

**DRAFT**

**ANNUAL REORGANIZATIONAL MEETING**

July 7, 2022

7:00 PM in the School Cafeteria

- I. QUORUM CHECK
- II. CALL TO ORDER BY DISTRICT CLERK
- III. PLEDGE OF ALLEGIANCE
- IV. ADMINISTER OATH OF OFFICE

Board Member – Erin Seeley

V. ORGANIZATION OF THE BOARD

- A. ELECTION OF OFFICERS FOR 2022-2023
  - 1. President - Nominations and Election
  - 2. Vice President - Nominations and Election
- B. ADMINISTER OATH OF OFFICE
  - 1. President
  - 2. Vice President
- C. BOARD APPOINTMENTS
  - 1. District Clerk -Laura Carson
  - 2. District Treasurer/School Business Official – Denise Wist
  - 3. Tax Collector – Ginger Thayer
  - 4. Purchasing Agent –Ginger Thayer
  - 5. Board Secretary -Laura Carson
  - 6. Auditor – Bonadio Group
  - 7. Claims Auditor – Shannon Rockwell
  - 8. Asbestos (LEA) Designee –Record Retention Officer, David Mayton
  - 9. Attendance Officer – Rebecca Meehan
  - 10. Chief Information Officer – Angeline Conte
  - 11. Records Access/Management Officer –Laura Carson
  - 12. District Attorney – Girvin and Ferlazzo, PC
  - 13. Central Treasurer, Extra Classroom Activities Account – Ginger Thayer
  - 14. Comptroller, Extra Classroom Activities Account – Kevin Keane
  - 15. Insurance Adviser - Timothy Parsons (NYSIR)
  - 16. Director of School Health Services – Dr. Sellers and Elletta Horth, NP /Community Health Center, Cherry Valley
  - 17. Catskill Area School’s Employee Benefit Plan Designee to Board of Directors – TheriJo Snyder and the District’s interim designee – Denise Wist
  - 18. Community Contact for Drug and Alcohol Use - Rebecca Meehan
  - 19. Data Privacy Officer - TheriJo Snyder
- D. ADMINISTER OATH OF OFFICE
  - 1. Clerk -Laura Carson
  - 2. Superintendent- TheriJo Snyder

VI. DESIGNATIONS

A. BANK DEPOSITORIES

NBT - Cherry Valley

B. OFFICIAL NEWSPAPER FOR LEGAL NOTICES

The Daily Star, Oneonta and/or the Cooperstown Crier and/or the School website

[www.cvscs.org](http://www.cvscs.org)

C. REGULAR MEETING DAY

Set Meeting Schedule

D. MEDICAL FACILITY

Community Health Center, Cherry Valley

E. PRESIDENT TO APPOINT COMMITTEES (Note – Audit Committee whole Board)

VII. OTHER BOARD BUSINESS

A. Petty Cash

1. District Office - \$100

2. Main Office - \$100

B. Authorize Superintendent to make budget transfers (\$2,000 limit)

C. Authorize Superintendent to approve attendance at conferences

D. Authorize Superintendent to certify payroll

E. Authorize Bonding in amounts of Tax Collector = \$1,000,000, Treasurer = \$1,000,000, Other Employees = \$100,000/employee and Courier(inside/outside) = \$25,000/employee to be included in Insurance Package

F. Re-adopt all policies in effect as of the end of the 2021-2022 school year

G. Establish mileage reimbursement rate – \$.01.1/2 below IRS

H. Approve Title I and Title II Committee for 2022-2023

Heather Benson

Erin Seales

Kathleen Urban

Rachel Wright

Tracy Lowry

Tom Garretson

PJ Johnson

Angeline Conte

Eleanor VanSpanje

Diane Kroon

Michelle Gage

Kaitlin Bullinger

Stephanie Weaver

Jordan Rhodes

I. Appoint Committee on Special Education

Bonnie Georgi, Chairperson/Special Education Coordinator & School Psychologist

Special Education Teacher

Child's Teacher

Child's Parent

Student, if appropriate

Physician Member – upon request

Parent Member – upon request

Laura Buck, Parent Member



S. ESTABLISH PAY RATE FOR SUBSTITUTE TEACHERS AND SUBSTITUTE BUS DRIVERS

Non-Certified - \$95.00/day

Non-certified after 60 days of service - \$100.00/day

Certified - \$100.00/day

Certified after 60 days of service - \$105.00/day

Substitute Bus Driver - \$21.70/hour

Substitute Nurse - \$26.00/hour

Licensed Teacher and Teacher Aide Substitute - Minimum Wage

T. SUPERINTENDENT AUTHORITY

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby grant approval of the Superintendent to appoint employees on a temporary basis with the understanding that the Board of Education will make the final determination at the next subsequent Board of Education meeting.

U. Approve Federal Community Eligibility Provision (CEP)

VIII. REGULAR MONTHLY BOARD OF EDUCATION BUSINESS

A. SPECIAL PRESENTATIONS - Community Service, Student Representative, Administration & Board Committee Reports

B. ADDITIONS TO AGENDA

C. CORRESPONDENCE RECEIVED

D. SUPERINTENDENT'S REPORT

E. RECOGNITION OF VISITORS

IX. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

X. CONSENT AGENDA ITEMS – Consider motion to approve consent agenda items to include RESOLUTIONS 1-7-2022 through 22-7-2022

A. RESOLUTION 1-7-2022

APPROVAL OF MINUTES – June 16, 2022

B. LUNCH AND BREAKFAST PROGRAM

RESOLUTION 2-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, responsible for administration of one or more schools referred to as the school food authority (SFA), hereby agrees to enter into an agreement to participate in the National School Lunch Program and School Breakfast Program, and accepts responsibility for providing free and reduced price meals and/or free milk to eligible children in the schools under its jurisdiction. The SFA further assures that the school will uniformly implement the required policy with respect to determining the eligibility of children for free and reduced price meals. The following prices will be effective September 1, 2022: Breakfast – 1.25, Lunch – 3.00 (Adult – 4.25), Milk – .50 (Adult - .50), Snack Milk & Juice - .50.

C. SERVICE PROVIDER AGREEMENTS

RESOLUTION 3-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Agreement from September 1, 2022 through June 30, 2023 with the following Provider: Complete Occupational Therapy, Physical Therapy, Speech Language Pathology Services PLLC as per Attachment X C.

RESOLUTION 4-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Agreement from July 1, 2022 through June 30, 2023 with the following Provider: Achievements, PLLC as per Attachment X C 1.

RESOLUTION 5-7-2021

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Agreement from July 1, 2022 through June 30, 2023 with the following Provider: Donna Amberman, Certified School Psychologist, as per Attachment X C 1a.

D. OPPORTUNITIES FOR OTSEGO, INC.

RESOLUTION 6-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve the Space Usage Agreement with Opportunities for Otsego, Inc. effective August 1, 2022 as per Attachment X D.

RESOLUTION 7-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does thereby approve the Collaboration Agreement with Opportunities for Otsego, Inc. for the 2022-2023 and 2023-2024 school years as per Attachment X D 1.

E. EXTERNSHIP AGREEMENT WITH UTICA COLLEGE

RESOLUTION 8-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve the Externship Agreement with Utica College for the 2022-2023 school year as per Attachment III E.

F. LAND LICENSE AGREEMENT

RESOLUTION 9-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve the Land License Agreement as per Attachment X F.

**G. LEAD EVALUATORS/EVALUATORS**

**RESOLUTION 10-7-2022**

The Superintendent provided the Board with information showing that Kevin Keane, Rachel Wright and Bonnie Georgi have completed New York State Education Department Training as lead evaluators/evaluators for purposes of Education Law section 3012-d and the District's Annual Professional Performance Review Plan;

Therefore it is

**RESOLVED**, Kevin Keane, Rachel Wright and Bonnie Georgi are hereby certified as lead evaluators/evaluators for purposes of Education Law section 3012-d and the District's Annual Professional Performance Review Plan.

