00	0.00	0.00	19,748.00
2855-133-01-0000	SALARY COACH INTERSCH HS	405,927.00	0.00	405,927.00	0.00	174,774.00	231,153.00
2855-133-02-0000	SALARY COACH INTERSCH MS	141,261.00	0.00	141,261.00	0.00	36,166.00	105,095.00
2855-147-00-0000	SALARY INTRSCHL ACTIVITIE	85,000.00	0.00	85,000.00	0.00	0.00	85,000.00
2855-150-00-0000	SALARY ATHLETIC DIRECTOR	182,356.00	0.00	182,356.00	28,054.76	154,301.24	0.00
2855-401-00-0000	TRAVEL CONFERENCE	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
2855-402-00-0000	REPAIRS INTERSCHOLASTIC	27,400.00	0.00	27,400.00	0.00	0.00	27,400.00
2855-406-01-0000	OTHER INTERSCHO EXP HS	40,670.00	0.00	40,670.00	830.00	11,200.00	28,640.00
2855-406-02-0000	OTHER INTERSCHO EXP MS	2,800.00	0.00	2,800.00	0.00	0.00	2,800.00
2855-451-01-0000	CONTRACTS ATHLETICS HS	50,430.00	0.00	50,430.00	2,000.55	7,880.00	40,549.45
2855-451-02-0000	CONTRACTS ATHLETICS MS	825.00	0.00	825.00	0.00	500.00	325.00
2855-484-00-0000	PERIODICALS INTERSCHOLAST	200.00	0.00	200.00	0.00	0.00	200.00

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2855-490-00-0000	BOCES SERVICES INTERSCHOL	122,140.00	0.00	122,140.00	28,756.17	93,383.83	0.00
2855-501-00-0000	SUPPLIES INTERSCHOLASTIC	0.00	0.00	0.00	0.00	0.00	0.00
2855-501-01-0000	SUPPLIES INTERSCHOL HS	37,300.00	4,000.00	41,300.00	4,936.23	34,650.81	1,712.96
2855-501-02-0000	SUPPLIES INTERSCHOL MS	10,500.00	-4,000.00	6,500.00	92.55	4,527.27	1,880.18
2855-504-01-0000	ATHLETICS UNIFORMS HS	22,395.00	0.00	22,395.00	10,260.00	8,913.80	3,221.20
2855-504-02-0000	ATHLETICS UNIFORMS MS	11,958.00	0.00	11,958.00	8,672.00	3,110.50	175.50
5510-162-00-0000	SALARY TRANSP CLERICAL	96,648.00	0.00	96,648.00	14,200.32	80,601.68	1,846.00
5510-178-00-0000	SALARY SPVSR PUPIL TRANS.	127,449.00	0.00	127,449.00	19,223.08	105,726.92	2,499.00
5510-400-00-0000	TRANSPORTATION CONTRACT	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
5510-501-00-0000	SUPPLIES TRANSPORTATION	1,500.00	0.00	1,500.00	375.00	0.00	1,125.00
5540-441-00-0000	CONTRACTS PUPIL TRANSPORT	4,404,000.00	0.00	4,404,000.00	1,300.00	4,298,000.00	104,700.00
5540-490-00-0000	TRANSPORTATION BOCES	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00
5541-436-00-0000	TRANSPORTATION ATHLETICS	275,000.00	0.00	275,000.00	0.00	255,000.00	20,000.00
5541-445-01-0000	TRANSP FIELD TRIP HS	36,500.00	0.00	36,500.00	0.00	25,000.00	11,500.00
5541-445-02-0000	TRANSP FIELD TRIP MS	19,600.00	0.00	19,600.00	0.00	0.00	19,600.00
5541-445-03-0000	TRANSP FIELD TRIP MANOR	4,000.00	0.00	4,000.00	100.00	0.00	3,900.00
5541-445-04-0000	TRANSP FIELD TRIP HARBOR	5,614.00	0.00	5,614.00	0.00	0.00	5,614.00
8070-163-00-0000	SALARY P/T BOOKROOM AIDES	20,000.00	0.00	20,000.00	3,259.62	0.00	16,740.38
9010-801-00-0000	BENEFITS ERS	1,000,000.00	0.00	1,000,000.00	112,680.84	1,061,870.08	-174,550.92
9020-802-00-0000	BENEFITS TRS	3,200,000.00	0.00	3,200,000.00	57,753.17	2,566,247.20	575,999.63
9030-803-00-0000	BENEFITS FICA	3,311,294.00	0.00	3,311,294.00	110,437.02	3,009,685.62	191,171.36
9040-804-00-0000	BENEFITS WORKERS COMP	321,000.00	0.00	321,000.00	82,379.54	232,413.22	6,207.24
9045-805-00-0000	BENEFITS LIFE INSURANCE	3,500.00	0.00	3,500.00	417.38	1,250.00	1,832.62
9050-806-00-0000	BENEFITS UNEMPLOYMENT	25,000.00	0.00	25,000.00	0.00	20,000.00	5,000.00
9055-807-00-0000	BENEFITS DISABILITY INS	91,000.00	0.00	91,000.00	9,944.54	50,055.46	31,000.00
9060-808-00-0000	BENEFITS HEALTH INSURANCE	12,324,000.00	0.00	12,324,000.00	3,112,681.12	9,361,238.06	-149,919.18
9060-808-00-PAYR	BENEFITS DECLINATIONS	240,824.00	0.00	240,824.00	0.00	0.00	240,824.00
9065-809-00-0000	BENEFITS DENTAL & OPTICAL	410,000.00	0.00	410,000.00	93,111.00	236,596.30	80,292.70
9090-810-00-0000	COMPENSATED ABSENCES	275,000.00	0.00	275,000.00	25,000.00	0.00	250,000.00
9760-702-00-0000	INTEREST TAX ANTICIPATION	170,000.00	0.00	170,000.00	0.00	0.00	170,000.00
9901-950-00-0000	TRANSFER SPECIAL AID FUND	70,000.00	0.00	70,000.00	0.00	0.00	70,000.00
9901-970-00-0000	TRANSFER TO DEBT SERVICE	1,320,250.00	0.00	1,320,250.00	1,240,188.50	0.00	80,061.50
9950-901-00-0000	TRANSFER TO CAPITAL FUND	920,000.00	0.00	920,000.00	0.00	0.00	920,000.00
Total GENERAL FUND		**86,302,965.00**	**172,454.25**	**86,475,419.25**	**7,770,376.03**	**69,924,195.31**	**8,780,847.91**

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: C SCHOOL LUNCH FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2860-200-00	Equipment for Cafeteria	20,000.00	10,700.00	30,700.00	10,700.00	10,145.61	9,854.39
2860-400-00	Repair of Equipment	45,000.00	3,697.73	48,697.73	7,337.47	9,719.36	31,640.90
2860-401-00	Other Exp-Warehouse Fee	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2860-402-00	Sales Meals Served	1,160,000.00	0.00	1,160,000.00	7,695.29	631,000.00	521,304.71
2860-408-00	Reimbursement Food lost	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2860-409-00	Surplus Food	18,000.00	0.00	18,000.00	0.00	0.00	18,000.00
2860-501-00	Other Supplies	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
9901-960-00	Interfund Transf to G/F	70,000.00	0.00	70,000.00	0.00	0.00	70,000.00
Total SCHOOL LUNCH FUND		**1,324,000.00**	**14,397.73**	**1,338,397.73**	**25,732.76**	**650,864.97**	**661,800.00**

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: F SPECIAL AID FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1621-400-CRP911	CRP 911 Grant	125,000.00	0.00	125,000.00	0.00	109,890.55	15,109.45
2110-150-27TTL1	TITLE 1 INSTR. SALARIES	83,645.00	0.00	83,645.00	0.00	83,645.00	0.00
2110-400-26TTL2	TITLE 2- PURCH SVCS	6,547.00	0.00	6,547.00	1,450.00	0.00	5,097.00
2110-400-26TTL4	TITLE 4- PURCH SVCS	237.00	0.00	237.00	0.00	0.00	237.00
2110-501-26TTL1	TITLE 1 - SUPPLIES	200.00	0.00	200.00	0.00	0.00	200.00
2110-501-26TTL2	TITLE 2 - TRAVEL EXPENSES	301.00	0.00	301.00	0.00	0.00	301.00
2110-501-26TTL4	TITLE 4- SUPPLIES	163.00	0.00	163.00	0.00	0.00	163.00
2250-150-27S611	SEC 611 PROF SALARIES	280,481.00	0.00	280,481.00	10,615.73	269,231.00	634.27
2250-150-27S619	SEC 619 PROF SALARIES	7,299.00	0.00	7,299.00	0.00	7,299.00	0.00
2250-160-26S611	SEC 611-NON PROF SAL	0.00	131,091.00	131,091.00	0.00	0.00	131,091.00
2250-160-27S611	SEC 611-NON PROF SAL	131,091.00	0.00	131,091.00	20,168.00	110,923.00	0.00
2250-400-26S611	SEC 611 - PURCH'D SVCS	11,835.00	0.00	11,835.00	3,000.00	0.00	8,835.00
2250-400-26S619	SEC 619 PURCH SERVICES	6,765.00	0.00	6,765.00	0.00	0.00	6,765.00
2250-400-27S611	SEC 611 - PURCH'D SVCS	117,569.00	0.00	117,569.00	0.00	0.00	117,569.00
2250-400-27S619	SEC 619 PURCH SERVICES	10,409.00	0.00	10,409.00	0.00	0.00	10,409.00
2250-401-27S611	SEC 611 TRAVEL	3,600.00	0.00	3,600.00	0.00	0.00	3,600.00
2250-501-26S619	SEC 619 SUPPLIES	262.30	0.00	262.30	0.00	0.00	262.30
2250-501-27S611	SEC 611 SUPPLIES	13,200.00	0.00	13,200.00	500.00	0.00	12,700.00
2250-501-27S619	SEC 619 SUPPLIES	1,003.00	0.00	1,003.00	0.00	0.00	1,003.00
2253-150-27SUMH	26-27 SUMR HNDCP TEACHIN	0.00	0.00	0.00	56,750.49	0.00	-56,750.49
2253-160-27SUMH	26-27 SUMR HNDCP AIDES	0.00	0.00	0.00	43,895.89	0.00	-43,895.89
2253-472-27SUMH	26-27 SUMR HNDP TUITION	100,000.00	0.00	100,000.00	0.00	0.00	100,000.00
5540-441-27SUMT	26-27 SUMMER TRANS	175,000.00	0.00	175,000.00	138,704.85	5,000.00	31,295.15
Total SPECIAL AID FUND		**1,074,607.30**	**131,091.00**	**1,205,698.30**	**275,084.96**	**585,988.55**	**344,624.79**

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: H CAPITAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1621-293-00-012526	Harbor Roof	0.00	2,617,141.70	2,617,141.70	2,023,975.00	593,166.70	0.00
1621-293-00-022425	Harbor Bathrooms	2,035.50	412.08	2,447.58	0.00	412.08	2,035.50
1621-293-00-022526	Manor Roof	0.00	2,910,259.52	2,910,259.52	1,171,065.00	1,739,194.52	0.00
1621-293-00-072425	HS Excav/Drainage	0.00	6,050.00	6,050.00	0.00	6,050.00	0.00
1621-293-00-082425	Security/Door Ajar	0.00	4,896.00	4,896.00	0.00	4,896.00	0.00
1621-293-00-260006	HS Dust Collection	0.00	104,153.20	104,153.20	47,286.25	56,866.95	0.00
1621-293-00-990001	Reserve-Door Ajar/Camera	0.00	13,974.57	13,974.57	0.00	13,974.57	0.00
1621-293-00-990002	Reserve-Elevator	0.00	10,548.87	10,548.87	0.00	10,548.87	0.00
1621-293-26-010360	HS Intetior Access Outdoo	250,000.00	0.00	250,000.00	0.00	0.00	250,000.00
1621-293-26-060290	MS Gym Windows	438,000.00	0.00	438,000.00	8,034.18	13,965.82	416,000.00
1621-293-26-060300	MS Bathrooms	232,000.00	0.00	232,000.00	6,520.78	8,376.47	217,102.75
Total CAPITAL FUND		**922,035.50**	**5,667,435.94**	**6,589,471.44**	**3,256,881.21**	**2,447,451.98**	**885,138.25**

SEAFORD UFSD

Budget Status Report As Of: 08/31/2026

Fiscal Year: 2027

Fund: V DEBT SERVICE

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
9711-600-00-0000	Serial Bond Principal	0.00	0.00	0.00	1,145,000.00	0.00	-1,145,000.00
9711-700-00-0000	Serial Bond Interest	0.00	0.00	0.00	95,188.50	0.00	-95,188.50
Total DEBT SERVICE		**0.00**	**0.00**	**0.00**	**1,240,188.50**	**0.00**	**-1,240,188.50**

SEAFORD UFSD

Budgetary Transfer Report
Fiscal Year: 2027
Current Appropriation - Effective From: 08/01/2026 To: 08/31/2026

Effective Date	Trans ID	Transaction Description	Budget Account	Description	Amount Transferred From	Amount Transferred To
Fund: A - GENERAL FUND						
08/05/2026	001129	Transfer postage budget from PPS to HS				
			A2250-407-00-0000 R	POSTAGE SPECIAL EDUCATION	-3,200.00	
			A2110-407-01-0000 R	POSTAGE HS		3,200.00
08/05/2026	001326	TRANSFER FOR BUILDING TV DISPLAY SOFTWARE HARBOR				
			A2020-501-04-0000 R	SUPPLIES GENERAL HARBOR	-305.00	
			A2630-449-00-0000 R	CONTRACTS-COMPUTER SERVIC		240.00
			A2630-512-00-0000 R	COMPUTER SUPPLIES DW		65.00
08/05/2026	001329	Transfer for periodicals - requested budget amount was no allocated				
			A2110-485-02-0000 R	REFERENCE BOOKS MS	-750.00	
			A2110-484-02-0000 R	PERIODICALS MS		750.00
08/05/2026	001561	Vex Robotics				
			A2280-201-02-0000 R	EQUIPMENT TECH MS	-5,392.00	
			A2020-501-02-0000 R	SUPPLIES GENERAL MS		5,392.00
08/28/2026	002227	Purchasing of Planbook.com				
			A2110-490-00-0000 R	BOCES TEACHING REG SCHOOL	-3,850.00	
			A2010-451-00-0000 R	CONTRACTS CURRICULUM		3,850.00
			Total for Fund A - GENERAL FUND		-13,497.00	13,497.00

Seaford UFSD
Budget Transfers Exceeding $10,000

	FROM			TO		
DATE	ACCOUNT CODE	ACCOUNT NAME	AMOUNTS	ACCOUNT CODE	ACCOUNT NAME	AMOUNTS
9/23/2026	2110-111-03-0000	Salary Elem Teach Manor	$10,010.00			
	2110-111-04-0000	Salary Elem Teach Harbor	$10,017.00			
				2110-473-00-0000	Tuition to Other District	$20,027.00
			$20,027.00			$20,027.00
Funds to cover students sent to Other District						

BOE APPROVAL: _____ DATE: _____

SEAFORD UNION FREE SCHOOL DISTRICT
Seaford, New York

TO: Dr. Adele V. Pecora
FROM: Dr. Sheena R. Jacob
DATE: September 23, 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: No Recommended Actions

P-5: TERMINATIONS: No Recommended Actions

P-6: TENURE APPOINTMENTS: No Recommended Actions

P-7: APPOINTMENTS: No Recommended Actions

P-8: OTHER:

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

Alyssa Strype	Young Acting Club 3&4	$1035
Alyssa Strype	Garden Club 3-5	$1035
Christen Schade	Garden Club K-2	$1035
Maria Bellacosa	Steam Makerspace K-3	$1035
Jean Marie Aplustille	Debate Club 4-5	$1035

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

Christina DeAngelis	TLC Co Advisor	$797

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

Curtis Tripoli	National Art Honor Society	$1594

SEAFORD UNION FREE SCHOOL DISTRICT
Seaford, New York

TO: Dr. Adele V. Pecora
FROM: Dr. Sheena R. Jacob
DATE: September 23, 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. **LUCIA MARCIANO**
   Position: Teacher Aide Part Time
   Civil Service Title: Teacher Aide Part Time
   Location: Seaford Harbor School
   Effective Date: September 18, 2026

2. **CHRISTINE COLLETTI**
   Position: Teacher Aide Part Time
   Civil Service Title: Teacher Aide Part Time
   Location: Seaford Manor School
   Effective Date: September 25, 2026

3. **VIKAS TRIVEDI**
   Position: School Monitor Part Time
   Civil Service Title: School Monitor Part Time
   Location: Seaford Middle School
   Effective Date: September 27, 2026 (To Become a Teacher Aide Part Time)

P-5: TERMINATIONS: No Recommended Actions

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

(*) 1. **BIANCA ADAMO**
   Position: Teacher Aide Part Time Substitute
   Civil Service Title: Teacher Aide Part Time Substitute
   Type of Appointment: Substitute
   Location: Manor School
   Salary: $17.00 per hour
   Reason: To Meet District Needs
   Effective Date: September 28, 2026

(*) 2. **DONNA ONORATO**

Position:	Teacher Aide Part Time Substitute
Civil Service Title:	Teacher Aide Part Time Substitute
Type of Appointment:	Substitute
Location:	Manor School
Salary:	$17.00 per hour
Reason:	To Meet District Needs
Effective Date:	September 28, 2026

(*) 3. **DANIELIS FELICIANO**

Position:	Teacher Aide Part Time
Civil Service Title:	Teacher Aide Part Time
Type of Appointment:	Part Time
Location:	Middle School
Salary:	$17.00 per hour
Reason:	To Meet District Needs
Effective Date:	September 24, 2026

(*) 4. **DANA DELLES**

Position:	Teacher Aide Part Time
Civil Service Title:	Teacher Aide Part Time
Type of Appointment:	Part Time
Location:	Middle School
Salary:	$17.00 per hour
Reason:	To Meet District Needs
Effective Date:	September 24, 2026

(*) 5. **VIKAS TRIVEDI**

Position:	Teacher Aide Part Time
Civil Service Title:	Teacher Aide Part Time
Type of Appointment:	Part Time
Location:	Middle School
Salary:	$17.00 per hour
Reason:	To Meet District Needs
Effective Date:	September 28, 2026

P-7: LEAVES: No Recommended Actions

P-8: OTHER:

a) Recommend the Board of Education approve the transfer of Jonathan Martinez from the Seaford Middle School to the Seaford High School as of September 24, 2026.

b) Recommend the Board of Education approve the transfer of Antoine Blaise from the Seaford High School to the Seaford Middle School as of September 24, 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: September 18, 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:
8/19/26, 8/28/26, 9/14/26, 9/16/26.

