

AVERILL PARK CENTRAL SCHOOL DISTRICT
AGREEMENT FOR RELATED SERVICES

School District Contact:

Name: Camille Harrelson
Title: Director of Special Education
Phone: (518) 674-7044
Email Address: harrelsonc@apcsd.org

Vendor Contact:

Name: Michele Rose
Title: Preschool Leader
Phone: (518) 477-7103
Email: mrose919@nycap.rr.com

AGREEMENT this 31st day of August, 2020, by and between Averill Park Central School District, hereinafter referred to as “District”, with its principal business address at 146 Gettle Road, Averill Park, New York 12018, and Story Place Preschool, Inc., with a business address at 1477 South Schodack Road, Castleton, New York 12033, hereinafter referred to as “Vendor.” District and Vendor may hereinafter be collectively referred to as “the Parties.”

WHEREAS, the District desires to obtain certain services and activities as described below or in the attachment to this Agreement, hereinafter referred to as the “Scope of Work” or “Work,” which is attached hereto and made a part hereof, completed; and

WHEREAS, Vendor represents that they employ staff who are qualified, licensed, and/or certified to provide such services and to do such work and will maintain such qualification(s)/certification(s) during the term of this Agreement; and

WHEREAS, the parties have discussed and agreed on the following terms and conditions for such Agreement.

NOW, THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both parties, the parties hereto agree, by and between themselves as follows:

1. **Term:** The Vendor is hereby retained by District as an independent contractor. The terms of this agreement shall begin on September 14th, 2020 and terminate on June 30th, 2021. This agreement may be terminated prior to June 30th, 2021 by either party in the event the Student misses three consecutive therapy sessions or upon written notice from the District as described in Paragraph 12 below.

2. **Services:** Vendor shall perform the services and work (hereinafter “Work”) described in Appendix “A” for the District. All such services and Work being the responsibility of the Vendor. *[Or, in the alternative, set forth a description of the Work here.]*

3. **Qualifications:** Vendor employs staff who are qualified, licensed, and/or certified, to provide the services required by this Agreement and will maintain such certification(s)/qualification(s) during the term of this Agreement. Failure to do so will result in termination of this Agreement.

4. **Schedule:** Vendor is free to devote attention to the Work as the Vendor best determines in order to accomplish the objective of the Work and is not required to perform such Work during particular hours, on particular days or in a particular location, so long as the provision of related services adheres to the frequencies set forth in the Student's IEP.

5. **Fees and Charges:** Vendor's fees shall be the following: (1) Individual Speech-Language Therapy: \$50.00 per half-hour; (2) Individual Occupational Therapy: \$50.00 per half-hour; and (3) Individual Physical Therapy: \$50.00 per half-hour. The rate schedule will remain in effect for the term of the Agreement.

6. **Payment:** Vendor will bill the District monthly for its services in accordance with the rate schedule outlined in Paragraph 5. Vendor invoices shall detail the date, time, and provider name for each related service therapy session. All invoices should be sent to: Camille Harrelson, Director of Special Education, Averill Park Central School District, 146 Gettle Road, Averill Park, New York 12018. Payments shall be made within thirty (30) days of receipt of a properly detailed invoice for Work properly performed.

7. **Independent Contractor:** Vendor is an independent contractor and neither the Vendor nor any of its employees, subcontractors, or agents are employees of the District. The Vendor and any of its employees, subcontractors, or agents are not entitled to participate in any benefit plan afforded to the employees of District, Worker's Compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of District. Vendor is responsible for payment of taxes due for payments under this Agreement.

8. **Records:** The Vendor shall observe all applicable Federal and New York State requirements relating to the confidentiality of records and information provided to the Vendor by the District, including but not limited to, student records. All records generated by the Vendor as a result of rendering services under this Agreement shall be the property of the District and maintained in District files. The Vendor may maintain duplicate records for its purpose consistent with any confidentiality requirements.

9. **Assignment:** The Vendor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement and its obligations thereunder without the prior written consent of the District.

10. **Insurance** - Vendor shall obtain and maintain, during the term of this Agreement or any extension or renewal thereof, professional liability insurance, which shall include coverage for employment practices, on an occurrence basis, in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Vendor shall provide proof of such insurance to the District upon request.

11. **Indemnification:** The Vendor shall defend, indemnify and save harmless the District, its employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Vendor, its employees or agents. The District shall defend, indemnify, and save harmless the Vendor from and against all claims, damages, losses,

and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the District, its employees or agents.

12. **Termination:** This Agreement shall terminate upon the satisfactory provision of related services by June 30th, 2021. The Parties reserve the right to terminate this Agreement upon failure by either party to meet the terms and conditions set forth herein. The District has the right to terminate this Agreement at any time, with or without cause, upon seven (7) days written notice to the Vendor.

13. **Non-Discrimination Clause:** The Vendor agrees that neither it, nor any of its subcontractors, or agents, shall violate any Federal or New York State laws regarding discrimination in employment.

14. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the law of the State of New York. Any action by either party related to this Agreement shall be commenced in New York State Supreme Court for the County of Rensselaer.

15. **Modification:** This Agreement shall not be altered or otherwise amended without a writing signed by both parties.

16. **Board Approval:** This Agreement is subject to the approval of the Board of Education of the District.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

Date: _____ By: _____
President, Board of Education

Date: 9/1/2020 By: Carol Altoughes
Vendor Executive Director
Story Place Preschool, Inc.

APPENDIX A

Services: If not defined in Section #2, the Vendor shall perform the services and work (hereinafter "Work") for the District as described below. All such services and Work are to be performed as the responsibility of the Vendor.

The Vendor will provide the Student, T.C., the related services recommended in the Student's IEP, including: (1) Individual Speech-Language Therapy; (2) Individual Occupational Therapy; and (3) Individual Physical Therapy.

The related service providers (or qualified representative) working with Student shall attend all Committee on Special Education meetings for that Student. Each academic quarter, the Vendor will provide the District with reports regarding the Student's progress towards achieving IEP goals in domains such as speech-language and motor skills. Written progress reports shall be submitted to the District at least one (1) week prior to the Student's annual review CSE meeting.

In the event that the District or Vendor implements a remote instructional model during the COVID-19 state emergency, then Vendor may provide the Student with teletherapy services.