**H. PERSONNEL**

**RESOLUTION 11-7-2022**

**RESOLVED**, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the resignation of Cassandra Prime as a full-time food service worker effective August 31, 2022.

**RESOLUTION 12-7-2022**

**RESOLVED**, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Cassandra Prime to a probationary position as a Senior Cook & Assistant Cook Manager effective August 31, 2022 through March 1, 2023.

**RESOLUTION 13-7-2022**

**RESOLVED**, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Shelbi Kinsley-Tracy to a probationary position as a Food Service Worker effective August 31, 2022 through March 1, 2023.

**RESOLUTION 14-7-2022**

**RESOLVED**, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Lori Miller as a part-time Occupational Therapist for the 2022-2023 school year.

**RESOLUTION 15-7-2022**

**RESOLVED**, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Ashlee Cornelia to a position as a Licensed Teacher Assistant for a probationary period effective April 22, 2022 through April 21, 2026.

**RESOLUTION 16-7-2022**

**RESOLVED**, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Rachel Wright and Kevin Keane as the Dignity for All Students Act co-coordinators for the 2022-2023 school year.

**RESOLUTION 17-7-2022**

**RESOLVED**, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint PJ Johnson to the position as the Continuing Education Coordinator for the 2022-2023 school year.

RESOLUTION 18-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following 2022 Summer Program workers: Bobbie Ann Templin and Brittany Weaver

RESOLUTION 19-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following Extracurricular assignments for the 2022-2023 school year:

Tutors - Jennifer Hanson, Somer Timerman & Kathleen Urban  
Chaperone for Dances and Concerts - Kenneth Whiteman  
Girls Varsity Basketball - Kelly Taggart      Girls JV Basketball - Carol McGovern  
Boys Varsity Basketball - Michael King      Boys Modified Basketball - Michael Fassett  
Boys Varsity Baseball - William Carpenter      Girls Varsity Softball - David Bliss  
Boys Varsity Track - Danielle Connors      Girls Varsity Track - Joslyn Mabie

RESOLUTION 20-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following After School Program assignments for the 2022-2023 school year:

Activity Leaders - Tammie Waterman, Deb Whiteman, Connie Dingman  
Coordinator Substitute - Deb Whiteman

RESOLUTION 21-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the following as Support Staff Substitutes for the 2022-2023 school year:

Terence Brant Savannah Duncan Lisa Gerdin Amy Graig Holly Kehoe Hilary Lusk  
Britany Weaver

RESOLUTION 22-7-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the following as Substitute Teachers for the 2022-2023 school year:

Terence Brant Savannah Duncan Amy Graig Hilary Lusk Janet McCarty Lori Shuster  
Charles Strange Brittany Weaver

XI. NEW BUSINESS

XII. OLD BUSINESS

XIII. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

- Matters leading to the employment of particular individual(s)
- Employment history of particular individual(s) or corporation(s)

XIV. ADJOURNMENT





## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made and entered into this 1 day of September, 2022, by and between **Cherry Valley Springfield Central School District**, whose mailing address is **Route 54, Cherry Valley, New York 13320** (“Facility”), and **COMPLETE OCCUPATIONAL THERAPY, PHYSICAL THERAPY, SPEECH LANGUAGE PATHOLOGY SERVICES PLLC** (“Agency”).

### RECITALS:

**WHEREAS**, Agency provides rehabilitation staffing referral services to long-term care and skilled healthcare facilities for the care of sick, afflicted, and injured persons;

**WHEREAS**, Agency employs or contracts with one or more health care practitioners, including but not limited to physical therapists, physical therapy assistants, occupational therapists, occupational therapy assistants, and speech-language pathologists (collectively “Practitioners”) to provide therapy services at such facilities;

**WHEREAS**, all Practitioners are licensed in the State of New York and practice under the regulations set forth by the New York State Department of Education; and

**WHEREAS**, Facility desires to retain the services of Agency to provide Practitioners for the performance of professional services at Facility (“Professional Services”), and Agency desires to provide Practitioners to perform such services at Facility as hereinafter set forth.

### AGREEMENT:

**Now, therefore**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

**1. Responsibilities of Agency.** Agency shall arrange for the provision of the Professional Services of those types of Practitioners listed on Exhibit A attached hereto to patients of the Facility, upon request by the Facility. Agency shall also provide the following services to Facility relating to the Practitioners:

**(a) Screen** the Practitioners to determine whether they are qualified to perform Professional Services, and obtain documentation for the Facility, in accordance with the requirements established by the Facility, provided that the Facility has the ultimate right to accept or reject any Practitioner.

Agency shall verify that each Practitioner is licensed to practice in the State of New York and meets all the qualifications for clinical privileges to practice at the Facility.

**(b) Act** as a liaison between the Facility and any independent contractor Practitioners (“IC Practitioners”);

**(c) Replacements.** In the event that any Practitioner ceases to provide services at the Facility for any reason, Agency shall use its best efforts to locate a replacement Practitioner.

**(d) Standards of Practice.** Agency shall only provide Practitioners who agree to perform all services in accordance with (i) accepted standards of practice; (ii) all policies, rules, regulations, and bylaws of the Facility (except for those that are applicable to employees only); (iii) all applicable provisions of law and other rules and regulations of any and all governmental authorities; and (iv) all standards of The Joint Commission.

**(f)** Agency shall confirm that each Practitioner will serve all patients/residents regardless of sex, race, sexual preference, age, creed, national origin, disabled or ability to pay.

**2. Responsibilities of Facility.** Facility shall establish the general objectives as well as the administrative guidelines necessary for the performance of Professional Services by Practitioners, including but not be limited to, hours and days of work, and notice requirements related to Practitioner absence or discontinuation. Facility's quality assurance program members shall evaluate the quality of Professional Services and report the results of such evaluations to Facility's governing body.

**3. Payment for Services.** Each Practitioner shall submit a timesheet to the Facility at which the service was rendered, and the Facility's authorized designee shall sign the time sheet. Agency shall invoice the Facility for all such Professional Services. Fees are subject to change annually, commencing on the one-year anniversary date of this Agreement and upon each subsequent anniversary date thereafter during the term of this Agreement. The pricing set out in "Exhibit A" shall be adjusted on each such date by the increase in the national consumer price index issued by the United States Government Bureau of Labor Statistics for all Urban Consumers, medical care, for the United States of America, for the twelve-month period ending in the month in which such calculation is made. Agency shall notify the Facility of an adjustment on or about the contract effective date in each succeeding year, unless the Facility gives written notice of termination prior to the effective date of the change pursuant to this Agreement, in which case the prior fees will remain in effect during the ninety (90) day termination period.

#### **4. Payment.**

**(a)** All amounts due hereunder shall be paid within thirty (30) days of the invoice for services rendered. A fee of 0.75 percent (0.75%) per month shall be charged for delinquent payments. Should the Facility dispute any portion of an invoice, it must notify Agency of such dispute in writing within 15 days after the invoice date. Failure to notify Agency within this 15 day period shall be deemed an agreement by Facility to pay Agency in full for the invoice. Further, since Agency renders payment to IC Practitioners on behalf of the Facility, the Facility shall provide Agency with all the required documentation on which the Facility has based its dispute of the invoice. Such documentation shall be presented to Agency within 20 days after the date of invoice. In no case shall an adjustment be made by the Facility without such documentation, unless agreed to in writing by Agency.