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 DEVELOPMENTAL DISABILITIES INSTITUTE (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 99 Hollywood Drive, Smithtown, New York 11787.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with institutions within the State of New York for the instruction of handicapped students in those situations where SCHOOL DISTRICT is unable to provide for the education of handicapped students in special classes in the public schools; and

WHEREAS, SERVICE PROVIDER is a registered non-public school chartered by the Board of Regents of the University of the State of New York as a non-profit education corporation authorized to establish, conduct, operate, and maintain an educational program; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide instruction to the students enrolled in the program operated by SERVICE PROVIDER; and

WHEREAS, SERVICE PROVIDER warrants that it has reviewed the individualized education program ("IEP") and/or the 504 accommodation plan of each student receiving services from 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 SCHOOL DISTRICT's students with instruction as more fully described herein.

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:**

   a. SERVICE PROVIDER shall provide adequate instruction, related services and/or a facility to students enrolled at SERVICE PROVIDER's facility during the school year. The education provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the students, and in accordance with Commissioner's Regulations, all applicable Federal, State and local statutes, rules and ordinances. SERVICE PROVIDER agrees to provide services in accordance with the State Education Department's regulations, using only professionals/service providers certified by the New York State Education Department. SERVICE PROVIDER further

agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.

b. SERVICE PROVIDER shall provide the following services, consisting of, but not limited to, the following:

   i. Services based on individual student IEPs;

   ii. The implementation of goals and objectives for the educational services provided as per each individual student's IEP;

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

   iv. 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;

   v. Attend all such CSE meetings;

   vi. Complete evaluations as per the request of the Director of Special Education on an as needed basis; and

   vii. Comply with any testing requirements upon notification of such review dates.

c. 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 and funding source requirements and guidelines.

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

3. **PAYMENT SCHEDULE:**

a. In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the period of this Agreement, SCHOOL DISTRICT will pay to SERVICE PROVIDER, for each student, the applicable tuition rate set by the State Education Department, based on the student's program as per Section 175.6 of the Commissioner's Regulations. If the tuition rates for this school year are not available at the beginning of that school year, SCHOOL DISTRICT shall pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that SERVICE PROVIDER will be paid in accordance with the rates applicable to that current school year. Any overpayments will be reimbursed by SERVICE PROVIDER to SCHOOL DISTRICT.

b. SCHOOL DISTRICT shall be responsible for payment of the tuition as provided for in this Agreement as long as the student is enrolled in SERVICE PROVIDER's program. SCHOOL DISTRICT reserves the right to add or delete a student from the list of the students covered by this Agreement at any time during the school term. Enrollment for any period less than one (1) month shall be prorated.

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 of SERVICE PROVIDER shall be deemed employees 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 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 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. 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 services to the student(s).

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 tuition and related service costs. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by SCHOOL DISTRICT, in accordance with Section 175.6 of the Regulations of the Commissioner of Education.

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 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. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such student in such program, in which event this Agreement shall be canceled forthwith in regard to such student for whom such releases are not submitted.

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. **REPORTS TO STATE:** SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER's or SCHOOL DISTRICT's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with law, but in no event, not less than six (6) years from the date of this Agreement.

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

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

17. **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.

18. **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.

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. **STUDENT REMOVAL:** SCHOOL DISTRICT shall have the right to add or remove a student from the program/services at any time during the school year. Payment for students added or removed shall be prorated for the period of time services were provided to the student.

21. **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.

22. **TERMINATION:**

a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to SERVICE PROVIDER. 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 (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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:

Developmental Disabilities Institute
99 Hollywood Drive
Smithtown, New York 11787

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

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

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

37. **CHARTER:** SERVICE PROVIDER shall maintain its charter as an approved educational program from the Regents of the University of the State of New York. It is understood and agreed

by the parties that failure to do so shall render this Agreement void, in which case SERVICE PROVIDER shall be entitled to no compensation for the portion of the school year in which the charter ceases to be maintained and shall reimburse SCHOOL DISTRICT any amounts already received for that portion of the School Year. SERVICE PROVIDER shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to provision of educational services to disabled students.

38. **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.

39. **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.

40. **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: _____

DEVELOPMENTAL DISABILITIES INSTITUTE

Date: 1-27-26 By: Kim M. Kubasek

Kim M. Kubasek
Chief Executive Officer

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: Kim M. Kubasek — DDI — 1-27-26

Kim M. Kubasek
Chief Executive Officer

Organization

Date

EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The School District is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. The Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York State. The terms of the plan cannot conflict with any other terms of or Exhibits to the Data Privacy Agreement to which this Exhibit C is attached. **While this plan is not required to be posted to the District's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems. DO NOT LIMIT RESPONSES TO THE SPACES PROVIDED.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract	Follow all Agency Policies & Procedures developed in concert with regular risk Assessment Audits.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	Limited access to data based upon job function. Data Security Software guards against data penetration.
3	Specify how your officers, employees and Subcontractors who have access to PII pursuant to the Service Agreement will receive training on the federal and State laws that govern the confidentiality of PII.	Orientation trainings for all employees. Annual re-certification trainings are mandatory.
4	Outline the processes that ensure that your officers, employees and Subcontractors are bound by written agreement to the requirements of the Service Agreement, at a minimum.	Penalties for violation include disciplinery action up to termination of employment.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the District.	Written policies and procedures for such incidents. They are reported to Chief Privacy Officer who is responsible to report District.

6	Describe how data will be transitioned to the District when no longer needed by you to meet your contractual obligations, if applicable.	Encrypted transmission of electronic records. Directed delivery of hard records. Non-requested records destroyed as per regulations.
7	Describe your secure destruction practices and how certification will be provided to the District.	Electronic records deleted from Cloud storage. Hard records shredded. Certification provided if requested by District.
8	Outline how your data security and privacy program/practices align with the District's applicable policies.	Practices are fully compliant with all laws and regulations.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	***USE TEMPLATE BELOW***

EXHIBIT C.1 – NIST CSF TABLE

The table below will aid the review of a Contractor's Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at https://www.nist.gov/cyberframework/new-framework. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	7
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions	7
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	7
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	7
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	7
	Supply Chain Risk Management (ID.SC): The organization's priorities, constraints,	7

	risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	
PROJECT (PR)	**Identity Management, Authentication and Access Control (PR.AC):** Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	7
	Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	7
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	7
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	7
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	7
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	7
DETECT	**Anomalies and Events (DE.AE):** Anomalous activity is detected and the potential impact of events is understood.	7
	Security Continuous Monitoring (DE.CM): The information system and	7

(DE)	assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	7
RESPOND (RS)	**Response Planning (RS.RP):** Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	7
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	7
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	7
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	7
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	7
RECOVER (RC)	**Recovery Planning (RC.RP):** Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	7
	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	7
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	7

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY): 9/3/2026

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:	
IRWIN SIEGEL AGENCY PO BOX 309 ROCK HILL, NY 12775	PHONE (A/C, No Ext): 800-622-8272 x 78056	FAX (A/C No): 845-796-3661
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Berkshire Hathaway Specialty Ins. Co.	22276
INSURED DEVELOPMENTAL DISABILITIES INSTITUTE, INC. DBA BRIGHTWAY LIVING & LEARNING 99 HOLLYWOOD DRIVE SMITHTOWN, NY 11787-3135	INSURER B: Travelers/Charter Oak Fire ins Co	25615
	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.

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 X CLAIMS-MADE X OCCUR X Professional Liability $1Mil/3Mil X Abuse&Molestation $1Mil/1Mil GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		47SPK14913111	04/29/2026	04/29/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY 1000 comp 1000 coll	X		47RWS14913211	04/29/2026	04/29/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		47SUM14913311	04/29/2026	04/29/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB6S8609312651D	05/01/2026	05/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

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

SEAFORD UFSD is INCLUDED AS ADDITIONAL INSURED, AS THEIR INTEREST MAY APPEAR, ON A PRIMARY AND NON-CONTRIBUTORY BASIS WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECTS TO SERVICES PROVIDED BY THE NAMED INSURED. WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER

SEAFORD UFSD
1575 SEAMANS NECK ROAD
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 | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) DEVELOPMENTAL DISABILITIES INSTITUTE, INC. 99 HOLLYWOOD DRIVE SMITHTOWN, NY 11787-3135 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (631)366-2960 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 11-6077347
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) SEAFORD UFSD 1575 SEAMANS NECK ROAD SEAFORD, NY 11783	3a. Name of Insurance Carrier THE CHARTER OAK FIRE INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a" UB-6S860931-26-51-D 3c. Policy effective period 05-01-2026 to 05-01-2027 3d. The Proprietor, Partners or Executive Officer 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: STEPHANIE BAKER
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: STEPHANIE BAKER (Signature) 04-27-2026 (Date)

Title: SR CUSTOMER SOLUTIONS REPRESENTATIVE

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4852

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

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into 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.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
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)

Developmental Disabilities Institute
99 Hollywood Drive
Smithtown, NY 11787

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

631-366-2900

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

11-6077347

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Seaford UFSD
1575 Seamans Neck Road
Seaford, NY 11783

3a. Name of Insurance Carrier

The Standard Life Insurance Company of New York
445 Hamilton Avenue, 11th floor
White Plains, New York 10601

3b. Policy Number of Entity Listed in Box "1a"

448445-A

3c. Policy effective period

1/1/26 to **12/31/27**

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 **1/20/2026** By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 732.815.2115 Name and Title Jason Anders, Manager, EB Client Management

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.***

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 New York State 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 my 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.

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.

EXHIBIT B: BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY -

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and 8 NYCRR § 121.3, the District is required to post information to its website about its contracts with third-party contractors ("Service Agreements") that will receive Personally Identifiable Information ("PII") from Student Data or Teacher or Principal APPR Data.

Developmental Disabilities Institute	
Term of Service Agreement	Agreement Start Date: 07/01/26 Agreement End Date: 06/30/27
Description of the purpose(s) for which Contractor will receive/access/use PII	PII received by the Contractor will be received, accessed and used only to perform the Contractor's Services pursuant to the Service Agreement with the District. List Purposes: _____ Children's Day Program - Purposes for Instruction, Behavior, Support Progress Reporting & Nursing Logs. Finance - Puposes for Invoicing, Billing & Attendance.
Type of PII that Contractor will receive/access	Check all that apply: ☒ Student PII ☐ Teacher or Principal APPR Data
Subcontractor Written Agreement Requirement	The Contractor will only share PII with entities or persons authorized by the Service Agreement. The Contractor will not utilize Subcontractors without written contracts that require 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 Service Agreement. Check applicable option. ☒ Contractor will not utilize Subcontractors. ☐ Contractor will utilize Subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Service Agreement, the Contractor will, as directed by the District in writing:

	• Securely transfer data to District, or a successor contractor at the District's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data by taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means.
Challenges to Data Accuracy	Parents, students, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the District. If a correction to data is deemed necessary, the District will notify the Contractor. The Contractor agrees to facilitate such corrections within 21 calendar days of receiving the District's written request.
Secure Storage and Data Security	The Contractor will store and process District Data in compliance with § 2-d(5) and applicable regulations of the Commissioner of Education, as the same may be amended from time to time, and in accordance with commercial best practices, including appropriate administrative, physical and technical safeguards, to secure district Data from unauthorized access, disclosure, alteration and use. The Consultant will use legally-required, industry standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Service Agreement. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Please describe where PII will be stored and the security protections taken to ensure PII will be protected and data security and privacy risks mitigated in a manner that does not compromise the security of the data: (a) Storage of Electronic Data (check all that apply): ☒ Using a cloud or infrastructure owned and hosted by a third party. ☒ Using Contractor owned and hosted solution ☐ Other: (b) Storage of Non-Electronic Data: _____ Locked filing cabinets with limited access.

	(c)Personnel/Workforce Security Measures: _____ Managed by Human Resources & IT ID Badges Individual Passwords (d) Account Management and Access Control: _____ Security is managed by DDI's IT Department. (e) Physical Security Measures: _____ Locked storage areas with limited access. (f) Other Security Measures: _____ Annual HIPAA & Compliance Trainings ID Badges, levels of security clearance and individual passwords.
Encryption	Data will be encrypted while in motion and at rest.

Developmental Disabilities Institute
By: Kim M Kubasek
Kim M. Kubasek
Chief Executive Officer
Date: 1-27-26

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Developmental Disabilities Institute Inc

2 Business name/disregarded entity name, if different from above.

Brightway Living & Learning

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) Not for Profit

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

99 Hollywood Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Smithtown, NY 11787

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

1	1	-	6	0	7	7	3	4	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Sophie Samuel Date 4/28/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6S860931-26-51-D

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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This endorsement, effective 12:01AM: 04/29/2026
Forms a part of Policy No.: 47-SPK-149131-11
Issued to: Developmental Disabilities Institute, Inc. dba
By: Berkshire Hathaway Specialty Insurance Company

HUMAN & SOCIAL SERVICES GENERAL LIABILITY COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance
Limited Rental Lease Agreement Contractual Liability	$50,000 limit
Damage to Property You Own, Rent, or Occupy	$30,000 limit
Damage to Premises Rented to You	$1,000,000
HIPAA	Clarification
Medical Payments	$20,000
Medical Payments – Extended Reporting Period	3 years
Athletic Activities	Amended
Employee Defense Coverage	$25,000 limit
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit
Additional Insured – Newly Acquired Time Period	Amended
Additional Insured - Medical Directors and Administrators	Included
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included
Additional Insured – Broadened Named Insured	Included
Additional Insured – Funding Source	Included

Additional Insured – Home Care Providers	Included
Additional Insured – Managers, Landlords, or Lessors of Premises	Included
Additional Insured - Lessor of Leased Equipment	Included
Additional Insured – Grantor of Permits	Included
Additional Insured - Vendor	Included
Additional Insured – When Required by Contract	Included
Additional Insured – Owners, Lessees, or Contractors	Included
Additional Insured – State or Political Subdivisions	Included
Duties in the Event of Occurrence, Claim or Suit	Included
Transfer of Rights of Recovery Against Others To Us	Clarification
Bodily Injury – includes Mental Anguish	Included
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included
Amendment of Liquor Liability Exclusion for Fundraising Events	Included
Definitions	Amended

I. Limited Rental Lease Agreement Contractual Liability

Section **I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion **2.b. Contractual Liability** is amended to include the following:

(3) Assumed in rental lease agreement on behalf of a "client". This coverage extension requires the Named Insured to request this coverage at the time of claim, and will provide the coverage only on an indemnity basis, and up to a $50,000 aggregate limit. This limit is in addition to the limits provided by this policy.

For the purpose of this Coverage Extension, "client" means a person who is under your direct care and supervision, including but not limited to a "resident".

For the purpose of this Coverage Extension, "resident" means a person who is residing in and receiving care services provided by your operation.

II. Damage to Property You Own, Rent or Occupy

Section **I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Exclusion **2.j. Damage to Property**, Paragraph **(1)** is deleted and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property. However, if the "property damage" is caused by your "client", we will pay up to a $30,000 aggregate limit for such damage. This limit is in addition to the limits provided by this policy;

For the purpose of this Coverage Extension, "client" means a person who is under your direct care and supervision, including but not limited to a "resident".

For the purpose of this Coverage Extension, "resident" means a person who is residing in and receiving care services provided by your operation.

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III. Damage to Premises Rented to You

1. The last paragraph of Section **I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted and replaced with the following:

   Exclusions **c.** through **n.** do not apply to:

   a. Damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems; and

   b. Damage caused by a "resident";

   to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – LIMITS OF INSURANCE.**

2. Section **III - LIMITS OF INSURANCE,** Paragraph **6.** is deleted and replaced with the following.

   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage":

   a. Resulting from fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, or any combination thereof; and

   b. Caused by a "resident";

   to any one premises, rented to you or temporarily occupied by you with the permission of the owner. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000 for damages due to fire, lightning, explosion, smoke or leakage from automatic fire protective systems, or any combination thereof; or

   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit; and

   c. $25,000 for all other damages caused by a "resident".

3. Section **IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4.b. Excess Insurance,** Subparagraph **(1) (iii)** is deleted and replaced with the following:

   (iii) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner.

4. Section **V – DEFINITIONS,** Definition **9.** "Insured Contract", Paragraph **a.** is deleted and replaced with the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, smoke, or leaks from sprinklers to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract".

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5. For the purpose of this For the purpose of this Coverage Extension, "resident" means a person who is residing in and receiving care services provided by your operation.

IV. HIPAA

1. Section **I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** Paragraph **1. Insuring Agreement** is amended to include the following:

   a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "violation(s)" of the following regulations:

      (1) General Administrative Requirements (45 CFR § 160 et seq.);

      (2) Administrative Requirements (45 CFR § 162 et seq.); or

      (3) Security and Privacy (45 CFR § 164 et seq.)

      as promulgated by the Department of Health and Human Services ("HHS") pursuant to the authority given to HHS under the Health Insurance Portability and Accountability Act ("HIPAA") as may be amended from time to time and to which this insurance applies.

      We will have the right and duty to defend you against any "suit", "investigation" or "civil proceeding" by HHS to which this insurance applies. However, we will have no duty to defend you against any "suit", "investigation" or "civil proceeding" to which this insurance does not apply. We may, at our discretion, investigate any "violation(s)" and settle any "damages" arising out of such "violation(s)". But, the amount we will pay for "damages" and "defense costs" is limited as described in Paragraph **3 - HIPAA LIMITS OF INSURANCE** of this section of the Human Service General Liability Endorsement below.

   b. This insurance applies only if HHS notifies you in writing during the policy period of the "investigation" or the "civil proceeding".

2. The following exclusions are added to Section **I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** Paragraph **2. Exclusions:**

   This insurance does not apply to:

   a. **Intentional, Willful, or Deliberate Violations**

      Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. **Criminal Acts**

      Any "violation" which results in any criminal penalties under the HIPAA and any amendments thereto.

   c. **Other Remedies**

      Any remedy other than monetary damages for penalties assessed pursuant to HIPAA and any amendments thereto.

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d. Compliance Reviews or Audits

Any compliance reviews by HHS pursuant to HIPAA, and any amendments thereto, or any audits, whether or not requested by HHS.

3. HIPAA LIMITS OF INSURANCE

With respect to the coverage provided by Section **IV – HIPAA** of this endorsement only, Section **III – LIMITS OF INSURANCE** is deleted and replaced with the following:

a. The Aggregate Limit of $100,000 is the most we will pay for all "damages" and/or "defense costs" regardless of the number of:

(1) Insureds;

(2) "Civil proceedings" brought against you by the HHS;

(3) "Suits" brought against you by the HHS;

(4) "Investigations" conducted by HHS, or

(5) "Violations" cited in such "civil proceedings" or "investigation."

4. With respect to the coverage provided by this Section **IV – HIPAA** only, Section **V – DEFINITIONS** is amended to include the following additional definitions:

a. "Civil proceeding" means an action by HHS arising out of actual or alleged "violations" pursuant to HIPAA and any amendments thereto.

b. "Damages" means civil penalties imposed by HHS pursuant to HIPAA and any amendments thereto.

c. "Defense costs" means the costs incurred in connection with the defense of any "civil proceeding" or "investigation" or "suit" pursuant to HIPAA and any amendments thereto, including, but not limited to, legal fees and other defense costs.

d. "Investigation" means an examination by HHS of an actual or alleged "violation(s)" of HIPAA and any amendments thereto. However, "investigation" does not include a compliance review.

e. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA and any amendment thereto.

V. Medical Payments

If **COVERAGE C – MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all other terms of Section **III - LIMITS OF INSURANCE** to the greater of:

a. $20,000; or

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b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **COVERAGE C - MEDICAL PAYMENTS,** Subsection **1.a.(3)(b)** is deleted and replaced with the following.

   (b) The expenses are incurred and reported to us within three years of the date of the accident; and

VI. Athletic Activities

If **COVERAGE C – MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

COVERAGE C – MEDICAL PAYMENTS, Exclusion 2.e. Athletic Activities is deleted and replaced with the following:

e. Athletic Activities

To a person injured while taking part in organized athletic events, not including practices for such events.

VII. Employee Defense Coverage

The following is added to **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Exclusion **2.a. Expected or Intended Injury,** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** Exclusion **2.a. Knowing Violation of Rights of Another:**

However, we will reimburse you for the sums that you voluntarily reimburse to your "employee" for the reasonable and necessary defense costs that the "employee" incurs in order to defend himself or herself against criminal charges made against him or her, but this insurance only applies if:

1. The alleged acts out of which such criminal charges arise are alleged to have:

   a. Arisen out of and in the course of your employment of the "employee"; and

   b. Been committed by your "employee" against a "client"; and

   c. Taken place during that period of time that the "employee" was employed by you; and

   d. Taken place during the policy period and in the "coverage territory"; and

2. All the criminal charges are either dismissed without prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

This exception does not apply to any reimbursement of sums that you voluntarily reimburse to your "employee" for the reasonable and necessary defense costs that he or she incurs in order to defend himself or herself against criminal charges made against him or her:

1. For any criminal charge(s) arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft; or

2. For any criminal charge(s) where your "employee" receives anything less than either a complete dismissal with prejudice or a not guilty verdict on all charges, including without limitation, any deferred adjudication or similar finding of guilt that is held in abeyance for any reason, pending the completion of any remedial activity such as community service or counseling; or

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3. For any type of civil charge(s) whatsoever.

For the purpose of this Coverage Extension, "client" means a person who is under your direct care and supervision, including but not limited to a "resident.

The most we will pay under this defense extension is $25,000 aggregate limit.

VIII. Key and Lock Replacement – Janitorial Services Client Coverage

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "business client's" premises due to theft or other loss to keys entrusted to you by your "business client".

The most we will pay under this additional coverage for all loss or damage in any one "occurrence" and in the aggregate is $10,000.

We will not pay for loss or damage resulting from any dishonest or criminal act committed (including theft) by you, any of your partners, members, officers, "employees", managers, directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "business client" for any purpose, whether acting alone or in collusion with other persons.

The following term, when used on this coverage only, is defined as follows:

"Business client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

IX. Additional Insureds

Section **II – WHO IS AN INSURED** is amended as follows.

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted and replaced with the following.

   a. Coverage under this provision is afforded from when you acquire or form the organization until the end of the policy period.

2. Each of the following is also an insured:

   a. **Medical Directors and Administrators -** Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

   b. **Managers and Supervisors** –Your managers and supervisors, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to another "employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

   c. **Broadened Named Insured -** Any organization and subsidiary thereof which you control and actively

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manage on the effective date of this Coverage Part. However, if other valid and collectible insurance is available to such organization or subsidiary, any coverage obligation will be limited as provided in **Section IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance.**

d. **Funding Source** - Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers -** Any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in a written contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state, governmental agency or subdivision, or political subdivision granting you a permit in connection with premises you own, rent or control and to which this insurance applies, but only with respect to the following hazards:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

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(3) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f);** or

(j) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

j. **As Required by Contract** - Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are

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included within and not in addition to the limits of insurance shown in the Declarations

k. **Owners, Lessees or Contractors** - Any person or organization, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured; or

(3) When required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

l. **State or Municipality –** any state or municipality as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or municipality has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

X. Duties in the Event of Occurrence, Claim or Suit

Section **IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2.** is amended as follows.

1. Subparagraph **a.** is amended to include the following:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

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2. Subparagraph **b.** is amended to include:

   This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership; or

   (3) An executive officer or insurance manager, if you are a corporation.

XI. Transfer of Rights of Recovery Against Others To Us

Section **IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer of Rights of Recovery Against Others To Us** is deleted and replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's Rights of Recovery prior to an "occurrence", provided the waiver is made in a written contract.

XII. Bodily Injury - Mental Anguish

Section **V – DEFINITIONS**, Paragraph **3.** is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

XIII. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, Section **V – DEFINITIONS,** Paragraph 14. "Personal and advertising injury" is amended as follows:

1. Subparagraph **b.** is deleted and replaced with the following:

   a. Malicious prosecution or abuse of process;

2. Subparagraph **e.** is deleted and replaced with the following:

   e. Oral or written publication, in any manner, of material that violates a person's right to privacy. As used in this subparagraph, publication includes the unauthorized release of your client's or your customer's individually identifiable medical information.

3. Section **V – DEFINITIONS**, Paragraph **14.** is amended to include the following:

   h. Discrimination or humiliation against any third-party on account of religion, age, sex, handicap, appearance, health, mental disorder, marital status, race, color, creed or national origin, except when such discrimination or humiliation is:

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(1) Committed by, at the direction of, or with the knowledge of, you or any of your executives, officers or directors; or

(2) Related, directly or indirectly, to your employment of any person or persons, or

(3) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

(4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative hearing.

The above does not apply to fines or penalties imposed because of discrimination.

XIV. Amendment – Liquor Liability Exclusion – Exception for Fundraising events

Section **I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion 2. c. Liquor Liability** is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any fundraising events.

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This endorsement, effective 12:01 AM: 04/29/2026
Forms a part of Policy No.: 47-RWS-149132-11
Issued to: Developmental Disabilities Institute, Inc. dba
By: Berkshire Hathaway Specialty Insurance Company

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. The following is added to Subparagraph **1. Who is an Insured** of Section **II – COVERED AUTOS LIABILITY COVERAGE:**

The following is also an "insured":

Any person or organization for whom you agreed in a written contract, written agreement or written permit to include them as an additional insured under this policy, but only as respects to the use of a covered "auto".

This provision only applies when the written contract or agreement has been executed, or the permit has been issued, prior to the "accident" which caused the "bodily injury" or "property damage" to which this coverage applies. Further, such person or organization is only an additional insured for the period of time required by the written contract, written agreement, or written permit, but in no event beyond the expiration or termination of this policy.

This provision does not apply:

a. To any person or organization included as an "insured" by an endorsement in the Declarations;

b. To any lessor of "autos":

(1) After the lease expires; or

(2) If the "bodily injury" or "property damage" arises out of the sole negligence of the lessor; or

c. To any contract or agreement for professional services.

Insurance provided by this endorsement will not exceed the lesser of:

a. The coverage and/or limits of this policy; or

b. The coverage and/or limits required by said contract or agreement.

II. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

III. In accordance with the terms and conditions of the policy, each additional insured must give us prompt notice of any "accident" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all the terms and conditions of this policy.

All other terms and conditions of the policy remain unchanged.

Berkshire Hathaway Specialty Insurance

Commercial Umbrella Liability Insurance Policy

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the "named insured" shown in the Declarations and any other person or organization qualifying as a "named insured" under this policy.

The words "we", "us" and "our" refer to the company providing this insurance.

Words that appear in quotations have special meaning. See Section **V. DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

I. COVERAGES

A. Insuring Agreement

1. We will pay on behalf of the "insured" those sums in excess of the "retained limit" that the "insured" becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies or because of "bodily injury" or "property damage" to which this insurance applies assumed by the "insured" under an "insured contract".

   The amount we will pay for damages is limited as described in Section **III. Limits of Insurance**.

2. This policy applies, only if:

   a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory" and the "bodily injury" or "property damage" occurs during the "policy period"; and

   b. The "personal and advertising injury" is caused by an offense that takes place in the "coverage territory" arising out of your business, but only if the offense was committed during the "policy period".

3. This policy applies to "bodily injury" or "property damage", only if prior to the "policy period", no "insured" listed under subparagraphs **b.(1)**, **b.(2)**, **b.(3)** or **b.(5).** of Paragraph **8.** of Section **V. DEFINITIONS**, no executive officer or director listed under subparagraph **b.(4).** of Paragraph **8.** of Section **V. DEFINITIONS** and no "employee" authorized by you to give or receive notice of an "occurrence", claim or "suit", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such an "insured" or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" had occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

   "Bodily injury" or "property damage" which occurs during the "policy period" and was not, prior to the "policy period", known to have occurred by any "insured" listed under subparagraphs **b.(1), b.(2), b(3)** or **b.(5)** of Paragraph **8.** of Section **V. DEFINITIONS**, any executive officer or director listed under subparagraph **b.(4)** of Paragraph **8.** of Section **V. DEFINITIONS** or any "employee" authorized

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by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "policy period".

4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under subparagraphs **b.(1), b.(2), b(3), or b(5)** of Paragraph **8.** of Section **V. DEFINITIONS**, any executive officer or director listed under subparagraph **b.(4)** of Paragraph **8.** of Section **V. DEFINITIONS** or any "employee" who was authorized by you to give or receive notice of an "occurrence", claim or "suit":

   a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

   b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

   c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

5. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

6. We will indemnify the "named insured" for those sums in excess of the "retained limit" if we are prevented by law or statute from paying damages covered by this policy on behalf of the "insured".

B. Exclusions

1. Exclusions Applicable to Policy

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit" caused by, resulting from, or with respect to any of the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

This exclusion, however, does not apply to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

b. Contractual Liability

Any liability for which the "insured" is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for damages:

(1) That the "insured" would have in the absence of a contract or agreement; or

(2) Assumed in an "insured contract", provided "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract". Solely for the purposes of liability

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assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be damages because of "bodily injury" or "property damage" and included in the Limits of Insurance of this policy, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged; or

(3) to the extent of any coverage provided by "scheduled underlying insurance" for such liability the "insured" is obligated to pay as damages by reason of the assumption of liability in a contract or agreement, coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

c. Liquor Liability

"Bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that "insured"; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion, however, does not apply to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period",

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Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

d. Various Laws

Any obligation of the "insured" under any of the following:

(1) The Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law; or

(2) Any workers' compensation, disability benefits or unemployment compensation law, or any similar law.

e. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading and unloading".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply:

(1) To liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft; or

(2) to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

f. Pollution

(1) Any "bodily injury", "property damage", or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" anywhere at any time;

(2) Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(3) Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing,

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treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of "pollutants".

However, Paragraph **(1)** of this exclusion will not apply if coverage for such "bodily injury" or "property damage" as is described in subparagraphs **(a)** through **(f)** below is provided by "scheduled underlying insurance":

(a) "Products-Completed Operations Hazard"

Paragraph **(1)** of this exclusion does not apply with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard" provided that "your product" or "your work" has not at any time by anyone been:

i. discarded, dumped, abandoned, thrown away; or

ii. transported, handled, stored, treated, disposed of or processed as waste.