(b) In the event that either party initiates a lawsuit or arbitration to enforce the terms of this Agreement, the prevailing party in such proceeding (including any appeals) shall be entitled to recover its reasonable attorneys' fees and costs.

**5. Insurance.** Agency and Facility shall maintain at all times during the term of this Agreement professional liability insurance and general liability insurance in the amounts customarily carried by providers of services in the community where Facility is located. Upon request of the other party, the non-requesting party shall provide a copy of its insurance policy or a certificate of insurance evidencing such coverage. Agency shall verify that each IC Practitioner is covered by insurance insuring such Practitioner against liability for rendering or failing to render Professional Services.

**6. Relationship of Parties.** The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.

**7. Status of Practitioners.**

(a) No Practitioner rendering services to patients of Facility under this Agreement shall be considered an employee of the Facility.

(b) It is understood and agreed that IC Practitioners shall be responsible for payment of their own federal, state and local income taxes and employments taxes, and benefits, including, but not limited to, unemployment, workers compensation, and disability insurance. Neither Facility nor Agency shall be responsible for any fringe benefits, costs or expenses for such Practitioners. Neither Facility nor Agency will be in any way liable for any wages, federal, state and withholding tax requirements for any such Practitioner or for compliance with applicable disability insurance, social security and unemployment insurance laws for any such Practitioner.

(c) Agency shall pay all wages of the Practitioners that it employs ("Employee Practitioners"), and shall provide all benefits required with respect to such Practitioners. Agency shall pay all federal, state and municipal taxes with respect to Employee Practitioners, including federal social security, workers compensation and state unemployment compensation taxes.

**8. Health Information Portability and Accountability Act.** Agency and Facility are covered entities as defined in the 1996 Health Information Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder, and as such shall comply with all applicable aspects of HIPAA and will treat all protected health information in accordance with the provisions of HIPAA.

**9. Non-Solicitation.** Facility recognizes the time and expense necessary for Agency to recruit and train the Practitioners and Agency's legitimate business interest in protecting this investment. Accordingly, during the term of this Agreement and for a period of (1) one year following the termination of this Agreement for any reason whatsoever, Facility and its affiliates

shall not, directly or indirectly, for Facility or on behalf of any other person or business entity: (a) solicit, recruit, entice, or persuade any IC Practitioner or Employee Practitioner to leave the employ of Agency or to contract with Facility or any third party; or (b) employ or use as an independent contractor any individual who was employed or utilized as a contractor by Agency at any time during the 12 months prior to such proposed employment or contracting. "Indirectly employ" shall include, but not be limited to, Facility contracting with or receiving services from another provider who employs or contracts with any person who was employed by or contracted with Agency and provided Professional Services to Facility within the previous 12 months.

**10. Practitioner Conversion Fee.** Notwithstanding Section 9, should Facility wish to convert an Agency IC Practitioner or Employee Practitioner onto its Facility staff within (1) one year after the last assignment that such Practitioner worked at Facility through Agency, Facility shall pay Agency a conversion fee of \$20,000 per converted Practitioner.

**11. Confidential Information.** For purposes of this Agreement, the term "Confidential Information" shall include any information pertaining to the business of the Facility or Agency or any parent, subsidiary, or affiliate of Facility or Agency that is not readily available through the public domain, including this Agreement and all exhibits, documents and information related to this Agreement. The parties agree and acknowledge that Confidential Information of the other is or may be disclosed to them and that it constitutes valuable business information developed at great expenditure of time, effort and money. Agency and Facility shall not, either during the term of this Agreement or thereafter, use Confidential Information for any purpose other than the performance of such party's duties under this Agreement. Agency agrees to keep strictly confidential and hold in trust all Confidential Information and agrees not to disclose or reveal such information to any third party without the express prior written consent of the party to which the information relates, provided that Agency may release such information (i) to its legal and financial advisors if they agree to keep such information confidential, (ii) to enforce the performance of this Agreement or to defend any claim relating to this Agreement, or (iii) to the extent required by law.

**(a) Confidential Information.** Agency agrees that it shall provide in any agreement it has with IC Practitioners that such Practitioners shall comply with the foregoing terms regarding confidentiality.

**(b) Remedies.** The parties recognize and acknowledge that the restrictions and limitations on their activities contained herein are required for the parties' reasonable protection. In the event of a breach of the covenants contained in this Section 11, the non-breaching shall be entitled, if it so elects, to (i) institute and prosecute proceedings at law or in equity to obtain damages with respect to such breach, and/or (ii) enforce the specific performance of these covenants, and/or (iii) enjoin the offending party from engaging in any activity in violation of this Agreement, whether threatened or actual, without proving actual damages and without posting bond or other security.

**12. Terms and Termination.** Except as otherwise stated herein, this Agreement shall continue in effect until terminated pursuant to this Section. Either party may terminate this Agreement without cause effective at any time by giving the other party written notice at least ninety (90) days prior to the effective date of termination. Either party may terminate this

Agreement immediately at any time by giving written notice of termination to the other party if the other party materially breaches this Agreement and fails to cure such breach within fourteen (14) days after the non-breaching party notifies the breaching party of such default in writing, which notice specifies the nature of the breach in reasonable detail. Notwithstanding anything to the contrary in the foregoing, Agency may terminate this Agreement immediately if Facility fails to pay Agency any fee, expense or other sum of money when due. Further, upon any termination or the expiration of this Agreement, all sums due Agency shall be remitted by Facility to Agency within 30 days after such termination or expiration.

**13. Legal Developments.** This Agreement shall terminate immediately upon either party giving written notice to the other party in the event that counsel for such party determines in good faith that the execution and delivery or performance of this Agreement by such party, or the performance by such party of any material provision hereof, or any matter contemplated hereby, either separately or in conjunction with other activities by such party, creates a substantial risk of such party being deemed in violation of any legal or regulatory requirement applicable to such party as such requirement is interpreted by any agency or instrumentally of federal, state or local government charged with enforcement of such requirement; provided, however, that if such determination applies only to certain provisions of this Agreement, such determination shall not affect the duty of the parties to perform the remaining provisions of this Agreement unless the failure to perform the affected provisions would defeat the essential purposes of this Agreement.

**14. Indemnification.**

**(a)** Facility shall indemnify and hold harmless Agency against any and all claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, incurred by Agency in defending or compromising actions brought against Agency arising out of or related to the acts or omissions of Facility or its employees in connection with Agency's provision of services under this Agreement or Facility's performance of its duties under this Agreement.

**(b)** Agency shall indemnify and hold harmless Facility from and against any and all claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, incurred by Facility in defending or compromising actions brought against Facility, its officers, directors, employees, or agents, arising out of or related to the acts or omissions of Agency, Practitioners, or Agency's employees, agents, or contractors in connection with the provision of the Professional Services or the performance of duties by Agency pursuant to this Agreement.

**15. Miscellaneous**

**(a) Entire Agreement.** This Agreement and the exhibits attached hereto contain the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior written or oral statements made with respect hereto.

**(b) Amendments.** This Agreement may be amended at any time and from time to time, but only by a written instrument executed by both parties hereto.

**(c) Governing Law; Severability.** This agreement shall be construed and enforced pursuant to the laws of the State of New York. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

**(d) Assignment.** Except as provided to the contrary in this Agreement, the rights and obligations of the parties hereunder may not be assigned or delegated without the prior written consent of the other party.

**(e) Effective Date.** This Agreement shall be effective for all purposes as of September 1, 2022.

**(f) Waivers.** No failure or delay to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No single or partial exercise of any right, power or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies specified in this Agreement are not exclusive of any rights or remedies that the parties would otherwise have.