(b) Hostile Fire

Paragraph **(1)** of this exclusion does not apply with respect to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(c) Equipment to Cool, Dehumidify, or Heat the Building and Contractor/Lessee Operations

Paragraph **(1)** of this exclusion does not apply to:

i. "bodily injury" sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests;

ii. "bodily injury" or "property damage" for which you may be held liable if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at such premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any "insured", other than the additional insured.

(d) Fuels, Lubricants and Other Operating Fluids - Mobile Equipment

Paragraph **(1)** of this exclusion does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such "insured" contractor or subcontractor.

(e) Fuels, Lubricants, Fluids – Auto

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Paragraph **(1)** of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" covered by "scheduled underlying insurance" or its parts, if:

i. the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

ii. the "bodily injury" or "property damage" does not arise out of the operation of any equipment described in subparagraphs **f.2.** and **f.3.** of the definition of "mobile equipment".

(f) Upset, Overturn or Damage of an "Auto"

Paragraph **(1)** of this exclusion does not apply to "occurrences" that take place away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by "scheduled underlying insurance" if:

i. the "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" covered by "scheduled underlying insurance"; and

ii. the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Coverage under this policy for such "bodily injury" or "property damage" as is described in subparagraphs **(a)** through **(f)** above will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that coverage provided by this policy will be no broader than the coverage provided by "scheduled underlying insurance".

g. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading and unloading".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply:

(1) To a watercraft while ashore on premises you own or rent;

(2) To a watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

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(3) To liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or

(4) To the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

h. Employment Practices

Any liability arising out of:

(1) Failure to hire any prospective "employee" or any applicant for employment;

(2) Dismissal, discharge or termination of any "employee";

(3) Failure to promote or advance any "employee"; or

(4) Employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective "employee", including, but not limited to:

(a) Coercion, harassment of any kind, humiliation or discrimination;

(b) Demotion, evaluation, reassignment, discipline, or retaliation;

(c) Libel, slander, humiliation, defamation, or invasion of privacy; or

(d) Violation of civil rights.

This exclusion applies:

(a) Whether an "insured" may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property:

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(a) you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

(b) owned or transported by the "insured" and arising out of the ownership, maintenance or use of a "auto";

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the "insured";

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Subparagraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Subparagraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Subparagraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to "Your Product"

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to "Your Work"

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of "Your Product", "Your Work" or "Impaired Property"

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. No-Fault, Uninsured Motorist or Underinsured Motorist Laws

Any obligation of the "insured" under first party physical damage coverage, personal injury protection law, any no-fault law, uninsured motorist or underinsured motorist law, or any similar law.

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, "electronic data" includes, but is not limited to, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employees and Volunteers

Liability of any "employee" or "volunteer worker" qualifying as an "insured" under this policy arising out of "bodily injury", "property damage" or "personal and advertising injury":

(1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to an "employee" of yours while in the course of his or her employment or performing duties related to the conduct of your business, or to another volunteer of yours while performing duties related to the conduct of your business;

(2) To the spouse, child, parent, brother or sister of such injured "employee" or "volunteer worker" as a consequence of subparagraph **(1)** above;

(3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraphs **(1)** or **(2)** above; or

(4) Arising out of his or her providing or failing to provide professional health care services.

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Subparagraphs **(1), (2)** and **(3)** above do not apply to the extent of any coverage provided for such "bodily injury" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

r. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" for the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;

(2) "Bodily injury", "property damage" or "personal and advertising injury" for any obligation to, by or from any "insured" to indemnify any "suit", claim or similar proceeding arising out of, resulting from, or in anyway related to the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

(3) "Bodily injury", "property damage" or "personal and advertising injury" for any obligation to defend any "suit", claim or similar proceeding against any "insured" for the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust or

(4) Bodily injury", "property damage" or "personal and advertising injury" for any obligation to, by or from any "insured" to pay any loss, cost or expense arising out of, resulting from, or in anyway related to the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

s. Employer's Liability

(1) "Bodily injury" to:

(a) An "employee" of the "insured" arising out of and in the course of:

i. Employment by the "insured"; or

ii. Performing duties related to the conduct of the "insured's" business; or

(b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

(2) This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) This exclusion does not apply:

(a) To liability assumed by the "insured" under an "insured contract"; or

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(c) To the extent of any coverage provided for such "bodily injury" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

t. Nuclear Liability

(1) Any liability:

(a) With respect to which the "insured" is also an "insured" under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada, or similar agency or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability;

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

i. Any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or revision thereto, or any similar law; or

ii. The "insured" is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or an agency thereof with any person or organization;

(c) For "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:

i. The "nuclear material" is at any "nuclear facility" owned by the "insured" or operated by the "insured" or on the "insured's" behalf or has been discharged or dispensed therefrom;

ii. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the "insured" or on the "insured's" behalf; or

iii. The "bodily injury" or "property damage" arises out of the furnishing by the "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **s.1.(c)iii.** applies only to "property damage" to such "nuclear facility" and any property thereat.

(2) As used in this exclusion:

(a) "Hazardous properties" includes radioactive, toxic or explosive properties;

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(b) "Nuclear material" means "source material", "special nuclear material" or "by-product material";

(c) "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment or revision thereto;

(d) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

(e) "Waste" means any waste material:

i. Containing "by-product material"; and

ii. Resulting from the operation by any person or organization of a "nuclear facility" included within the definition of "nuclear facility" below;

(f) "Nuclear facility" means:

i. Any "nuclear reactor";

ii. Any equipment or device designed or used for:

a) Separating the isotopes of uranium or plutonium,

b) Processing or utilizing "spent fuel"; or

c) Handling, processing or packaging "waste";

iii. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the "insured's" custody at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233 or any combination thereof, or more than two-hundred-fifty (250) grams of uranium 235; or

iv. Any structure, basin, excavation, premises or place prepared or used for storage or disposal of "waste",

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(g) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; and

(h) "Property damage" includes all forms of radioactive contamination of property.

u. Automobile Liability

Arising out of the ownership, operation, maintenance, use, "loading or unloading" or entrustment to others of any "auto" owned, operated by, rented to, loaned to or leased to any "insured".

Notwithstanding paragraph **o.** above, this exclusion, however, does not apply to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance"

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subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

2.Additional Exclusions Applicable to Personal and Advertising Injury

In addition to the above exclusions, this insurance does not apply to any "personal and advertising injury" or any associated loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit":

a. Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

b. Arising out of oral, written or electronic publication, in any manner, of material if done by or at the direction of the "insured" with knowledge of its falsity;

c. Arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the "policy period";

d. Arising out of a criminal act committed by or at the direction of the "insured";

e. For which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement;

f. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

g. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

h. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

i. Arising out of an electronic chat room or bulletin board any "insured" hosts, owns, or over which any "insured" exercises control;

j. Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan;

k. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers;

l. Committed by any "insured" whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to the offenses of false arrest, detention or imprisonment, malicious prosecution, or the wrongful eviction from, wrongful entry into, or invasion of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;

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m. Arising out of any act that violates any statute, ordinance, regulation or common-law of any federal, state or local government or jurisdiction, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

II. DEFENSE PROVISIONS

A. We will have the right and duty to defend any "suit" against the "insured" that seeks damages for "bodily injury", "property damage" or "personal and advertising injury" covered by this policy, even if the "suit" is groundless, false or fraudulent when:

1. The total applicable limits of "scheduled underlying insurance" have been exhausted by payment of damages to which this policy applies and the total applicable limits of "other insurance" have been exhausted; or

2. The damages sought because of "bodily injury", "property damage" or "personal and advertising injury" would not be covered by "scheduled underlying insurance" or any applicable "other insurance", even if the total applicable limits of either the "scheduled underlying insurance" or any applicable "other insurance" had not been exhausted by the payment of damages.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

B. We will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

C. When we assume the defense of any "suit" against the "insured" that seeks damages covered by this policy, we will:

1. Investigate, negotiate and settle the "suit" as we deem expedient; and

2. Pay the following supplementary payments to the extent that such payments are not covered by "scheduled underlying insurance" or any applicable "other insurance":

a. All expenses we incur;

b. Premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;

c. Premiums on appeal bonds required by law to appeal a judgment in a "suit" for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;

d. All court costs taxed against the "insured" in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured;

e. Pre-judgment interest awarded against the "insured" on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest accruing after we make such offer;

f. Post-judgment interest that accrues after entry of judgment on that part of the judgment within the applicable Limits of Insurance of this policy we pay and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and

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g. The "insured's" expenses incurred at our request or with our consent.

D. Except as provided in Paragraph **A.** above, we will have no duty to defend any "suit" against the "insured". We will, however, have the right, but not the duty, to participate in the defense of any "suit" and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

E. We will not defend any "suit", or pay any attorney fees or litigation expenses including, without limitation, the expenses described in Paragraph **C.** above that accrue after the applicable Limits of Insurance of this policy have been exhausted by the payment of damages and we will have the right to withdraw from the further defense of such "suit" by tendering control of said defense to the "insured".

III. LIMITS OF INSURANCE

A. The Limits of Insurance shown in Item 3. of the Declarations and the rules below state the most we will pay for all damages under this policy regardless of the number of:

1. "Insureds";

2. Claims made or "suits" brought;

3. Persons or organizations making claims or bringing "suits"; or

4. Coverages provided under this policy.

B. The General Aggregate Limit stated in Item 3. B. of the Declarations is the most we will pay for all damages under this policy, except for:

1. Damages included within the "products-completed operations hazard"; and

2. Damages because of "bodily injury" or "property damage" to which this policy applies, caused by an "occurrence" and resulting from the ownership, maintenance or use of an "auto" covered under "scheduled underlying insurance".

C. The Products-Completed Operations Aggregate Limit stated in Item 3. C. of the Declarations is the most we will pay for all damages included in the "products-completed operations hazard".

D. Subject to Paragraphs **B.** and **C.** above, the Each Occurrence Limit stated in Item 3. A. of the Declarations is the most we will pay for the sum of all damages arising out of any one "occurrence" or offense.

E. Subject to Paragraphs **B.** and **C.** above, the most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written "insured contract" to provide insurance such as is afforded by this policy is the lesser of the Limits of Insurance shown in Item 3. of the Declarations or the Limits of Insurance you agreed to procure in such written "insured contract".

F. This policy applies only in excess of the "retained limit". If however, a policy shown in the Schedule of Underlying Insurance on the Declarations forming a part of this policy has a limit of insurance:

1. Greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or

2. Less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.

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G. If the total applicable limits of "scheduled underlying insurance" are reduced or exhausted by the payment of damages to which this policy applies and the total applicable limits of applicable "other insurance" are reduced or exhausted, we will:

1. In the event of reduction, pay excess of the remaining total applicable limits of "scheduled underlying insurance" and any applicable "other insurance"; and
2. In the event of exhaustion, continue in force as underlying insurance.

H. Expenses incurred to defend any "suit" or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of "scheduled underlying insurance", then such expenses will reduce the applicable Limits of Insurance of this policy.

I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.

J. We will not make any payment under this policy unless and until:

1. The total applicable limits of "scheduled underlying insurance" have been exhausted by the payment of damages to which this policy applies and any applicable "other insurance" has been exhausted by the payment of damages; or
2. The total applicable "self-insured retention" has been satisfied by the payment of damages to which this policy applies.

When the amount of damages has been determined by an agreed settlement or a final judgment and **J.1.** and **J.2.** above have been satisfied, we will promptly pay on behalf of the "insured" the amount of such damages falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

K. If there is "scheduled underlying insurance" with a policy period that is non-concurrent with the "policy period" of this Commercial Umbrella Liability Insurance Policy, the "retained limit(s)" will only be reduced or exhausted by payments for:

1. "Bodily injury" or "property damage" which occurs during the "policy period" of this policy; or
2. "Personal and advertising injury" for offenses that are committed during the "policy period" of this policy.

IV. CONDITIONS

A. General Policy Conditions

1. Appeals

If the "insured" or the "insured's" underlying insurers do not appeal a judgment in excess of the total applicable limits of "scheduled underlying insurance", we may elect to do so. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Insurance of this policy incidental to such an appeal.

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2. **Audit**

We may audit and examine your books and records as they relate to this policy at any time during the "policy period" of this policy and for up to three (3) years after the expiration or termination of this policy.

3. **Bankruptcy or Insolvency**

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of damages covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under "scheduled underlying insurance".

4. **Cancellation**

a. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.

b. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than sixty (60) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.

The "policy period" will end on the day and hour stated in the cancellation notice.

If we cancel, final premium will be calculated pro rata of the Advance Premium based on the time this policy was in force. Final premium, however, will not be less than the Minimum Premium shown in Item 5. of the Declarations.

If you cancel, final premium will be more than pro rata of the Advance Premium; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium, however, will not be less than the Minimum Premium shown in Item 5. of the Declarations.

c. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

d. The first "named insured" in Item 1. of the Declarations will act on behalf of all other "insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

e. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

5. **Change In Control**

If during the "policy period":

a. The first "named insured" designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or

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b. Any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first "named insured" designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to "bodily injury" and "property damage" that occur prior to the effective date of such transaction and "personal and advertising injury" that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for "bodily injury" or "property damage" that occurs on or after the effective date of such transaction and "personal and advertising injury" that takes place on or after the effective date of such transaction if the "named insured" notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the "named insured" fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the "named insured" shown in Item 1. of the Declarations or the end of the "policy period", whichever is earlier.

The provisions of paragraph **5.** shall only apply to transactions with third parties not under control or ownership of the "named insured" on the inception date of this policy.

6. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement that we make to this policy.

7. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

8. Inspection

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your "employees" or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

9. Legal Actions Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or

b. To sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a

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settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

10. Maintenance of Scheduled Underlying Insurance

You agree that during the "policy period":

a. You will keep "scheduled underlying insurance" in full force and effect;

b. The terms, definitions, conditions and exclusions of "scheduled underlying insurance" will not materially change;

c. The total applicable limits of "scheduled underlying insurance" will not decrease, except for any reduction or exhaustion of aggregate limits by payment of damages to which this policy applies; and

d. Any renewals or replacements of "scheduled underlying insurance" will provide equivalent coverage to and afford Limits of Insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

11. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the "other insurance". However, this provision will not apply if the "other insurance" is specifically written to be excess of this policy.

12. Premium Audit

The first "named insured" designated in Item 1. of the Declarations will be responsible for payment of all premiums when due. The premium for this policy will be computed on the basis set forth in Item 5. of the Declarations. At the beginning of the "policy period", you must pay us the Advance Premium shown in Item 5. of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Total Minimum Annual Premium as shown in Item 5. of the Declarations for each twelve months of the "policy period".

The first "named insured" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

We may audit and examine your books and records as they relate to this policy at any time during the "policy period" of this policy, and for up to three (3) years after the "policy period".

13. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first "named insured" designated in Item 1. of the Declarations, this insurance applies:

a. As if each "named insured" were the only "named insured"; and

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b. Separately to each "insured" against whom claim is made or "suit" is brought.

14. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first "named insured" designated in Item 1.A. of the Declarations and mailed to the address designated in Item 1.B. of the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

15. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

16. Violation of Economic or Trade Sanctions

If coverage for a claim or "suit" under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or "suit" will be null and void.

B. Loss Conditions

1. Duties in the Event of an Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" that may result in a claim or "suit" under this policy. To the extent possible, notice should include:

(1) How, when and where the "occurrence" took place;

(2) The names and addresses of any injured persons and any witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence".

Notice of an "occurrence" is not notice of a claim.

b. If a claim is made or "suit" is brought against any "insured" which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.

Written notice should be mailed, delivered, faxed or e-mailed to us at as provided in the Declarations with respect to notice in the event of a claim.

c. You and any other involved "insured" must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the "insured" because of injury or damage to which this insurance may also apply.

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d. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

e. Knowledge of an "occurrence" or claim by an agent, servant or "employee" of yours or any other person shall not in itself constitute knowledge by you, unless a manager in your risk management department or legal department shall have received notice from said agent, servant, "employee" or any other person.

2. Transfer of Rights of Recovery

If any "insured" has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after loss to impair these rights and must help us enforce them.

Any recoveries will be applied as follows:

a. Any person or organization, including the "insured", that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;

b. We then will be reimbursed up to the amount we have paid; and

c. Lastly, any person or organization, including the "insured" that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the "insured", in the ratio of their respective recoveries as finally settled.

If, prior to the time of an "occurrence", you waive any right of recovery against a specific person or organization for injury or damage as required under an "insured contract", we will also waive any rights we may have against such person or organization.

V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

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4. "Coverage territory" means:

   a. The United States of America, including its territories and possessions, Puerto Rico and Canada; and

   b. If provided by "scheduled underlying insurance", anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

   If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanction, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that claim shall be null and void.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

8. "Insured" means:

   a. The "named insured";

   b. If you are designated in the Declarations as:

      (1) An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner;

      (2) A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business;

      (3) A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers;

      (4) An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your executive officers and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders;

      (5) A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees;

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c. Your "employees" other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;

d. Your "volunteer workers" only while performing duties related to the conduct of your business;

e. Any person (other than your "employee" or "volunteer worker") or organization while acting as your real estate manager;

f. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;

g. Any person or organization, other than the "named insured", included as an additional insured under "scheduled underlying insurance", but not for broader coverage than would be afforded by such "scheduled underlying insurance".

Notwithstanding any of the above:

(1) No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not designated as a "named insured" in Item 1. of the Declarations; and

(2) No person or organization is an "insured" under this policy who is not an "insured" under applicable "scheduled underlying insurance". This provision shall not apply to any organization set forth in the definition of "named insured" in subparagraphs **13.b.** or **13.c.**

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

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(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the "insured", if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "insured's" rendering or failure to render professional services, including those listed in paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in subparagraphs **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in subparagraphs **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment", but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on "auto" or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law are considered "autos".

13. "Named insured" means:

a. Any person or organization designated in Item 1. of the Declarations;

b. As of the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy, provided that coverage provided to such organization under this paragraph does not apply to any "bodily injury" or "property damage" that occurred or any "personal and advertising injury" that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and

c. After the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the "policy period" in which you maintain an interest of more than fifty percent (50%), provided that:

(1) Coverage provided to such organization under this paragraph does not apply to any "bodily injury" or "property damage" that occurred or any "personal and advertising injury" that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and

(2) You give us prompt notice after you acquire or form such organization.

Subject to the provisions of subparagraphs **c.(1)** and **c.(2)** above, a partnership, joint venture or limited liability company that you acquire or form during the "policy period" may be added as an "insured" only by a written endorsement that we make a part of this policy.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the "policy period".

You agree that any organization, to which subparagraphs **b.** and **c.** above apply, will be required to be included as an "insured" under applicable "scheduled underlying insurance". If you fail to comply with

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this requirement, coverage under this policy will apply as though the organization was included as an "insured", under the highest applicable limit of "scheduled underlying insurance".

14. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "occurrence".

15. "Other insurance" means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, "other insurance" does not include "scheduled underlying insurance", the "self-insured retention" or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

16. "Personal and advertising injury" means injury arising out of your business, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringement upon another's copyright, trade dress or slogan in your "advertisement".

17. "Policy period" means the period of time from the effective date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of termination of this policy.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

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(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. "Products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the "loading or unloading" of that vehicle by any "insured";

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data includes, but is not limited to, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Retained limit" means the greater of the following amounts:

a. The total applicable limits of "scheduled underlying insurance" and any applicable "other insurance" providing coverage to the "insured"; or

b. The "self-insured retention" applicable to each "occurrence" that results in damages not covered by "scheduled underlying insurance" nor any applicable "other insurance" providing coverage to the "insured".

22. "Scheduled underlying insurance" means:

a. The policy or policies of insurance and Limits of Insurance shown in the Schedule of Underlying Insurance forming a part of this policy; and

b. Automatically any renewal or replacement of any policy in subparagraph **a.** above; provided that such renewal or replacement provides equivalent coverage to and affords Limits of Insurance equal to or greater than the policy being renewed or replaced.

"Scheduled underlying insurance" does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

22. "Self-insured retention" means the amount that is shown in Item 4. of the Declarations.

23. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this policy applies are alleged.

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"Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

24. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

25. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

26. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

27. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

The providing of or failure to provide warnings or instructions.

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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 NEW YORK THERAPY PLACEMENT SERVICES, INC. (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 299 Hallock Avenue, Port Jefferson Station, New York 11776.

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 related 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 Committee on Special Education ("CSE"); and

WHEREAS, SERVICE PROVIDER warrants that it has reviewed the 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. **Physical Therapy**

   c. **Speech/Language Therapy**

   d. **Evaluations (including written report)**

   e. **Translations**

f. **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.

g. 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 CSE with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;

h. 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 and funding source requirements and guidelines.

i. 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.

j. 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 of SERVICE PROVIDER shall be deemed employees 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 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 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 performed 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 the 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 Student Support 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. **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.

19. **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.

20. **TERMINATION:**

a. This Agreement may be terminated by the SCHOOL DISTRICT upon seven (7) days' written notice to SERVICE PROVIDER. 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 the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon (3) days' written notice from the 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 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. **Obligations of SERVICE PROVIDER:**

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:

New York Therapy Placement Services, Inc.
299 Hallock Avenue
Port Jefferson Station, New York 11776

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: _____

NEW YORK THERAPY PLACEMENT SERVICES, INC.

Date: 6/30/26 By: John F. Johnson

Appendix A

New York Therapy Placement Services, Inc.

Related Services

2026-2027 Rates

OCCUPATIONAL THERAPY		
SERVICE LOCATION	**30 MINUTE INDIVIDUAL (RATE PER SESSION)**	**30 MINUTE GROUP (RATE PER STUDENT)**
In District	$50.00	$33.00
Child Seen at Home or at Private or Parochial School	$63.00	$35.00

TOTAL CLASSROOM PUSH-IN MODEL	45 MINUTES	30 MINUTES
OT Consultations	$142.00 per session	$95.00 per session

KINDERGARTEN HAND SKILLS	45 MINUTES	30 MINUTES
Week 1-6	$142.00 per push-in entire class	N/A
Week 6-12	N/A	$95.00 per 30 minute group session
Handwriting Programs	N/A	$95.00 per group session

PHYSICAL THERAPY		
SERVICE LOCATION	**30 MINUTE INDIVIDUAL (RATE PER SESSION)**	**30 MINUTE GROUP (RATE PER STUDENT)**
In District	$52.00	$35.00
Child Seen at Home or at Private or Parochial School	$68.00	$35.00

SPEECH THERAPY		
SERVICE LOCATION	30 MINUTE INDIVIDUAL (RATE PER SESSION)	30 MINUTE GROUP (RATE PER STUDENT)
In District	$49.00	$33.00
In District: Bilingual	$57.00	$35.00
Child Seen at Home or at Private or Parochial School	$60.00	$35.00
Child Seen at Home or at Private or Parochial School: Bilingual	$65.00	$35.00

SERVICE	RATE
Speech Push-in Classroom Program/Speech Improvement Group	$95.00 per 30 minute group session

SPEECH FEEDING THERAPY		
SERVICE LOCATION	30 MINUTE INDIVIDUAL (RATE PER SESSION)	30 MINUTE GROUP (RATE PER STUDENT)
In District	$70.00	N/A
Child Seen at Home or at Private or Parochial School	$70.00	N/A

VISION THERAPY	
SERVICE LOCATION	30 MIN. INDIVIDUAL (RATE PER SESSION)
In District	$70.00
Child Seen at Home or at Private or Parochial School	$70.00

INDIVIDUAL STUDENT/TEACHER CONSULTATIONS	
SERVICE	RATE
OT/PT/SP Consultations	$57.00 per 30 minute session

INDIVIDUAL STUDENT/TEACHER CONSULTATIONS	
SERVICE	**RATE**
Sensory Consultations	$130.00 per 60 minute session
Vision Consultations	$70.00 per 30 minute session
Assistive Tech Consult/Training	$50.00 per 15 minute session
Augmentative and Alternative Communication Consultations (AAC)	$50.00 per 15 minute session
Classroom Consultation/Co-Teaching	$150.00 per 60 minute session
Consultant Teacher Services	$150.00 per 60 minute session
Strategic Coaching *minimum of 5 hours per day*	$150.00 per 60 minutes

EVALUATIONS*		
EVALUATION TYPE	**MONOLINGUAL RATE**	**BILINGUAL RATE**
OT/PT/SP Screenings	$90.00	$125.00
OT/PT Evaluation/ Re-Evaluation/ Triennials	$250.00	$350.00
OT Evaluation with Sensory Profile	$340.00	$440.00
OT Sensory Diet	$90.00	$125.00
Speech Evaluation	$320.00	$450.00
Speech Feeding Evaluation	$390.00	$490.00
Social History Evaluation	$175.00	$275.00
Classroom Observation	$120.00	$120.00
Educational Evaluation	$350.00	$450.00
Reading Evaluation	$400.00	$500.00
Psychological Evaluation	$710.00	$9100.00

EVALUATIONS*		
EVALUATION TYPE	**MONOLINGUAL RATE**	**BILINGUAL RATE**
Behavioral Rating Scale	$200.00	$200.00
Psychological/Education Evaluation	$950.00	$1,250.00
Assistive Technology Evaluation	$1,500.00	N/A
Augmentative and Alternative Communication Evaluation (AAC)	$1,500.00	$1,600.00
Annual Review Protocol	$60.00	$60.00
ADOS	$710.00	$910.00

*Including written report

Participation at CSE/TEAM Meetings/Program Reviews: To be prorated by the individual rate for each service.

Parent Conference/Phone Call: Flat fee up to 30 minutes, $35.00 per call.

Scheduling Sessions:
A scheduling session will be billed at $35.00 per child one time at the onset of the school year. This includes meeting and consulting with the student/teacher/staff in order to prepare an appropriate schedule for students.

Remote Sessions: Will be billed at the same rate as in-person sessions for all services.

READING SPECIALIST		
SERVICE LOCATION	**30 MINUTE INDIVIDUAL (RATE PER SESSION)**	**30 MINUTE GROUP (RATE PER STUDENT)**
In District	$70.00	$35.00
Child Seen at Home or at Private or Parochial School	$70.00	$35.00

TEACHER OF THE DEAF/HARD OF HEARING		
SERVICE LOCATION	**30 MINUTE INDIVIDUAL (RATE PER SESSION)**	**30 MINUTE GROUP (RATE PER STUDENT)**
In District	$70.00	$35.00
Child Seen at Home or at Private or Parochial School	$70.00	$35.00

PARENT TRAINING		
SERVICE	**30 MINUTE INDIVIDUAL (RATE PER SESSION)**	**30 MINUTE GROUP (RATE PER GROUP)**
By Special Educator	$55.00	N/A
By Master's Level Clinician	$55.00	N/A
By Doctoral Level Clinician	$75.00	N/A/
By BCBA	$75.00	N/A

COUNSELING (By LCSW/LMHC)		
SERVICE LOCATION	**30 MINUTE INDIVIDUAL (RATE PER SESSION)**	**30 MINUTE GROUP (RATE PER STUDENT)**
In District	$70.00	$35.00
Child Seen at Home or at Private or Parochial School	$70.00	$35.00

COUNSELING (By PSYD/PhD)		
SERVICE LOCATION	**30 MINUTE INDIVIDUAL (RATE PER SESSION)**	**30 MINUTE GROUP (RATE PER STUDENT)**
In District	$80.00	$40.00
Child Seen at Home or at Private or Parochial School	$80.00	$40.00

BEHAVIORAL SERVICES	
SERVICE	**RATE**
ABA Homebased by BT/Aide	$55.00 per hour
ABA Homebased by RBT	$65.00 per hour
1:1 Home/School based by BT/Aide	$55.00 per hour
1:1 Home/School based by RBT	$65.00 per hour
Special Educator ABA Homebased	$110.00 per hour
BIS (Home/School based) by Master's Level Clinician with ABA/BIS Experience	$95.00 per hour
BIS (Home/School based) by Doctoral Level Clinician with ABA/BIS Experience	$150.00 per hour
Behavior Intervention Services (Home/School based) by BCBA	$150.00 per hour
BCBA Supervision	$150.00 per hour
Behavioral Consultation (BCBA)	$150.00 per hour
ABA by BCBA	$150.00 per hour
FBA/BIP	$150.00 per hour
Autism Consultation/Training by BCBA	$150.00 per hour

EXTENDED SCHOOL DAY-AFTER SCHOOL PROGRAM	
TYPE OF SERVICE	**RATE (UP TO 12 STUDENTS PER GROUP)**
BCBA/Special Education Group Behavioral Services	$275.00 per hour
Paraprofessional/Registered Behavior Technicians	$75.00 per hour
Parent Training for Group Participants by BCBA	$275.00 per hour

AFTER SCHOOL/EXTENDED DAY PROGRAM	
TYPE OF SERVICE	**RATE (UP TO 12 STUDENTS PER GROUP)**
Parent Training for Group Participants by Special Education Teacher	$175.00 per hour

ADDITIONAL BEHAVIORAL STAFF TRAINING & BEHAVIORAL SUPPORT PROGRAMS	
TYPE OF SERVICE	**RATE**
Center-Based ABA After School Support (Port Jefferson Location)	$150.00 per hour (BCBA) $65.00 per hour (RBT)
ABA Staff Training by BCBA	$175.00 per hour
40 Hour RBT Training to Staff	$150.00 per participant
Competency Assessment	$50.00 per exam

VIRTUAL/PHONE TRANSLATIONS	
SERVICE	**RATE**
Up to 1 hour	$95.00 flat fee
After 1 hour	$45.00 per 30 minutes
Written Translations	$28.00 per page

IN-PERSON TRANSLATIONS	
SERVICE	**RATE**
Up to 1 hour	$110.00 flat fee
After 1 hour	$55.00 per 30 minutes
Written Translations	$28.00 per page

WORKSHOPS	
SERVICE	**RATE**
Full Day (3 hours+)	$2,000.00 (up to 75 participants) $2,200.00 (75+ participants)
Half Day (up to 3 hours)	$1,000.00 (up to 75 participants) $1,200.00 (75+ participants)

NOTES

1. Sessions in excess of 30 minutes will be prorated based on the 30-minute rate.

2. SERVICE PROVIDER will follow NYSED regulations and guidance for Continuum of Services for School-Age Students with Disabilities in the group of students with group mandates on the IEP. In the event that no appropriate grouping is available due to age, developmental needs, scheduling issues, or prescription issues, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing. In such cases, the service may default to a group of one, which will be billed to SCHOOL DISTRICT at the individual rate. SCHOOL DISTRICT agrees to change or amend the IEP as deemed necessary.