**(g) Notices.** All notices, consents, statements, requests and demands required or permitted hereunder shall be in writing and shall be deemed to have been properly given to a party if and when delivered personally or mailed postage prepaid to the party at the address set forth below, or at such other address as the party may have designated by written notice to the other party given in accordance with this Section.

If to Agency: Complete OT/PT/SLP Services PLLC  
PO Box 746  
Greenville, New York 12083

If to Facility: Cherry Valley Springfield Central School District  
Route 54  
Cherry Valley, New York 13320  
Attn:

**(h) Access to Records.** To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Agency carries out the duties of the Agreement through a subcontract worth \$10,000 or more over a 12 month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

**(i) Survival of Warranties.** All representations and warranties made by Facility herein shall survive the termination of this Agreement.

**(j) Headings.** The paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**(k) Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

**(l) Administrative Services of Agency.** By executing this Agreement, Facility acknowledges and consents to the fact that Agency may contract with third-party administrators from time-to-time to administer the non-clinical aspects of Agency's business.

**(m) Representation by Legal Counsel.** Both parties acknowledge and agree that each party has had the benefit of competent, independent legal counsel and other advisors, and that each party has had an equal right to negotiate the terms and participate in the drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**(n) Certification.** Facility represents and warrants to Agency that neither it nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Medicare or Medicaid programs or this Agreement by any federal department or agency or by the state. Facility shall notify Agency immediately if this representation and warranty becomes untrue for any period of time during the term of this Agreement.

The Agency represents and warrants to the Facility that neither it nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Medicare or Medicaid programs or this Agreement by any federal department or agency or by the state. Agency shall notify the Facility immediately if this representation and warranty becomes untrue for any period of time during the term of this agreement.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties execute this Agreement as of the date first written above.

**FACILITY:**

Cherry Valley Springfield Central School District

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENCY:**

**COMPLETE OT/PT/SLP SERVICES PLLC**

By: \_\_\_\_\_

Name: Jack Prayto

**EXHIBIT A**

**LIST OF PRACTITIONER SERVICES AND FEES**

**Sept 2020-June 2021**

Physical Therapy	\$70.00 per 30 minute treatment
Physical Therapy assistant ( indirect or meeting time)	\$45.00 per hour





Agreement between:

**Cherry Valley-Springfield School District**  
 597 County Highway 54  
 Cherry Valley, NY 13320

and:

**Achievements, PLLC**  
 623 New Loudon Road  
 Latham, NY 12110

Date:

July 1, 2022 - June 30, 2023

Achievements, PLLC agrees to provide:

- During the 2022/2023 school year, Achievements will provide Vision Services (TVI) in accordance with each child's Individual Education Plan (IEP) unless otherwise agreed upon by both parties

Terms of Agreement:

- Services will be provided by a NYS certified Vision Specialist
- Provider will adhere to Cherry Valley-Springfield SD documentation procedures and follow NYSED mandated protocol
- Provider will remain an employee of Achievements, PLLC thereby relieving Cherry Valley-Springfield SD of employer/employee obligations such as, but not solely inclusive of, taxes, Workers Comp, NYS Disability & mandated benefits

Terms of Reimbursement:

\*virtual

Service	Rate	Rate	Misc
TVI*	\$155/hour (31-60 minutes)	\$115/session (0-30 minutes)	Service or Consult
CVI Range*	\$155/hour (31-60 minutes)	\$115/session (0-30 minutes)	Consult
Wilson Reading*	\$150/hour (30-60 minutes)		Service, Meetings, Consults
Team/IEP Meetings	\$155/hour		
Quarterly Reports*	\$100/child		
Evals/ReEvals*	\$1200/child		
Training/Prep*	\$125/hour		
Onsite requests	\$100/trip		

- Cherry Valley-Springfield SD CSD will be invoiced per IEP approved service. Teacher (TVI) cancelations not billable.
- Included in rate:
  - Indirect services per IEP
  - Session notes (if applicable)
- Not included:
  - Additional meetings requested by Cherry Valley-Springfield SD or client (billed at \$90/half hour; \$120/hour)
  - Services/requests made outside the IEP approved services

Termination:

- Agreement will terminate:
  - On IEP end date
  - Upon written notice (mail or email) given to either party.

Confidentiality:

Policies and procedures for confidentiality should apply throughout the stages of collection, storage, disclosure, and destruction of records; including electronic records.

- Achievements, PLLC agrees to fully comply with all federal, state, and local statutes and regulations that govern privacy and confidentiality of student records and information. Achievements, PLLC also agrees to refrain from re-disclosing or using for any purpose, other than the performance of its duties hereunder, any student information or records obtained in furtherance of its duties hereunder.
- All individuals employed by Achievements, PLLC are responsible for ensuring the confidentiality of personally identifiable information in records, including electronic records.
- All records containing personally identifiable information must be maintained in secure locations, including when records are disposed of, stored off-site and during retrieval. Records transported must be secured and confidentiality maintained when in the possession of staff off-site.
- Records that require disposal must be shredded.
- Only individuals who collect or use information for the *express purposes of facilitating the child/family's participation in the child's Program* are authorized to routinely access the child's record.
- Individuals authorized to routinely access records must be informed about, and required to adhere to, the confidentiality policies and procedures and must adhere to requirements that protect records containing sensitive information.
- Because the Medicaid status of children is unknown to providers, Medicaid requirements must be adhered to, including preparing and maintaining contemporaneous records.

Non-Solicitation:

- Achievements, PLLC acknowledges that any caseload to whom we may render services during the course of this Agreement, regardless of the manner in which they first came to Achievements, PLLC for services, are the caseload of Cherry Valley-Springfield SD. Achievements, PLLC shall not acquire proprietary, ownership or other right in or to such caseload and in the goodwill associated with them. Achievements, PLLC further agrees that, upon termination of this Agreement, Achievements, PLLC shall not solicit any such caseload and that such caseload shall remain the caseload of Cherry Valley-Springfield SD. In the same manner, while under the guidelines of this Agreement, the provider is an employee of Achievements, PLLC and shall remain so. Cherry Valley-Springfield SD agrees to honor the relationship and agrees not to solicit the employee in any manner while this Agreement is in effect, and for one year thereafter.

\_\_\_\_\_  
Cherry Valley-Springfield SD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Achievements, PLLC

\_\_\_\_\_  
Date

DONNA B. AMBERMAN  
CERTIFIED SCHOOL PSYCHOLOGIST  
LICENSED MENTAL HEALTH COUNSELOR


PO BOX 975  
MIDDLEBURGH, NY 12122  
518-487-0963  
donnaamberman@gmail.com



This agreement is entered into as of July 1, 2022 between the Cherry Valley Springfield Central School District (hereafter, 'the District') and Donna B. Amberman (hereafter, "Ms Amberman").

1. Independent Contractor. Subject to the terms and conditions of this agreement, the District hereby engages Ms Amberman as an independent contractor to perform school psychological services set forth herein, and Ms Amberman hereby accepts such engagement.
2. Services Performed by the Contractor.
  - a. Completion of routine re-evaluations for the CSE at a per student rate of \$350 plus any additional fee for specialized components at a rate of \$50 per component.
  - b. Completion of initial evaluations at a per student rate of \$350 plus any additional fee for specialized components at a rate of \$50 per component.
  - c. Per diem services as requested by the district at a rate of \$325, or an hourly rate of \$50/hr.
3. Term. This engagement shall commence on July 1, 2022 and shall continue in full force and effect through June 30, 2023.
4. Insurance. Ms Amberman will provide the district with evidence of professional liability insurance.
5. Benefits. Ms Amberman will not be entitled to any benefits through the District, including but not limited to insurance, leave days or retirement benefits.
6. Billing. Ms Amberman will provide the district with itemized bills for services provided and the district will complete payment of those bills on receipt.
7. Entire Understanding. This document constitutes the entire understanding and agreement of the District and Ms Amberman, and supersedes all prior understandings, agreements and documentation relating to the subject matter. Any modifications to the Agreement must be in writing and signed by both parties, with 30 days notice.