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:	New York Therapy Placement Services, Inc.
Description of the purpose(s) for which Provider will receive/access PII:	See attached NYTPS Data Privacy and Security Plan
Type of PII that Provider will receive/access:	Check all that apply: ☒ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: July 1, 2026 Contract End Date: June 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: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: See attached NYTPS Data Privacy and Security Plan
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	John F. Johnson
[Printed Name]	John F. Johnson
[Title]	Chief Operating Officer
Date:	6/30/26

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: John F. Johnson — NEW YORK THERAPY PLACEMENT SERVICES, INC (Organization) — 6/30/26 (Date)

Client#: 1944311 NYTPSINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/28/2026

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	CONTACT NAME: Jacob Luttinger
USI Insurance Services - C/L 725 RXR Plaza East Tower 7th Floor Uniondale, NY 11556	PHONE (A/C, No, Ext): 516 419-4000 FAX (A/C, No): 877 727-5171 E-MAIL ADDRESS: jacob.luttinger@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New York Therapy Placement Services Inc
299 Hallock Ave
Port Jefferson Sta, NY 11776

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2572861017	07/01/2026	07/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2572861017	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB870998017	07/01/2026	07/01/2027	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10000							$
	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)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			PHPK2572861017	07/01/2026	07/01/2027	$1,000,000/$3,000,000	
	Abuse/Molestation			PHPK2572861017	07/01/2026	07/01/2027	$1,000,000/$3,000,000	

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

Services provided may include, but are not limited to, Physical Therapy, Occupational Therapy, Speech Therapy, Behavioral Services, Special Education, Teachers, Resource Room, and Translations. The Organizations' insurance policies automatically include Primary and Non-Contributory Endorsement along with Waiver of Subrogation for the District, its Board, employees, and volunteers when required by written Contract. UMBRELLA/EXCESS COVERAGE INCLUDES PROFESSIONAL LIABILITY.
(See Attached Descriptions)

CERTIFICATE HOLDER

Seaford UFSD
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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BLKZP

DESCRIPTIONS (Continued from Page 1)

UMBRELLA/EXCESS COVERAGE INCLUDES PROFESSIONAL LIABILITY. With respect to work performed by the Named Insured and where required by written contract, the Certificate Holder is included as an Additional Insured.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 113139640
NEW YORK THERAPY PLACEMENT
SERVICES INC
299 HALLOCK AVENUE
PORT JEFFERSON STAT NY 11776

POLICYHOLDER	CERTIFICATE HOLDER
NEW YORK THERAPY PLACEMENT SERVICES INC 299 HALLOCK AVENUE PORT JEFFERSON STAT NY 11776	SEAFORD UFSD 1600 WASHINGTON AVENUE SEAFORD NY 11783

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
I1044 370-3	551255	05/21/2026 TO 05/21/2027	9/09/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1044 370-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 475475019

U-26.3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	3
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	5
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7

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Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: PHPK2572861-017

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI CG DS 01 NY	1223	Commercial General Liability Coverage Part Declaration
PI CG SUPP SCH 1 NY	1223	Commercial General Liability Supplemental Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0163	0417	New York Changes-Commercial General Liability Cov Form
CG2010	0413	Addl Ins - Owners, Lessees, Or Contractors-Sched Pers
CG2011	0413	Additional Insured - Managers Or Lessors Of Premises
CG2026	0413	Additional Insured - Designated Person Or Organization
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2132	0509	Communicable Disease Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2173	0115	Exclusion Of Certified Acts Of Terrorism
CG2621	1091	NY Changes-Transfer of Duties When Limit is Used Up
CG3344	1205	New York Changes - Binding Arbitration
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GL-005	0712	Additional Insured Primary And Non-Contributory Ins
PI-GL-042	0422	Total Exclusion - PFC/PFAS
PI-GL-058 NY	1223	New York Changes - Annual Premium
PI-GLD-HS NY	1011	General Liability Deluxe Endorsement: Human Services
PI-HS-005	0704	Exclusion - Professional Liability Coverage
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SE-001 NY	0720	Special Events Endorsement

Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

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This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

   b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

      Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

   c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

      A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

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That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

   a. $1,000,000; or

   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

   This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. Intentional, Willful, or Deliberate Violations

   Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. Criminal Acts

   Any "violation" which results in any criminal penalties under the HIPAA.

   c. Other Remedies

   Any remedy other than monetary damages for penalties assessed.

   d. Compliance Reviews or Audits

   Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

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b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. **b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

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We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

   a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

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a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

   This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

   (1) Their financial control of you; or

   (2) Premises they own, maintain or control while you lease or occupy these premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers –** At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

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(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

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If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

O. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, for damages resulting from injury for which the insured is liable solely due to either disparate impact or vicarious liability. Personal and advertising injury does not mean discrimination:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

   (1) Any insured; or

   (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

   c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

   d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

   The above does not apply to fines or penalties imposed because of discrimination.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION
PROFESSIONAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering or failure to render:

   a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

   b. Any health or therapeutic service, treatment, advice or instruction; or

   c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures, or

4. A "professional incident" as defined herein.

   "Professional incident" means any actual or alleged negligent:
   a) act;
   b) error; or
   c) omission
   in the actual rendering of professional services to others, including counseling services, in your capacity as a human services organization. Professional services include the furnishing of food, beverages, medications or appliances in connection therewith.

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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)
NEW YORK THERAPY PLACEMENT SERVICES INC.
ATTN: LYNNE KHAN
299 HALLOCK AVENUE
PORT JEFFERSON STATION, NY 11776

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
631-215-3855

1c. Federal Employer Identification Number of Insured or Social Security Number
113139640

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

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL738405

3c. Policy effective period
01/01/2026 to 12/31/2026

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 1/13/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

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.

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 NEW YORK THERAPY PLACEMENT SERVICES, INC. (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 299 Hallock Avenue, Port Jefferson Station, New York 11776.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for the provision of academic tutoring in accordance with New York Education Laws; and

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

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide academic tutoring; and

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide academic tutoring 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:**

   a. SERVICE PROVIDER shall provide academic tutoring services as set forth herein in accordance with the State Education regulations, using only teachers certified by the New York State Education Department. SERVICE PROVIDER shall provide services to the students only on SCHOOL DISTRICT's day of normal operation. The program shall consist of common branch instruction for grades K-12 in English, Mathematics, Social Studies, Science, and other major courses of study as required by SCHOOL DISTRICT. Elementary students will receive two (2) hours of instruction per day, up to and including ten (10) hours per week. Secondary school students will receive three (3) hours of instruction per subject per week, for a maximum of five (5) subjects and fifteen (15) hours per week. SERVICE PROVIDER shall conduct its program in a community center, library, or designated school premises, as agreed upon by SCHOOL DISTRICT, or an appropriate public place. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present.

b. 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.

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 of SERVICE PROVIDER shall be deemed employees 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 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 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 Student Support 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. **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.

19. **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.

20. **TERMINATION:**

a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days written notice to SERVICE PROVIDER. 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. **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.

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 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.

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:

New York Therapy Placement Services, Inc.
229 Hallock Avenue
Port Jefferson Station, New York 11776

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

27. **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.

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.

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

SEAFORD UNION FREE SCHOOL DISTRICT

Date: _____ By: _____

NEW YORK THERAPY PLACEMENT SERVICES, INC.

Date: 6/30/26 By: John F. Johnson

Appendix A

New York Therapy Placement Services, Inc.

Academic Tutoring

2026-2027 Rates

RESOURCE ROOM/HOME TUTORING		
Service Location	**30 MINUTE INDIVIDUAL (RATE PER SESSION)**	**30 MINUTE GROUP (RATE PER STUDENT)**
In District	$55.00	$35.00
Child Seen at Home or at Private or Parochial School	$55.00	$35.00

NOTES

1. Sessions in excess of 30 minutes will be prorated based on the 30-minute rate.

2. SERVICE PROVIDER will follow NYSED regulations and guidance for Continuum of Services for School-Age Students with Disabilities in the grouping of students with group mandates on the IEP. In the event that no appropriate grouping is available due to age, developmental needs, scheduling issues, or prescription issues, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing. In such cases, the service may default to a group of one, which will be billed to SCHOOL DISTRICT at the individual rate. SCHOOL DISTRICT agrees to change or amend the IEP as deemed necessary.

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: John F. Johnson NEW YORK THERAPY PLACEMENT SERVICES, INC 6/30/26

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:	New York Therapy Placement Services, Inc.
Description of the purpose(s) for which Provider will receive/access PII:	See attached NYTPS Data Privacy and Security Plan
Type of PII that Provider will receive/access:	Check all that apply: ☑ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: July 1, 2026 Contract End Date: June 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: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: See attached NYTPS Data Privacy and Security Plan
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	John F. Johnson
[Printed Name]	John F. Johnson
[Title]	Chief Operating Officer
Date:	6/30/26

Client#: 1944311 NYTPSINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/28/2026

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	CONTACT NAME: Jacob Luttinger	
USI Insurance Services - C/L 725 RXR Plaza East Tower 7th Floor Uniondale, NY 11556	PHONE (A/C, No, Ext): 516 419-4000	FAX (A/C, No): 877 727-5171
	E-MAIL ADDRESS: jacob.luttinger@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED New York Therapy Placement Services Inc 299 Hallock Ave Port Jefferson Sta, NY 11776	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.

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			PHPK2572861017	07/01/2026	07/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2572861017	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB870998017	07/01/2026	07/01/2027	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10000							$
	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)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			PHPK2572861017	07/01/2026	07/01/2027	$1,000,000/$3,000,000	
	Abuse/Molestation			PHPK2572861017	07/01/2026	07/01/2027	$1,000,000/$3,000,000	

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

Services provided may include, but are not limited to, Physical Therapy, Occupational Therapy, Speech Therapy, Behavioral Services, Special Education, Teachers, Resource Room, and Translations. The Organizations' insurance policies automatically include Primary and Non-Contributory Endorsement along with Waiver of Subrogation for the District, its Board, employees, and volunteers when required by written Contract. UMBRELLA/EXCESS COVERAGE INCLUDES PROFESSIONAL LIABILITY.
(See Attached Descriptions)

CERTIFICATE HOLDER

Seaford UFSD
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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DESCRIPTIONS (Continued from Page 1)

UMBRELLA/EXCESS COVERAGE INCLUDES PROFESSIONAL LIABILITY. With respect to work performed by the Named Insured and where required by written contract, the Certificate Holder is included as an Additional Insured.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 113139640
NEW YORK THERAPY PLACEMENT
SERVICES INC
299 HALLOCK AVENUE
PORT JEFFERSON STAT NY 11776

POLICYHOLDER	CERTIFICATE HOLDER
NEW YORK THERAPY PLACEMENT SERVICES INC 299 HALLOCK AVENUE PORT JEFFERSON STAT NY 11776	SEAFORD UFSD 1600 WASHINGTON AVENUE SEAFORD NY 11783

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
I1044 370-3	551255	05/21/2026 TO 05/21/2027	9/09/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1044 370-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 475475019

U-26.3

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)
NEW YORK THERAPY PLACEMENT SERVICES INC.
ATTN: LYNNE KHAN
299 HALLOCK AVENUE
PORT JEFFERSON STATION, NY 11776

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
631-215-3855

1c. Federal Employer Identification Number of Insured or Social Security Number
113139640

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

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL738405

3c. Policy effective period
01/01/2026 to 12/31/2026

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 1/13/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	3
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	5
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7

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Form Schedule – General Liability

Policy Number: PHPK2572861-017

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI CG DS 01 NY	1223	Commercial General Liability Coverage Part Declaration
PI CG SUPP SCH 1 NY	1223	Commercial General Liability Supplemental Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0163	0417	New York Changes-Commercial General Liability Cov Form
CG2010	0413	Addl Ins - Owners, Lessees, Or Contractors-Sched Pers
CG2011	0413	Additional Insured - Managers Or Lessors Of Premises
CG2026	0413	Additional Insured - Designated Person Or Organization
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2132	0509	Communicable Disease Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2173	0115	Exclusion Of Certified Acts Of Terrorism
CG2621	1091	NY Changes-Transfer of Duties When Limit is Used Up
CG3344	1205	New York Changes - Binding Arbitration
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GL-005	0712	Additional Insured Primary And Non-Contributory Ins
PI-GL-042	0422	Total Exclusion - PFC/PFAS
PI-GL-058 NY	1223	New York Changes - Annual Premium
PI-GLD-HS NY	1011	General Liability Deluxe Endorsement: Human Services
PI-HS-005	0704	Exclusion - Professional Liability Coverage
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SE-001 NY	0720	Special Events Endorsement

Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

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This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

   b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

      Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

   c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

      A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

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That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

   a. $1,000,000; or

   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

   This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. Intentional, Willful, or Deliberate Violations

   Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. Criminal Acts

   Any "violation" which results in any criminal penalties under the HIPAA.

   c. Other Remedies

   Any remedy other than monetary damages for penalties assessed.

   d. Compliance Reviews or Audits

   Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

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b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. **Athletic Activities**

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. **b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

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We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

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a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

   This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

   (1) Their financial control of you; or

   (2) Premises they own, maintain or control while you lease or occupy these premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers –** At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

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(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

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If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

O. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, for damages resulting from injury for which the insured is liable solely due to either disparate impact or vicarious liability. Personal and advertising injury does not mean discrimination:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

      (1) Any insured; or

      (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

   c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

   d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

   The above does not apply to fines or penalties imposed because of discrimination.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION
PROFESSIONAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering or failure to render:

   a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

   b. Any health or therapeutic service, treatment, advice or instruction; or

   c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures, or

4. A "professional incident" as defined herein.

   "Professional incident" means any actual or alleged negligent:
   a) act;
   b) error; or
   c) omission
   in the actual rendering of professional services to others, including counseling services, in your capacity as a human services organization. Professional services include the furnishing of food, beverages, medications or appliances in connection therewith.

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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 POINT NORTH PSYCHOLOGICAL SERVICES, PLLC (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 92 Broadway, Greenlawn, New York 11740.

WITNESSETH:

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

WHEREAS, SERVICE PROVIDER is in the business of providing neuropsychological evaluation services; 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. **Neuropsychological Evaluation (including written report)**

   b. 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.

   c. 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.

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

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 performed pursuant to this Agreement.

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly approved 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 Student Support 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. **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.

19. **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.

20. **TERMINATION:**

a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to SERVICE PROVIDER. 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 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.

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 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. **Obligations of SERVICE PROVIDER:**

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:

Point North Psychological Services, PLLC
92 Broadway
Greenlawn, New York 11740

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: _____

POINT NORTH PSYCHOLOGICAL SERVICES, PLLC

Date: 07/21/2026 By: Juliana Genovese-Doyle, PhD Digitally signed by Juliana Genovese-Doyle, PhD Date: 2026.07.21 12:07:45 -04'00'

Appendix A

Point North Psychological Services, PLLC

2026-2027 Rates

SERVICE	RATE
Neuropsychological Evaluation *Includes intake, testing sessions, report writing, feedback and attendance at a CSE Meeting*	$6,000.00 per evaluation

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: Juliana Genovese-Doyle, PhD — Digitally signed by Juliana Genovese-Doyle, PhD Date: 2026.07.21 12:19:41 -04'00'

Point North Psychological Services, PLLC — Organization

07/21/2026 — Date

Account Number: NY GENJ 5500 Date: 9/02/26 Initials: QTMHHTTP

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:
JULIANA A GENOVESE-DOYLE, PHD
55 HARDING STREET
EAST NORTHPORT NY 11731

Additional Named Insureds:

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST
Location of Operations: N/A
(If different than address listed above)

Claim History: None

Retroactive date is 09/23/2023

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5014-3472	9/23/2026	9/23/2027	2,000,000 2,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is $5,000. 3/10 ADDL.INS.BELOW:

HALO PROPERTIES, LLC
92 BROADWAY
STE 210
GREENLAWN NY 11740

EAST ISLIP UFSD
1 CRAIG B. GARIEPY AVE
ISLIP TERR NY 11752

MIDDLE COUNTRY CSD
8 43RD ST
CENTERREACH NY 11720

This Certificate Issued to:
Name: JULIANA A GENOVESE-DOYLE, PHD
55 HARDING STREET
Address: EAST NORTHPORT NY 11731

Authorized Representative

APA 00138 00 (06/2014)

POLICY NO.: 501-000043472 ISSUED TO: JULIANA A GENOVESE-DOYLE, PHD

BY: ALLIED WORLD INSURANCE COMPANY

ITEM 2: ADDITIONAL INSUREDS

01. HALO PROPERTIES, LLC
92 BROADWAY
STE 210
GREENLAWN, NY 11740

02. EAST ISLIP UFSD
1 CRAIG B. GARIEPY AVE
ISLIP TERR, NY 11752

03. MIDDLE COUNTRY CSD
8 43RD ST
CENTERREACH, NY 11720

04. SOUTH HUNTINGTON UFSD
60 WESTON ST
HUNTINGTON STAT, NY 11746

05. SACHEM CSD
51 SCHOOL ST
LAKE RONKONKOMA, NY 11779

06. WEST BABYLON UFSD
10 FARMINGDALE RD
WEST BABYLON, NY 11704

07. WANTAGH UFSD
3301 BELTAGH AVE
WANTAGH, NY 11793

08. WEST HEMPSTEAD UFSD
252 CHESTNUT ST
WEST HEMPSTEAD, NY 11552

09. COMMACK UFSD
PO BOX 150
COMMACK, NY 11725

10. SEAFORD UNION FREE
SCHOOL DISTRICT
1600 WASHINGTON AVE
SEAFORD, NY 11783

*** CONTINUED ON NEXT PAGE ***

AUTHORIZED REPRESENTATIVE

POLICY NO.: 501-000043472 ISSUED TO: JULIANA A GENOVESE-DOYLE, PHD

BY: ALLIED WORLD INSURANCE COMPANY

ITEM 2: ADDITIONAL INSUREDS

AUTHORIZED REPRESENTATIVE

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:	Juliana Genovese-Doyle, PhD
Description of the purpose(s) for which Provider will receive/access PII:	I am contracted by Seaford Union Free School District to conduct an Independent Educational Evaluation (IEE), with a focus on a comprehensive neuropsychological evaluation of J.B., a student enrolled within the district. The evaluation is being performed in accordance with the Individuals with Disabilities Education Act (IDEA) and district policy to inform educational planning and support.
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: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: All PHI is handled in strict compliance with HIPAA and FERPA requirements: Electronic PHI is stored on encrypted, password-protected devices Paper records are stored in locked filing cabinets when not in use
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	Juliana Genovese-Doyle, PhD Digitally signed by Juliana Genovese-Doyle, PhD Date: 2026.07.21 12:19:10 -04'00'
[Printed Name]	Juliana Genovese-Doyle, PhD
[Title]	Owner & NYS Licensed Psychologist
Date:	07/21/2026

AMENDED THIRD AMENDMENT

AMENDMENT made this ____ day of September, 2026 to the September 27, 2023 Agreement, as amended, between Margaret Cervini (hereinafter referred to as the "Employee") and the Seaford Union Free School District (hereinafter referred to as the "School District").