  
Donna B. Amberman

  
Superintendent



## SPACE USAGE AGREEMENT

An agreement made effective as of August 1, 2022 between the Cherry Valley Springfield Central School (CVSCS), 597 County Highway 54, Cherry Valley, NY 13320 and Opportunities for Otsego, Inc. (OFO) with offices at 3 West Broadway, Oneonta, NY 13820. Whereas the Board of Cherry Valley Springfield Central School is offering space located at Cherry Valley Springfield Central School, the purposes during the term of this agreement and whereas the use of such facilities will support the mission of Opportunities for Otsego, Inc., including the provision of day care services to members of the community. Now therefore, it is agreed as follows:

1. CVSCS hereby permits OFO and OFO hereby agrees to use the CVSCS premises located within Cherry Valley Springfield Central School in Cherry Valley, New York known as a classroom and access to the playground area for a term commencing August 1, 2022 and ending July 31, 2023. OFO may on 60 days notice to CVSCS renew this agreement for a period of one year ending July 31, 2024. Unless sooner termination by either party in accordance with the provisions hereof, this agreement shall remain effective for the term set forth. This agreement may be terminated as set forth below.

Termination for Convenience. Either party may request a termination for convenience upon sixty (60) days prior written notice to the other party. CVSCS will be entitled to receive compensation for services performed in accordance with conditions set forth herein through the date of termination. However, OFO shall not be liable for any expenses incurred by the CVSCS after the effective date of termination of the agreement.

Termination for Lack of Funding. OFO may immediately terminate this agreement if for any reason the funding party fails to provide OFO funds pursuant to which this agreement is funded.

Termination Due to Relationship Change. OFO reserves the right to unilaterally terminate this agreement upon thirty (30) days written notice to the CVSCS in the event that federal, state, or municipal regulations, guidelines, contracts or agreements of understanding, governing OFO's operations, necessitates an organizational or other change which precludes OFO from continuing a financial or other contractual relationship with CVSCS.

Rights of OFO upon Breach by CVSCS. Upon identifying a breach of this agreement by CVSCS, OFO may, at its option, (i) terminate the agreement immediately by sending written notice thereof to CVSCS; (ii) suspend the agreement immediately by sending written notice thereof to CVSCS; (iii) suspend payments to CVSCS hereunder immediately by sending written notice thereof to CVSCS while permitting the Services to continue. In any such



event, the notice to CVSCS will set forth specific concerns of OFO that led to the termination or suspension.

The following shall constitute a breach of this agreement by CVSCS:

- 1) failure to comply with any of the provisions contained in this agreement or any Amendment hereto;
- 2) failure to perform in whole or in part under the agreement or failure to make sufficient progress so as to endanger performance of CVSCS's Services;
- 3) failure to comply with the effective regulations overseeing the operation of the program under which this agreement is funded or any Amendment hereto;
- 4) failure to take corrective action as described herein; or
- 5) any action or inaction that, in the opinion of the OFO jeopardized the program or the funds made available under this agreement.

Effective Notice of Termination. Upon receipt of notice of termination from OFO, CVSCS shall immediately cease providing services under this agreement. In addition, CVSCS shall not be entitled to any further payment from OFO after the earlier of the date on which CVSCS received notice of any suspension or the date on which CVSCS received notice of termination.

2. The premises should be occupied and used by OFO in support of OFO's non-profit mission including the provision of day care.
3. For the period September 2022 to June 2023 the OFO shall reimburse the CVSCS \$750.00 for utilities. If the agreement is renewed an additional \$750.00 for utilities will be paid for the period September 2023 to June 2024. No rent will be charged or paid.
4. OFO shall provide liability insurance coverage naming the CVSCS as an additional named insured for damages due to bodily injury of \$300,000.00 and for property damage of \$100,000.00 single limit aggregate coverage. OFO does hereby agree to hold CVSCS harmless for any damages resulting from the use of the premises by the CVSCS or any person connected with the Opportunities for Otsego, Inc. Head Start.
5. CVSCS shall pay all charges for grounds maintenance, gas, electricity, light, heat, power, and phone/internet services necessary to permit occupancy of the premises by OFO. CVSCS shall provide routine cleaning, maintenance and snow removal and services necessary for the operation of the premises. CVSCS will not provide to OFO or to OFO's clients any nursing, administrative or any other service of any kind or nature not specified in this agreement.
6. OFO shall not make any improvements to the property described without the prior written consent of CVSCS. OFO agrees to compensate CVSCS for any damages and all damages shall be reported within 24 hours. OFO hereby agrees to maintain the






property of CVSCS used by OFO and make minor necessary repairs resulting from the use thereof and the personal property of the CVSCS located in the premises.

7. CVSCS shall be responsible for all structural repairs to the Building, except for those caused by the act or neglect of OFO, which shall be OFO's responsibility. CVSCS shall also repair at its cost all mechanical, electrical, and plumbing systems serving the Building.
8. OFO shall have access to the property during normal hours of operation Monday through Friday and at such other hours and days as may be agreed upon by OFO and CVSCS.
9. CVSCS will voucher OFO no later than the 5<sup>th</sup> business day of the following month for all meals as per the Child and Adult Care Food Program (CACFP) applicable rates, and the OFO will remit within 30 days.
10. No modification, amendment or waiver of this agreement or any part hereof shall be valid unless in writing and executed by the parties hereto.
11. The failure of the CVSCS to insist upon strict performance of the terms of the agreement shall not constitute a waiver of the need to perform such terms, conditions or covenants in the future.
12. In witness whereof the parties have signed this agreement as of the day and year first above written.
13. Cherry Valley Springfield Central School (CVSCS) requires outside organizations to use the CVSCS Food Service as their food service provider. This is an exclusive agreement for meal service provided by the CVSCS for the purposes of the Opportunities for Otsego Head Start Program at CVSCS.
14. In the event of a local disaster that prevents parents from picking up their child from the Head Start program, CVSCS will permit Opportunities for Otsego, Inc. Head Start staff and children access to food and water during the declared emergency.

Date: \_\_\_\_\_

\_\_\_\_\_  
TheriJo Climenhaga  
Superintendent  
Cherry Valley Springfield Central  
School

Date: 5/5/22

  
\_\_\_\_\_  
Dan Maskin  
Chief Executive Officer  
Opportunities for Otsego, Inc.



**COLLABORATION AGREEMENT for  
SERVICES to CHILDREN with DISABILITIES  
BETWEEN  
Cherry Valley Springfield School District  
AND  
Opportunities for Otsego Head Start  
For academic years 2022-23 and 2023-24**

**I. Purpose Statement**

1. Maximize the availability of services and resources.
2. Ensure continuity in educational services to eligible preschool children as they move from Head Start to the Local Educational Agency (LEA).
3. Enumerate areas where joint operational strategies can provide integrated services.
4. Provide opportunities for the inclusion of preschool children with disabilities in Head Start through the provision of special education and related services in the least restrictive environment.
5. Support the transition of children from Early Intervention Programs to Preschool Special Education in Head Start and from Head Start into the public school system.

**II. Role of School District**

1. Provide services to preschool children with disabilities as mandated by P.L. 99-457 and amendments Chapter 474 of the Laws of 1996.
2. Provide preschool children with disabilities a free and appropriate public education (FAPE) including the development and implementation of an Individualized Education Program (IEP), procedural safeguards and the provision of related services.
3. Place preschool children with disabilities in the least restrictive environment (LRE) with an opportunity to interact with non-disabled peers to the maximum extent appropriate.
4. Work with appropriate community agencies to provide approved services to preschool children with disabilities.

**III. Role of Opportunities for Otsego Head Start**

1. Recruit, enroll, and serve eligible children ages 3-5.
2. Ensure that no less than 10 percent of the total number of enrollment opportunities in Head Start is available for children with disabilities who are eligible to participate.
3. Screen all enrolled children for potential problems in the areas of health and development and share the results with parents in their native language.
4. Assist parents in referring children found to be at risk for further evaluation through the Local Educational Agency (LEA) where they reside.
5. Participate in the Committee for Preschool Special Education (CPSE) process.
6. Work closely with other community agencies in order to provide services to children with disabilities.

**IV. Service Implementation:**

*Head Start will:*

1. Provide information about Head Start to the school district.
2. Assist parents with referrals to the CPSE.
  - a. Maximize the continuity of services to the child by transferring appropriate records, with written parental consent.
  - b. Arrange for the participation of each child's teacher, Education/Disabilities Specialist or designee as needed at CPSE meetings.
  - c. Provide an integrated preschool program to serve eligible children with disabilities in the least restrictive environment in Otsego County.

3. Explore transportation options with LEA for children within the school district, but outside the Head Start transportation area.
4. Share information, with written parental consent, as needed.
5. Explore the possibility of resource sharing to maximize services to children and families.
6. Support parents and children in the transition process from Head Start to public school.
  - a. Provide a list of Kindergarten eligible children by February 1<sup>st</sup>.
  - b. Invite Kindergarten teachers to observe in Head Start Classrooms.
  - c. Provide, with written parental permission, health and education summaries by the end of June for children entering school in the fall.
  - d. Conduct Kindergarten Follow Up activities of each child entering public school.
7. Explore the possibility of coordinating parent and staff training sessions.

*Cherry Valley Springfield School will:*

1. Provide referrals to Head Start of children ages two to four living within the District.
2. Notify parents immediately upon receipt of CPSE referral. Arrange for an evaluation by the approved evaluator the parents choose. Assist parents with paperwork when necessary and inform them about their rights in a manner responsive to the linguistic needs of the family.
3. Ensure a comprehensive evaluation is completed in a timely manner as required.
4. Inform Head Start of the date and time of the CPSE meeting 5 business days prior to the meeting.
5. With written parental consent, share information about evaluations, recommendations, and IEPs, with Head Start staff.
6. Explore possibilities of assisting in transporting a child for services at Head Start when the child is outside the Head Start transportation area.
7. Support parents and children in the transition process from Head Start to public school.
8. Invite Head Start children to visit Kindergarten during May and/or June.
9. Inform Head Start of the Kindergarten registration and screening schedule.
10. Notify Head Start of any appropriate training events scheduled.
11. Notify Head Start about any school activity that may be appropriate for Head Start to participate in (e.g., school pictures, field days, etc.).

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Cherry Valley Springfield School District Superintendent

Date




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Opportunities for Otsego CEO

6/21/22

Date

# **EXTERNAL CLINICAL AGREEMENT**

## **BETWEEN**

**Cherry Valley-Springfield Central School**

## **AND**

**UTICA UNIVERSITY**

**THIS EXTERNAL CLINICAL AGREEMENT**, dated the 1<sup>st</sup> of September 2022, is entered into by and between **Cherry Valley-Springfield Central School**, located at 597 Co. Hwy 54, Cherry Valley, New York, 13320, (hereinafter "FACILITY/AGENCY"), and **UTICA UNIVERSITY**, an educational corporation operating pursuant to an absolute Charter granted by the Regents of the University of the State of New York, 1600 Burrstone Road, Utica, New York 13502 (hereinafter "COLLEGE").

**WHEREAS**, COLLEGE maintains a Program which awards degrees in Occupational Therapy/Physical Therapy/Nutrition/Wellness and Adventure Education/Social Work/Therapeutic Recreation (individually the "Student Clinical Program"); and

**WHEREAS**, as a prerequisite to the granting of said degrees in the Student Clinical Program, matriculated students at COLLEGE are required to perform on-site training as part of their clinical studies; and

**WHEREAS**, COLLEGE shall be responsible for curriculum planning, admission, administration, matriculation requirements and faculty appointments as required by law, the accrediting agency and each program; and

**WHEREAS**, FACILITY/AGENCY has the facilities for the instruction of on-site studies of said students; and

**WHEREAS**, FACILITY/AGENCY recognizes the need for and desires to aid in the educational development of the students, and is willing to make its facilities available for such purposes; and

**WHEREAS**, FACILITY/AGENCY shall provide clinical education learning experience and shall facilitate the students' professional growth through mutually agreed upon educational objectives and guidelines, as well as the selection of patients/clients for teaching purposes and educational assignments (hereinafter the "Student Clinical Program" or "Program"); and

**WHEREAS**, by executing this Agreement, COLLEGE and FACILITY/AGENCY propose to further the following Objectives: (1) to provide clinical/educational experience in terms of patient/client and related instruction for students enrolled in the Student Clinical Programs; (2) to improve the overall Student Clinical Program by providing opportunities for learning experiences that will progress the student to advanced levels of performance; and (3) to establish and operate a Student Clinical Program of the first rank; and

**WHEREAS**, the parties desire to set forth their respective rights and responsibilities under this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual benefits bestowed upon the parties to this Agreement, the amount and sufficiency of which are hereby acknowledged, it is agreed as follows:

**1. TERM:**

This Agreement shall be for a period of two (2) years and shall commence at 12:00 a.m. on the 1<sup>st</sup> September 2022, and terminate at 11:59 p.m. on the 1<sup>st</sup> September 2024, unless sooner terminated in accordance with the terms and provisions of this Agreement. This Agreement shall be renewable for one (1) additional two (2) year period upon prior written notice by one party to the other, at least ninety (90) days, or such other time if mutually agreed in writing by the parties, prior to the expiration of the current term, of their intent to renew said Agreement. The party exercising its right to renew said Agreement may only renew the Agreement if it is not in default at the time it exercises said renewal. If said party is in default, the other party may notify said party that based upon the default it will not be renewing the Agreement. COLLEGE reserves the right to amend this Agreement in accordance with applicable law and/or at the time of renewal as needed.

**2. STUDENT CLINICAL PROGRAM PLACEMENT**

a. During the term of this Agreement, COLLEGE may place students at the FACILITY/AGENCY for Student Clinical Program(s). The exact start date and completion date for each Student Clinical Program shall be mutually agreed upon at least thirty (30) days prior to the start date of the Student Clinical Program, unless otherwise mutually agreed upon between the parties.

b. The number of students who participate each semester in the Program shall be mutually agreed upon at least forty-five (45) days prior to the start date of the Program, unless otherwise agreed between the parties in writing. The number of students shall not exceed those permitted under any State Authorization Reciprocity Agreement ("SARA") or as permitted by law.

c. At least one (1) month prior to the commencement of each students' individual Program, COLLEGE and FACILITY/AGENCY will develop a student clinical plan (hereinafter the "Plan") which shall include, but not be limited to: the length of the clinical experience, the learning objectives of the Plan, COLLEGE'S faculty point of contact, FACILITY/AGENCY'S point of contact, the clinical instructors and the details of any field work supervision, if applicable, for each Plan.

d. Neither party shall discriminate against any student, officer, employee, agent, and/or any party on the basis of age, race, creed, color, ethnic or national origin, religion, sex, pregnancy or pregnancy-related conditions, mental or physical disability, sexual orientation, military status, genetic characteristics or information, citizenship status, marital status, familial status, domestic violence victim status, previous criminal convictions or any other protected category under applicable local, state or federal law, rule or regulation.