WHEREAS, the parties entered into an Agreement dated September 27, 2023, as amended, establishing the rights and responsibilities of the Employee and the School District; and

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

WHEREAS, the Board of Education previously approved a Third Amendment on September 9, 2026; and

WHEREAS, the parties desire to amend and supersede the Third Amendment previously approved on September 9, 2026, such that this amended Third Amendment shall replace and supersede the prior Third Amendment in its entirety;

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

FIRST: EFFECT OF THE AMENDMENT

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

SECOND: SALARY

Effective July 1, 2026, the annual salary for the Employee shall be $97,302.00.

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THIRD: **LONGEVITY**

The Employee shall receive a one-time longevity payment of $2,500.00, payment for which shall be made in the first payment in December in one lump sum in a separate check.

Dated: 9/15/2026

Margaret Cervini
MARGARET CERVINI

SEAFORD UNION FREE SCHOOL DISTRICT

Dated: By: _____
LISA HERBERT, BOARD PRESIDENT

AMENDED SEVENTH AMENDMENT

AMENDMENT made this ____ day of September, 2026 to the September 11, 2020 Agreement, as amended, between Madeline Fischetto (hereinafter referred to as the "Employee") and the Seaford Union Free School District (hereinafter referred to as the "School District").

WHEREAS, the parties entered into an Agreement dated September 11, 2020, as amended, establishing the rights and responsibilities of the Employee and the School District; and

WHEREAS, the parties are desirous of providing for further amendment of said Agreement; and

WHEREAS, the Board of Education previously approved a Seventh Amendment on September 9, 2026; and

WHEREAS, the parties desire to amend and supersede the Seventh Amendment previously approved on September 9, 2026, such that this amended Seventh Amendment shall replace and supersede the prior Seventh Amendment in its entirety;

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

FIRST: EFFECT OF THE AMENDMENT

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

SECOND: SALARY

Effective July 1, 2026, the annual salary for the Employee shall be $101,305.00. In addition, the Employee shall be paid a stipend of $2,500.00 for her confidential designation, payment for which shall be made in the first payment in December in one lump sum in a separate check.

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THIRD: **LONGEVITY**

The Employee shall receive a one-time longevity payment of $3,500.00, payment for which shall be made in the first payment in December in one lump sum in a separate check.

Dated: 9-15-26

Madeline Fischetto

MADELINE FISCHETTO

SEAFORD UNION FREE SCHOOL DISTRICT

Dated: By: _____

LISA HERBERT, BOARD PRESIDENT

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 PROFESSIONAL ATHLETIC TRAINING SERVICES, PLLC (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 576 Broadhollow Road, Melville, New York 11747.

WITNESSETH:

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

WHEREAS, SERVICE PROVIDER maintains and operates its business with certified and licensed or license pending athletic trainers and support employees pursuant to the professional licensing standard contained in Article 162 of the Education Law and Section 135.4 of the Commissioner's Regulations;

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide the assistance of and use of the facilities of SERVICE PROVIDER to complement its interscholastic athletic events and physical education program; and

WHEREAS, SERVICE PROVIDER is capable of and willing to assist SCHOOL DISTRICT in developing and maintaining an athletic program designed to reduce athletic injuries and promote the safe and prompt rehabilitation of students after athletic injuries.

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. Upon mutual consent of the parties, including approval by the SCHOOL DISTRICT's Board of Education, this Agreement may be extended for up to an additional two (2) terms of one (1) year each.

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

   a. SERVICE PROVIDER, by and through its designated Athletic Trainer(s), shall provide the following Athletic Trainer Services to SCHOOL DISTRICT upon SCHOOL DISTRICT's request in accordance with the Athletic Trainer Practice Act for the State of: Managing athletic injuries, which may include the preconditioning, conditioning and reconditioning of an individual who has suffered an athletic injury through the use of appropriate preventative and supportive devices, in accordance with the standards of the State of New York Athletic Trainer Practice Act, inclusive of recognizing injuries and referring to the appropriate medical professional with

implementation of treatment pursuant to physician's order(s) (collectively referred to as "Services").

b. SERVICE PROVIDER shall provide Services at specific meets, functions or athletic events as designated by School (each, an "**Event**" and collectively "**Events**").

c. All requests for Services for Events shall be made by SCHOOL DISTRICT at least fifteen (15) days' prior to the Event for which such Services are requested. SCHOOL DISTRICT acknowledges that, although SERVICE PROVIDER will use reasonable efforts to provide Athletic Trainer coverage for Events for which less than 15 days' notice is provided, SERVICE PROVIDER cannot guarantee availability for those Events for which the fifteen (15) days minimum is not provided by SCHOOL DISTRICT.

d. SCHOOL DISTRICT acknowledges and agrees that Athletic Trainers are to be used solely for athletic training coverage for participants participating in the Athletic Program, and Event for which the Athletic Trainer is providing Services. The Athletic Trainer will not be used to provide treatment or Services to coaches, officials, spectators or non-participating participants; provided, however, that Athletic Trainer may render immediate first aid to those in need while emergency Services are summoned, regardless of whether such person is participating in the Athletic program or Event. In no event will School use the Athletic Trainer as a scorekeeper, official, or for any other role outside of Athletic Trainer Services (defined above), and any such use shall be grounds for immediate termination by Professional.

e. Athletic Trainers are expected to report a minimum of thirty (30) minutes prior to the beginning of any Event for which the Athletic Trainer has been scheduled. Upon arrival, the Athletic Trainer will introduce themselves to both coaches and officials. The Athletic Trainer will be situated in a visible location during the Event and shall remain at the Event at least fifteen (15) minutes after completion. In accordance with applicable law, any athletic injuries attended to by the Athletic Trainer will be reported to the coach and participant's parent/guardian as soon as possible. The Athletic Trainer will also be available to assist in follow up treatment, if necessary, for any injured participants.

3. <u>PAYMENT SCHEDULE:</u>

a. 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.

b. SCHOOL DISTRICT shall provide and pay the direct costs of any additional expenses as they are incurred by or on behalf of SERVICE PROVIDER's athletic trainers when SCHOOL DISTRICT requests that SERVICE PROVIDER's athletic trainers participate in any out-of-town athletic event requiring travel and/or overnight lodging. Since SERVICE PROVIDER's athletic trainers are also scheduled for clinic shifts it is further agreed that when SCHOOL DISTRICT requires athletic trainer services for an out-of-

town event which would include overnight lodging SCHOOL DISTRICT will be charged an amount not to exceed $180.00 per day per athletic trainer.

c. 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 payment to SERVICE PROVIDER in the event SERVICE PROVIDER does not provide services set forth herein.

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. 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. **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. In the event that SERVICE PROVIDER is requested by SCHOOL DISTRICT to participate in an out-of-town athletic event requiring travel and/or overnight lodging, SCHOOL DISTRICT shall be responsible for additional costs incurred by SERVICE PROVIDER as described in Paragraph 3 above.

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 failure to withhold any amount from the payments for tax purposes.

7. **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.

8. **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. 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.

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. **INDEPENDENT CONTRACTOR:** All employees of SERVICE PROVIDER shall be deemed employees 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.

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

12. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Athletic Director's Office or any other authorized office of SCHOOL DISTRICT.

13. **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.

14. **I.D. BADGES:** SERVICE PROVIDER shall furnish each individual providing services hereunder with an identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT. SCHOOL DISTRICT may provide photo identification badges for use by SERVICE PROVIDER while on-site providing services at its discretion.

15. **TERMINATION:**

a. This Agreement may be terminated by SCHOOL DISTRICT upon thirty (30) days' written notice to SERVICE PROVIDER. 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 upon three (3) days' written notice to SERVICE PROVIDER in the event of a material breach by SERVICE PROVIDER.

16. **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, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within seven (7) 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 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 seven (7) 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.

17. 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.

18. **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.

19. **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 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. **Obligations of SERVICE PROVIDER:**

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.

20. **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.

21. **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.

22. **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:

Professional Athletic Training Services, PLLC
576 Broadhollow Road
Melville, New York 11747

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Director of Physical Education, Health and Athletics

23. **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.

24. **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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. FORCE MAJEURE: Each party shall perform all duties and obligations required of such party pursuant to the terms of this Agreement except upon the occurrence of *force majeure* or any other event outside of or beyond the reasonable control of such party.

32. 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.

33. 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.

34. COUNTERPARTS: This Agreement may be executed in counterparts. The parties agree that electronic and/or facsimile signatures will be held binding on the parties with the same force and effect of original signatures.

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

SEAFORD UNION FREE SCHOOL DISTRICT

Date: _____ By: _____

PROFESSIONAL ATHLETIC TRAINING SERVICES, PLLC

Date: 8/28/2026 By: Angelo Marsella Digitally signed by Angelo Marsella Date: 2026.08.28 07:44:34 -04'00'

Appendix A

Professional Athletic Training Services, PLLC

2026-2027 Rates

SERVICE	RATE
Administrative Fee	$20.00 per event
Football Maximum of 5 hours	$250.00 per game
All Other Games Maximum of 3 hours	$150.00 per game
Athletic Training Room and Practice Coverage	$50.00 per hour
Tournaments (3 or more games in the same day)	$50.00 per hour

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08-26-2026

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 MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN142797845--GAWUP-26-27	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Professional Athletic Training Services 576 Broadhollow Road Melville, NY 11747	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 19682 **INSURER B :** Trumbull Insurance Company — 27120 **INSURER C :** Hartford Casualty Insurance Company — 29424 **INSURER D :** Twin City Fire Insurance Company — 29459 **INSURER E :** Evanston Insurance Company — 35378 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-012706443-01 **REVISION NUMBER:** 1

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			10UENBZ9Z6G	04-01-2026	04-01-2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLICY AGGREGATE	$ $ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000 10,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			10UENBW4R0K	04-01-2026	04-01-2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $	1,000,000
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			10 XHU BN0XS3	04-01-2026	04-01-2027	EACH OCCURRENCE AGGREGATE	$ $ $	10,000,000 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10 WB AJ7S3G	04-01-2026	04-01-2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	Medical Professional Liability			MKLV1PSM001942	10-31-2025	10-31-2026	Each Claim: Aggregate:		5,000,000 5,000,000

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 an additional insured with respects to Auto, General and Umbrella coverages as required by written contract. All coverages are primary and non-contributory. Waiver of Subrogation is provided with respects to Auto, General Liability, Workers Compensation and Umbrella Liability as required by written contract

CERTIFICATE HOLDER

Seaford Union Fee 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

Marsh USA LLC

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AGENCY CUSTOMER ID: CN142797845

LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA, LLC.		Professional Athletic Training Services 576 Broadhollow Road Melville, NY 11747
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:
Policy #10 WB AJ7S3G
Policy Carriers:
CT, MA, NH, NJ - Twin City Fire Insurance Company
NY - Hartford Accident and Indemnity Insurance Company

ADDITIONAL WORKERS COMPENSATION:
CT, FL, NH, NJ - Twin City Fire Insurance Company
MA - Hartford Accident and Indemnity Insurance Company
NY - Hartford Insurance Company of the Midwest
Policy Number: 10 WB AJ7DTG
Policy Effective Date: 4/1/2026 - 4/1/2027
Workers Compensation: Per Statute
Employers Liability Limit:
Each Accident: $1,000,000
Disease - Each Employee: $1,000,000
Disease - Policy Limit: $1,000,000

Sexual Acts Liability:
Carrier: Evanston Insurance Company
Policy Number: MKLV1PSM001942
Effective Date: 10/31/2025 - 10/31/2026
Limit: $1,000,000 per claim, $3,000,000 aggregate

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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: Angelo Marsella Digitally signed by Angelo Marsella Date: 2026.08.24 10:41:35 -04'00' | Professional Athletic Training Services | 8/24/2026

Organization | Date

Planbook Inc.
P.O. Box 549
Yorkville, IL 60560

Planbook

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

QUOTE

August 20, 2026

DESCRIPTION	AMOUNT
12-month subscription to planbook.com for 275 teacher/administrator accounts Includes a 30% discount for school/district purchase Email: support@planbook.com Telephone: (856) 386-2626 **Quote Pricing is valid for 60 days.**	$3,850.00
TOTAL	$3,850.00

Acceptance of Terms

Welcome to Planbook, an online lesson management system. Planbook provides its services to you, subject to the following conditions. When using Planbook services, you and Planbook shall be subject to any posted guidelines or rules applicable to such services. Planbook may update these conditions from time to time without notice.

Description of Service

Planbook provides users with access to online services that allow you to create and manage classes, lessons, and events over the Internet and share these items with others. Unless explicitly stated otherwise, any new features that augment or enhance the current services, including the release of new services, shall be subject to the Terms of Service (TOS). You understand and agree that all services are provided "AS-IS" and that Planbook assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

In order to use the services, you must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

Your Registration Obligations

In consideration of your use of Planbook, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted on the Account Information page (such information being the "Account Information") and (b) maintain and promptly update the Account Information data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Planbook has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Planbook has the right to suspend or terminate your account and refuse any and all current or future use of Planbook's services (or any portion thereof).

Accounts may not be Shared

You understand that Planbook accounts may not be shared. A Planbook account may be used only by the single individual whose name appears in Account Information. If Planbook has reasonable grounds to suspect that an additional person has been accessing your account without having rendered proper payment to Planbook, Planbook has the right to suspend or terminate your account and refuse any and all current or future use of Planbook services.

Privacy Policy

Please review our Privacy Policy, which governs your visit to Planbook, to understand our practices.

Member Accounts, Passwords, and Security

When you use Planbook, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account and password. When you visit Planbook or send e-mails to us, you are communicating with us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Member Conduct

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Planbook, are entirely responsible for all Content that you post, e-mail, or otherwise transmit via Planbook. Planbook does not control the Content posted via Planbook, as such, does not guarantee the accuracy, integrity, or quality of such Content. Under no circumstances will Planbook be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, or otherwise transmitted via Planbook.

You agree to not use Planbook to:

1. upload, post, e-mail or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, a Planbook official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through Planbook;
5. upload, post, e-mail or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, e-mail, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of any party;
7. upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation that are designated for such purpose;
8. upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any

computer software or hardware or telecommunications equipment;

9. interfere with or disrupt Planbook services or servers or networks connected to Planbook services, or disobey any requirements, procedures, policies, or regulations of networks connected to Planbook services;
10. intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law;
11. "stalk" or otherwise harass another; or
12. collect or store personal data about other users.

You acknowledge that Planbook may not pre-screen Content, but that Planbook and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via Planbook. Without limiting the foregoing, Planbook and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge and agree that Planbook may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third- parties; or (d) protect the rights, property, or personal safety of Planbook, its users, and the public.

You understand that the technical processing and transmission of Planbook services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Indemnity

You agree to indemnify and hold Planbook, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to, or transmit through Planbook, your use of Planbook services, your connection to Planbook services, your violation of the TOS, or your violation of any rights of another.

No Resale of Service

You agree not to reproduce, duplicate, or copy any portion of Planbook, use of Planbook services, or access to Planbook services.

General Practices regarding Use and Storage

You acknowledge that Planbook may establish general practices and limits concerning use of Planbook services, including without limitation posted Content that will be retained by Planbook services, the maximum disk space that will be allotted on Planbook servers on your behalf, and the

maximum number of times (and the maximum duration for which) you may access Planbook services in a given period of time. You agree that Planbook has no responsibility or liability for the deletion or failure to store any data and other communications or other Content maintained or transmitted by Planbook services. You acknowledge that Planbook reserves the right to delete accounts that are inactive for an extended period of time. You further acknowledge that Planbook reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Modifications to Service

Planbook reserves the right at any time to modify or discontinue, temporarily or permanently, Planbook services (or any part thereof), with or without notice. You agree that Planbook shall not be liable to you or to any third party for any modification, suspension, or discontinuance of Planbook services.

Termination

You agree that Planbook, in its sole discretion, may terminate your password, username, account (or any part thereof) or use of Planbook, and remove and discard any Content within Planbook services, for any reason, including, without limitation, for lack of use or if Planbook believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Planbook may also in its sole discretion and at any time discontinue providing Planbook services, or any part thereof, with or without notice. You agree that any termination of your access to Planbook services under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Planbook may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or Planbook services. Further, you agree that Planbook shall not be liable to you or any third party for any termination of your access to Planbook services.