e. Unless otherwise stated in this Agreement, students and faculty/clinical instructors of COLLEGE shall be considered students, and in the case of faculty/clinical instructors, employees, officers and/or agents of COLLEGE and not employees or agents of FACILITY/AGENCY for all purposes, including, but not limited to, of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding and/or Social Security, because of their participation in the Program. Each student is placed with FACILITY/AGENCY to receive clinical experience as a part of his or her academic curriculum. COLLEGE shall be responsible for establishing all curriculum obligations and said experience at FACILITY/AGENCY shall be performed under supervision of designated FACILITY/AGENCY officials. FACILITY/AGENCY shall retain the ultimate and sole responsibility for all patient/client care, as well as the oversight, supervision, direction and control of such care.

f. COLLEGE, its participating students and/or COLLEGE faculty/clinical instructors participating on-site in the Program, shall not be considered “Business Associates” as that term is defined under the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto (hereinafter “HIPAA”). Students and/or on-site faculty participating in the Program shall be considered as members of the Facility/Agency’s “workforce” for the limited purpose of, and as that term is defined by, HIPAA, pursuant to 45 CFR §160.103, and any amendments thereto.

g. Any unique provisions required by law or by applicable licensing or accrediting bodies in the state where the FACILITY/AGENCY and/or School campus are located are set forth on **Exhibit A** attached hereto.

h. The FACILITY/AGENCY, COLLEGE and its faculty and other employees will comply with all applicable state and federal laws, rules and regulations regarding patient privacy and data security, including, but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. §1320 through d-8 (“HIPAA”), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 C.F.R. parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164. The FACILITY/AGENCY and COLLEGE will inform Students of their obligation to comply with all applicable state and federal laws, rules and regulations regarding patient privacy including, but not limited to, HIPAA. COLLEGE will inform Students that they are required to comply with all FACILITY/AGENCY policies and procedures provided to COLLEGE by FACILITY/AGENCY regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the COLLEGE is a Business Associate, as described in the federal privacy regulations, or if the parties otherwise reasonably determine that COLLEGE will likely be so defined as a Business Associate under such federal privacy regulations, the parties will promptly agree upon such procedures and requirements relating to handling private health information as will ensure compliance with applicable governmental requirements and regulations.

### **3. COLLEGE RESPONSIBILITIES:**

a. Subject to any applicable laws, rules or regulations, including, but not necessarily limited to, the applicable mandates and restrictions set forth in HIPAA and the Family Educational Rights and Privacy Act of 1974 (hereinafter “FERPA”), including any respective amendments thereto, and pursuant to each Plan, forty-five (45) days prior to the commencement of the Program, COLLEGE shall provide FACILITY/AGENCY with the name of each proposed participating student and shall advise said student of all health/medical-related information required by FACILITY/AGENCY, if any, to be produced by student to FACILITY/AGENCY prior to the commencement of the Program as set forth on attached **Exhibit B**. Upon request by FACILITY/AGENCY, COLLEGE shall require student(s), as a condition of participation in the Program, to either forward any required health/medical-related information directly to FACILITY/AGENCY and/or to sign any necessary authorizations to enable FACILITY/AGENCY to receive such information directly from a physician and/or health-related institution.

b. Subject to any applicable laws, rules or regulations, including, but not necessarily limited to, the applicable mandates and restrictions of HIPAA and FERPA, including any respective amendments thereto, COLLEGE shall supply or require student, as a condition of participation in the Program, to supply reasonable and necessary information requested by FACILITY/AGENCY to further the student’s participation in the Program. Such information, if in addition to the requirements set forth herein,

shall be mutually agreed upon and set forth in each individual student's Plan or as set forth on attached **Exhibit C**.

c. COLLEGE shall place students in the Program who have satisfactorily completed the prerequisite didactic portion of the curriculum to participate in said Program.

d. To the extent permitted by law and not otherwise covered by applicable insurance, COLLEGE agrees to indemnify and hold FACILITY/AGENCY, its officers, employees and/or agents harmless from and against third party claims, demands, costs and expenses (including reasonable attorneys' fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of COLLEGE, its officers, employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by FACILITY/AGENCY or was under the control or direction of FACILITY/AGENCY. This provision shall survive termination of this Agreement for a period of three (3) years from the date of termination.

e. COLLEGE shall require student(s), as a condition of participating in said Program, to:

- (i) Follow the administrative policies, standards, and practices of the FACILITY/AGENCY which have been provided to the COLLEGE and the student during the Program. FACILITY/AGENCY shall provide COLLEGE and student(s) with copies of any such rules, policies and/or regulations prior to the commencement of the Program. COLLEGE shall have no liability for any acts, omissions, or negligence with respect to such rules, policies, or regulations if FACILITY/AGENCY fails to provide said documents;
- (ii) To wear the necessary and appropriate attire required, but not necessarily provided, by FACILITY/AGENCY;
- (iii) Provide their own transportation and living arrangements when not provided for by FACILITY/AGENCY;
- (iv) Report to FACILITY/AGENCY on time and follow all established regulations during the regularly scheduled operating hours of FACILITY/AGENCY;
- (v) Conform to the codes, standards and practices established by the individual clinical supervisor while training in FACILITY/AGENCY;
- (vi) Obtain prior written approval of FACILITY/AGENCY and the COLLEGE before publishing any material relating to the Program and/or clinical education experience; and
- (vii) Keep all confidential information obtained during the Program confidential and comply with all policies and regulations of COLLEGE and FACILITY/AGENCY, as well as all local, state and federal laws, including but not limited to the provisions of HIPAA.

#### **4. FACILITY/AGENCY RESPONSIBILITIES:**



a. FACILITY/AGENCY shall maintain complete records and reports on each student's performance and provide an evaluation of said student to COLLEGE on forms provided by COLLEGE. FACILITY/AGENCY agrees to treat all student records and information obtained from COLLEGE, student and/or otherwise obtained by FACILITY/AGENCY, confidentially, in accordance with and subject to the provisions of FERPA. FACILITY/AGENCY further agrees:

- (i) to use any "personally identifiable information" (as defined by FERPA) from student records only to meet the purpose(s) of the Program or as required by applicable law, and for the duration of the Program, as outlined in this Agreement;
- (ii) to limit any disclosures of such personally identifiable information only to individuals in FACILITY/AGENCY or COLLEGE who have a legitimate interest in the information consistent with their duties and the scope of the Program or as otherwise required or allowed by this Agreement, applicable law, subpoena or court order;
- (iii) to have in place controls and procedures, subject to inspection upon reasonable notice by COLLEGE, to ensure the protection of such personally identifiable information; and
- (iv) to return to COLLEGE all such personally identifiable information of student when the information is no longer needed for said purpose of study and destroy such personally identifiable information no later than six (6) months from the student's completion of the Program or as mutually agreed to by the parties in writing.

b. FACILITY/AGENCY shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Program by COLLEGE or FACILITY/AGENCY, or by both, charged with the responsibilities for accreditation of the curriculum.

c. Upon COLLEGE's request, FACILITY/AGENCY shall designate and submit in writing to COLLEGE the name and professional and academic credentials of all persons employed by FACILITY/AGENCY who they anticipate working with COLLEGE students in the Program on attached **Exhibit D**.

d. FACILITY/AGENCY shall notify COLLEGE in writing of any change or proposed change of the clinical coordinator.

e. To the extent permitted by law and not otherwise covered by applicable insurance, FACILITY/AGENCY agrees to indemnify and hold COLLEGE, its officers, employees and/or agents harmless from and against third party claims, demands, costs and expenses (including reasonable attorneys' fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of FACILITY/AGENCY, its officers, employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by COLLEGE or was under the control or direction of COLLEGE. To the extent permitted by law, the FACILITY/AGENCY shall also name UC as an additional insured. This provision shall survive termination of this Agreement for a period of three (3) years from the date of termination.

f. FACILITY/AGENCY agrees to provide emergency health care for illnesses or injuries resulting from the Program placement. Such emergency care will be provided at student's/faculty's/Clinical Instructor's expense, unless as a result of FACILITY/AGENCY'S acts, omissions or negligence.

g. Unless exigent or public safety circumstances exist, FACILITY/AGENCY shall give COLLEGE at least three (3) business days notice of any proposed removal of a student participating in the Program to attempt a mutually agreeable resolution of the matter. In the event of immediate removal of a student due to actual or threatened public safety concerns or other exigent circumstances, FACILITY/AGENCY agrees to meet with COLLEGE in good faith and within a mutually agreeable time after any such removal to attempt a resolution of the matter.

h. FACILITY/AGENCY agrees to provide appropriate space, personnel and resources for the Student Clinical Program.