Proprietary Rights

You acknowledge and agree that Planbook services and any necessary software used in connection with Planbook services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through Planbook services is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws.

Disclaimer of Warranties

You expressly understand and agree that:

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- Planbook makes no warranty that (i) Planbook services will meet your requirements, (ii) Planbook services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of Planbook services will be accurate or reliable, (iv) the quality of any products, services, information, or other material obtained by you through Planbook services will meet your expectations, and (v) any errors in the software will be corrected.
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Notice

Notices to you may be made via either e-mail or regular mail. Planbook services may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on Planbook services.

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Copyrights and Copyright Agents

Planbook respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Planbook with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of copyright interest;
2. a description of the copyrighted work that you claim has been infringed upon;
3. a description of where the material that you claim is infringing is located on the site;

4. your address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Planbook can be reached as follows:

Planbook, Inc.
P.O. Box 549
Yorkville, IL 60560

By phone: (856) 386-2626

By e-mail: support@planbook.com

General Information

The TOS constitute the entire agreement between you and Planbook and govern your use of Planbook services, superseding any prior agreements between you and Planbook. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. The TOS and the relationship between you and Planbook shall be governed by laws of the State of Illinois without regard to its conflict of law provisions. You and Planbook agree to submit to the personal and exclusive jurisdiction of courts located within the County of Kendall, Illinois. The failure of Planbook to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in provision, and other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Planbook services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

Violations

Please report any violations of Terms of Service to support@planbook.com.

Last Update

Planbook Terms of Service was last updated on **July 1, 2020**

RIDER TO THE AGREEMENT

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

and

Planbook, Inc.
(hereinafter referred to as the "Company")
P.O. Box 549
Yorkville, Illinois 60560

1. The terms and conditions of this Rider supersede and take precedence over the Terms of Service dated July 1, 2020 (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. The paragraph entitled "Indemnity" shall be deleted in its entirety and replaced with paragraph 7 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. 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.

5. 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.

6. 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.

7. 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.

8. 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' 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. **Technology Errors and Omissions Liability:**
$1,000,000 per occurrence/$1,000,000

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.

9. Confidentiality and Data Security and Privacy Standards:

a. 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.

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

e. Company understands that as part of School District's obligations under New York Education Law § 2-d, Company 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 Company will ensure that subcontractors, persons or entities that Company 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, Company 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 Company's own information security policies, confidentiality obligations, and applicable laws. In addition, Company 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 Company, and alignment with the NIST Cybersecurity Framework performed by an independent third party at Company's expense, and provide the audit report to School District. Company may provide School District with a recent industry standard independent audit report on Company's privacy and security practices as an alternative to undergoing an audit.

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

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

ii. Company 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. Company 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, Company 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, Company shall follow the data breach reporting requirements set forth herein.

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

v. Company must not disclose PII to any other party unless such disclosure is required by statute, court order, or subpoena, and Company 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. Company 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, Company shall immediately notify School District and advise it as to the nature of the breach and steps Company 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 Company'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, Company shall promptly reimburse School District for the full cost of such notification.

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

k. In the event that Company 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 Company 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. Company 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. Company 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, Company 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, Company agrees to return or destroy all PII when the purpose that necessitated its receipt by Company 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 Company in a secure data center and/or cloud-based facilities that remain in the possession of Company or its subcontractors, Company 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. Company shall provide School District with a written certification of the secure deletion and/or destruction of PII held by Company or its subcontractors. Destruction of electronic or paper PII will not supersede Company's requirements to retain data due to State and/or Federal law or auditing, licensing, accreditation, or other good cause that requires Company to maintain data. In such circumstance, all such data retained by Company is maintained in accordance with best practices for technical, administrative and physical security controls.

   iv. To the extent that Company 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.

10. 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:

Planbook, Inc.
P.O. Box 549
Yorkville, Illinois 60560

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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: _____

PLANBOOK, INC.

Dated: 09/18/2026 By: Jacob Hall

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

February 5, 2026

For Informational Purposes
PO Box 549
YORKVILLE IL 60560-0549

Account Information:

Policy Holder Details :	**Planbook, 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

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 SENSORY STARS PEDIATRIC THERAPY (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 3559 Merrick Road, Seaford, New York 11783.

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 related services; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide related services; 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. **Physical Therapy**

   c. **Speech Therapy**

   d. 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;

e. 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.

f. 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.

g. 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 of SERVICE PROVIDER shall be deemed employees 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 performed 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 Student Support 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. **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.

19. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain 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.

20. **TERMINATION:**

a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to SERVICE PROVIDER. 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. **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, directors, agents, or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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 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.

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 days after mailing. Notice shall be delivered or mailed to:

Sensory Stars Pediatric Therapy
3559 Merrick Road
Seaford, New York 11783

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

27. **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.

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: _____

SENSORY STARS PEDIATRIC THERAPY

Date: 6-18-26 By: Crystal Nasuti, MSOTR/L

Crystal Nasuti

Appendix A

Sensory Stars Pediatric Therapy

2026-2027 Rates

OCCUPATIONAL THERAPY, PHYSICAL THERAPY, SPEECH THERAPY	
SERVICE	**RATE**
Individual Session	$90.00 per 30 minutes $135.00 per 45 minute session
Evaluation*	$350.00 per evaluation
Group Session	$45.00 per student per 30 minute session
Attendance at meetings	$90.00 per 30 minutes $135.00 per 45 minute session

*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: Crystal Nasuti C. Nasuti | Sensory Stars (Organization) | 6-18-26 (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:	Sensory Stars Pediatric Therapy
Description of the purpose(s) for which Provider will receive/access PII:	We provide services to school aged children and we require access to IEP, Annual Reports, evaluations. We also require access in order to communicate with all team members.
Type of PII that Provider will receive/access:	Check all that apply: ■ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: 7/1/ 2026 Contract End Date: 6/30/ 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: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: We maintain a secure inventory of all devices, software, systems, and personnel authorized to access PII. Devices used for student data are designated, password-protected, and monitored to ensure proper use. PII is encrypted at rest and in transit. Systems have antivirus, firewall, and
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	Crystal Nasuti
[Printed Name]	Crystal Nasuti, MS OTR/L
[Title]	Clinical Director
Date:	6-18-26

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2026

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 Progressive Advantage Business Program PO Box 5316 Binghamton NY 13902	CONTACT NAME: Progressive Advantage Business Program PHONE (A/C, No, Ext): (844) 306-4926 FAX (A/C, No): E-MAIL ADDRESS: commercialservice@homesite.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED OT SENSORY STARS PLLC DBA SENSORY STARS PEDIATRIC THERAPY 3545 MERRICK ROAD SUITE 9 Seaford NY 11783	INSURER A : Midvale Indemnity Company	27138
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 28471007947431 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	BPP1028946	09/15/2026	09/15/2027	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (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	
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE	

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

CERTIFICATE HOLDER	CANCELLATION
SEAFORD UNION FREE SCHOOL DISTRICT 1600 WASHINGTON AVE SEAFORD NY 11783	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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

September 17, 2026

SEAFORD UFSD
1600 WASHINGTON AVE
SEAFORD NY 11783-1955

Account Information:

Policy Holder Details :	**OT Sensory Stars, PLLC.**

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

NEW YORK STATE | **Workers' Compensation Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) OT SENSORY STARS, PLLC 3553A MERRICK RD SEAFORD NY 11783 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (631) 572-6919 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 82-3403603
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) SEAFORD UFSD 1600 WASHINGTON AVE SEAFORD NY 11783-1955	3a. Name of Insurance Carrier Sentinel Insurance Company Ltd. 11000 3b. Policy Number of Entity Listed in Box "1a": 76 WEG AH6ANY 3c. Policy effective period: 09/08/2026 to 09/08/2027 3d. The Proprietor, Partners or Executive Officers are [X] 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 Worker's 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: Jessica Rolley
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Jessica Rolley 09/17/2026
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730

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

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into 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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2026

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PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Berkshire Hathaway Direct Insurance Company — 10391
INSURED OT SENSORY STARS PLLC SENSORY STARS PEDIATRIC THERAPY 3545 Merrick Rd Ste 9 Seaford, NY 11783	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	
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Errors & Omissions): Claims-Made			N8PL745836	08/07/2026	08/07/2027	Per Occurrence/ Aggregate	$3,000,000/ $3,000,000

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

Cyber Liability coverage of $100,000 for policy #N8PL745836 with effective dates 08/07/2026 to 08/07/2027 expiration date (or pending cancel/cancel date). Additional Named Insured:SENSORY STARS PEDIATRIC THERAPY

CERTIFICATE HOLDER

Seaford School District
1600 Washington Ave
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

Patel

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2026

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PRODUCER	CONTACT NAME:	
AP INTEGO INSURANCE GROUP LLC 76251017 PO BOX 31241 SALT LAKE CITY UT 84131	PHONE (A/C, No, Ext): (888) 289-2939	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Hartford Accident and Indemnity Company	22357
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
OT SENSORY STARS, PLLC.
3553A MERRICK RD
SEAFORD NY 11783

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		76 WEG AH6ANY	09/08/2025	09/08/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ $100,000
							E.L. DISEASE -EA EMPLOYEE	$ $100,000
							E.L. DISEASE - POLICY LIMIT	$ $500,000

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 School District
1600 WASHINGTON AVE
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
Susan L. Castaneda

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SEAFORD UNION FREE SCHOOL DISTRICT

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Seaford Harbor PTA

DONOR ADDRESS: 3500 Bayview St, Seaford, NY 11783

DONATION: ☑ Cash or Check ☐ Goods ☐ Service

Please provide a listing of the item(s) to be donated and the related value.
Check for $2,695 to pay the cost of a Unique Game Show Assembly from Academic Entertainment for Red Ribbon Week

Anticipated Date of Delivery to the School Check ASAP for assembly 10/26/26

Any related installation costs? ☐ Yes ☑ No Estimated Annual Cost _____
If "Yes" please attach approval from Assistant Superintendent for Business.

Any expected maintenance costs? ☐ Yes ☑ No Estimated Annual Cost _____

Where will the donation be used? Seaford Harbor School

What grade level will benefit from the donation? K-5

Principal's/Director's Signature & Date Lauren Reilly 9/14/26
Rhonda Mesenbrink 9/15/26

To be completed by Central Administration:

Select the fund and provide the budget code(s) of where the donation should be recorded.

☐ General Fund ☐ Extracurricular Fund ☐ Trust & Agency Budget Code _____

Board of Education Approval Date _____

Budget Adjustment Recorded _____

This form is to be filed with the Superintendent by the first of the month, at which time the Board of Education, at the next regular meeting, will act upon the donation. No item may be accepted as a donation or gift, nor may any item be installed on school premises, prior to the BOE accepting the gift or donation.

Those considering making gifts to the District should note that the District can assume no responsibility for the accuracy of estimated values assigned to the donated item(s). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the use of the item(s) by a particular program/grade/school, etc., it must nevertheless reserve the right to reassign and/or reallocate such gifts as it deems appropriate so as to best serve the interests of the District.

Revised September 2019

* No bus

* Needs B.O.E approved.

SEAFORD UNION FREE SCHOOL DISTRICT
SEAFORD, NEW YORK

☐ APPROVED BY TRANSPORTATION

REQUEST FOR APPROVAL OF FIELD TRIP

BUILDING:

[X] High School, 1575 Seamans Neck Road
[ ] Middle School, 3940 Sunset Avenue
[ ] Manor Elementary, 1590 Washington Avenue
[ ] Harbor Elementary, 3500 Bayview Street

FUNDING:

Student Activity/Trust & Agency: _____
Budget: _____
Other: _____

Date: Sept 14, 2026

Requestor Name: L. Heller

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

DATE OF TRIP:	Fri Dec 4	Date of BOE Approval (If required):	
DESTINATION:	Wallstreet - Stock Market		
Address:	18 Broad street		
Purpose Of Trip:	Students will experience Opening bell @ Stock Market, History and Immersion into Stock broker careers.		
Teacher:	Heller	Periods Going on Trip: 1-9	Grade Level/Group: Wallstreet gr. 10-12
Periods To Be Covered by Substitute:	1-9	Cost To Students (Itemize): $33 Subway, train	
Chaperones:	Teacher / Director	Security Needed: [X] Yes ☐ No	
No. Of Pupils:	21	No. of Adults: 2	Time Of Departure from School: Meet at train station
Pick-Up Location:	☐ Front Of Building	☐ Main Parking Lot	☐ Wing A/B/C
Means Of Transportation:	☐ Bus	[X] R.R.	☐ Coach ☐ Other
Time Of Departure from Destination:	7:05 (from seaford)	Time Of Return to School:	2:00pm
No. Of Buses:		Cost Per Bus:	Total Cost for Buses:

AED Device Required:	Yes or No	If Yes:	Name of AED Cert. Individual:	Establishment was contacted: Yes or No	Name of Contact:

APPROVALS

Department Chairperson (If Applicable)	Building Principal	Assistant Superintendent for Business
Date: 9/14/26	Date: 9/14/26	Date: 9/16/26

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

☐ Building Principal ☐ Curriculum ☐ Bus Company ☐ Transportation ☐ Security (when needed)

Revised Form June 2026 RLM/CTO/AS

* No bus

*Needs B.O.E. approval *

SEAFORD UNION FREE SCHOOL DISTRICT
SEAFORD, NEW YORK

☐ APPROVED BY TRANSPORTATION

REQUEST FOR APPROVAL OF FIELD TRIP

BUILDING:		FUNDING:	
[X]	High School, 1575 Seamans Neck Road	Student Activity/Trust & Agency:	
[ ]	Middle School, 3940 Sunset Avenue	Budget:	
[ ]	Manor Elementary, 1590 Washington Avenue	Other:	
[ ]	Harbor Elementary, 3500 Bayview Street		
Date:	9/4/26	Requestor Name:	Romeo/Coniglio

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

DATE OF TRIP:	3/17/27	**Date of BOE Approval (If required):**	
DESTINATION:	St. Patrick's Day Parade in NYC		
Address:	West 45th Street		
Purpose Of Trip:	Marching Band Performance @ St. Patrick's Day Parade		
Teacher:	Romeo/Coniglio	**Periods Going on Trip:**	1-9
Grade Level/Group:	Marching Band		
Periods To Be Covered by Substitute:	2, 4,5, 6, 8	**Cost To Students (Itemize):**	n/a
Chaperones:	Romeo, Coniglio, Coacci, Dean, Krueger, Pascarella	**Security Needed:**	☒ Yes ☐ No 4 Security
No. Of Pupils:	130	**No. of Adults:**	10
Time Of Departure from School:	8:30 am		
Pick-Up Location:	☒ Front Of Building	☐ Main Parking Lot	☐ Wing A/B/C
Means Of Transportation:	☐ Bus	☐ R.R.	☒ Coach ☐ Other
Time Of Departure from Destination:	3:00 pm	**Time Of Return to School:**	4:30 pm
No. Of Buses:	4	**Cost Per Bus:**	**Total Cost for Buses:**
AED Device Required:	Yes or (No)	**If Yes:**	**Name of AED Cert. Individual:**
Establishment was contacted:	(Yes) or No	**Name of Contact:**	Joseph Bryant

APPROVALS

Department Chairperson (If Applicable)	Building Principal	Assistant Superintendent for Business
Date: 9/4/26	Date: 9/14/26	Date: 9/16/26

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

☐ Building Principal ☐ Curriculum ☐ Bus Company ☐ Transportation ☐ Security (when needed)

Revised Form June 2026 RLM/CTO/AS

SEAFORD UFSD – Obsolete Equipment Excess Form

School:

Requesting Staff Member:		
Joan Vitelli	Joan Vitelli	9/8/26
Print Name:	**Signature:**	**Date:**

Approved by:		
Jennifer Bisucca		9/9/26
Principal	**Signature**	**Date**
John Staffeh	John Staffeh	9/14/26
Assistant Superintendent	**Signature**	**Date**

Equipment Type	Model	Serial No.	Inventory #	Reason for Obsoletion
Imagine IM Centr	600137-3	N/A	N/A	Box read water
Kit (Grades) Box 2				damage
Note: Part of Mystery Science Pack				
Value	9,173.33			

BOE Approval Date: _____ 3-7-2022

CC: Treasurer