#### **5. LIABILITY INSURANCE COVERAGE/CLAIMS:**

a. Each party shall purchase and maintain, or show existing proof of, professional liability insurance in the minimum amounts of two million dollars (\$2,000,000.00) each claim/four million dollars (\$4,000,000.00) aggregate, per policy year, and general liability insurance with minimum limits of one million dollars (\$1,000,000.00) each person/three million dollars (\$3,000,000.00) each occurrence, combined bodily injury and property damage covering the insured Party and the activities of its faculty, employees, officers and agents. Said insurance shall be occurrence-based liability insurance (or the equivalent combination of claims made-based insurance with appropriate "tail" coverage). Each party shall provide the other with suitable insurance certificates to indicate such coverage and also include a thirty (30) day notice to the other of an event of cancellation, non-renewal or material change with respect to each policy.

b. Each student shall obtain and provide proof of professional liability insurance in the minimum amounts of two million dollars (\$2,000,000.00) per claim/four million dollars (\$4,000,000.00) aggregate, and their own health insurance coverage, prior to commencing the Program. This insurance must be maintained throughout the Program. Upon request, a certificate of professional liability insurance coverage will be supplied to the FACILITY/AGENCY prior to the student's arrival.

c. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification, defense and/or contribution pursuant to the terms of this Agreement. This section shall survive the termination of this Agreement.

#### **6. TERMINATION OF AGREEMENT:**

Either party may terminate this Agreement on one hundred and twenty (120) days prior written notice to the other party. Any student enrolled in a Program, and who is not in material breach of the terms of this Agreement at the time such notice is given, shall be permitted to complete said Program despite said notice.

#### **7. GOVERNING LAW:**

This Agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this Agreement shall be resolved by

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a court of competent jurisdiction in the State of New York, and both parties consent to the exclusive jurisdiction and venue of the state and federal courts of the County of Oneida in the State of New York.

**8. NOTICE:**

Whenever, under the terms of this Agreement, notice is required or permitted to be given by any party or to any other party, such notice shall be deemed to have been sufficiently given if written, deposited in the United States mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address hereinafter set forth. Either party may change its respective address by written notice in accordance with this paragraph.

If to FACILITY: With a copy  
to:  
Bonnie Georgi  
Director of Special Education  
Cherry Valley-Springfield Central  
School  
597 Co. Hwy 54  
Cherry Valley, New York 13320

If to COLLEGE:

Utica University  
Att: Andrew W. Beakman, Esq.  
Vice President Legal Affairs/General Counsel  
1600 Burrstone Road  
Utica, New York 13502

**9. MODIFICATIONS:**

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties.

**10. SEVERABILITY:**

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this Agreement. If necessary in order to make the Agreement legal, valid and enforceable, the parties shall meet to confer upon an amendment or modification to the Agreement.

**11. WAIVER:**

The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. Any failure of a party to enforce that party's right under any provision of this Agreement

shall neither be construed, nor act, as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

**12. ASSIGNMENT:**

Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

**13. HEADINGS:**

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**14. MISCELLANEOUS:**

a. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts together shall constitute one and the same Agreement.

b. This Agreement shall not be construed against either party because it may be responsible for drafting it or any provision therein.

c. The parties making, executing and delivering this Agreement have not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

**15. FORCE MAJEURE:**

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption in service resulting, directly or indirectly, from events or actions wholly beyond either parties' control, including, but not limited to, so called Acts of God (other than medical or mental disability), civil or military authority, acts of public enemy, war, fires, explosions, earthquakes, floods, tornadoes, hurricanes, failure of transportation, strikes, or other such work interruptions of a similar nature beyond the reasonable control of either party.

**16. ENTIRE AGREEMENT:**

This Agreement, including any exhibits and addenda attached hereto, contains the sole and entire Agreement of the parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of the Agreement shall have any force or effect.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto on behalf of the academic programs of COLLEGE and FACILITY/AGENCY named below.

**FACILITY/AGENCY**

Cherry Valley-Springfield Central School  
597 Co. Hwy 54  
Cherry Valley, New York 13320

**UTICA UNIVERSITY**

1600 Burrstone Road  
Utica, NY 13502-4892

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Bonnie Georgi

Name: \_\_\_\_\_

Title: Director of Special Education

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

THIS CONTRACT WAS INITIATED BY (UC Program/Coord): Occupational Therapy/ Cora J Bruns

**EXHIBIT A**

Unique Provisions Required by Law or by Applicable  
Licensing or Accrediting Bodies Where  
FACILITY/AGENCY or School Campus is Located

**EXHIBIT B**

Health/Medical-Related Information Required By  
FACILITY/AGENCY

**EXHIBIT C**

Individual Student's Plan



**EXHIBIT D**

**Clinical Instructors Providing Services**



## LICENSE

Cherry Valley-Springfield Central School District, (Licensor), for his/herself, his/her heirs, successors and assigns, does hereby grant to Lusk Farm LLC of 615 North rd. Cherry Valley, NY, (Licensee), a license to enter upon the land of the Cherry Valley-Springfield Central School District described as the 42.82 acres located on the northern side of the school property for the limited purpose of growing and harvesting crops for hay and all activities related thereto. The Licensee must engage in those activities needed to grow and harvest hay in such a manner as to minimize the impact on the school district's learning environment. The Licensee may only apply any fertilizers or other chemicals on non-school days and agrees to provide the District with at least 10 days' notice of any pesticides or chemicals to be used on the property so the District may comply with its statutorily required notification process. Access to the property should remain through the route currently established and should not be altered by Licensee. The Licensee does not have authority to store any equipment, materials, chemicals or anything else used for growing and harvesting hay on the school district property. Once the hay is harvested, it must be removed from school property.

In exchange for the license granted herein, Licensee releases and forever discharges Licensor from any claim, action, or cause of action arising out of or related to the performance of any activity permitted by this license or any activity undertaken as a consequence of this license, and Licensee agrees to indemnify and hold harmless Licensor from any claim, action or cause of action brought by any agent, employee, contractor or other person claiming an injury or damage whether in contract or tort, or other cause of action of any kind arising out of or related to Licensee's activity upon the land.

This license agreement shall expire one year from December 31, 2022. The license agreement may be renewed at the school district's discretion. Should the Licensee fail to comply with the terms above, the District has the right to terminate the license upon 30 days notice to the Licensee.

**\*\*Please note that the District is currently in the discussion stage with a solar lease company that wishes to utilize approximately 25 acres of the District's property and that may limit the activities required to grow and harvest crops on the District's property.\*\***

Cherry Valley-Springfield Central School District:

BY: \_\_\_\_\_

