



## AGREEMENT

THIS AGREEMENT is made as of the 22<sup>nd</sup> day of June, 2017, by and between Kenmore-Town of Tonawanda Union Free School District, having an address of 1500 Colvin Boulevard, Tonawanda, New York 14223 (the "District") and **Center for Youth, Attn: Paul Clark** having an address of **905 Monroe Avenue, Rochester, NY 14620** (hereinafter called the "Provider").

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Services. Provider agrees to provide the District with the services set forth on Schedule A attached hereto and made a part hereof (the "Services"). To the extent requested by the District, the Services will be provided by the Provider at such time and location as are determined by the District.
2. Payment for Services. The District shall pay the Provider compensation and/or fees as set forth on Schedule B for the performance of the Services.
3. Term/Termination. The term of this Agreement shall be from **7/1/17** through **6/30/18** ("Term"). The District may terminate this Agreement by giving ten (10) days prior written notice to the Provider, and if this Agreement is terminated, no compensation will be due under paragraph 2 of this Agreement for services that were to be rendered during the period following the termination date.
4. Non-Assignability. No party shall assign, transfer or otherwise dispose of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
5. Indemnification. Provider shall indemnify, defend and hold harmless the District, its Board of Education, officers, administrators, employees, agents and representatives from and against all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable attorney fees) arising out of the negligent or intentional acts or omissions of Provider, its officers, employees, agents and representatives.
6. Insurance. During the term of this Agreement, Provider shall maintain at its own expense:
  - (i) a commercial general liability policy, including contractual liability coverage, in amounts of 1 million dollars per occurrence, 3 million dollars aggregate, in occurrence coverage form, naming the District as an additional insured. The District shall be an additional insured by ISO additional insured endorsement CG 20 26 or equivalent.
  - (ii) Workers' Compensation and New York State Disability Benefits coverage on all representatives of Provider providing services under this Agreement.
  - (iii) professional liability coverage for each of Provider's employees providing services under this Agreement, in amounts of 1 million dollars per occurrence, 3 million dollars aggregate. In the event that the professional liability policy is a claims made policy, Provider shall purchase a "tail" policy for a period of no less than five (5) years from the termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.
  - (iv) any other insurance legally required to protect its employees, agents, independent contractors, and representatives in the performance of their duties under this Agreement.

(v) all insurance policies shall be with an insurance company acceptable to the District and additional insured endorsements shall be on a primary and non-contributory basis.

Provider shall provide the District with certificates of insurance regarding all such coverage, which will provide for 30 days advance written notice to the District prior to any cancellation, non-renewal or material modification of coverage.

7. Amendment. This Agreement shall not be amended, changed, or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the parties hereto.

8. Relationship Between The Parties. The parties are independent contractors under this Agreement. Neither party shall have the authority to commit the other party to any binding obligation or to execute, on behalf of the other party, any agreement or other document creating legal obligations on the part of the other party, and neither party shall represent to any third party that it has any such authority. Provider, as an independent contractor, and Provider's personnel, shall not be considered employees of the District for any purpose. Provider is solely responsible for scheduling, directing and completing the work and for furnishing all equipment, materials, supplies, personnel, and other resources necessary to perform the work. Under no circumstances will Provider or its personnel be eligible or allowed to receive or participate in any benefit available to the District's employees. Provider will be responsible for any federal income taxes due that may be associated with the fee paid to Provider pursuant to this Agreement.

9. Miscellaneous

- a. Provider shall comply with all federal, state and local laws, rules and regulations that apply to the performance of the work.
- b. Provider represents that it (i) possesses all of the licenses, certifications and permits necessary to perform the work, and (ii) is fully qualified by training and experience to perform the work.
- c. Section 2-d of the New York State Education Law requires that a Parents Bill of Rights for data privacy and security must be included with every contract an educational agency enters into with a third party contractor, where the third party contractor receives student data or teacher or principal data. Accordingly, this Agreement is deemed to incorporate by reference the District's Parents Bill of rights for data privacy and security (*see District's website – www.kenton.k12.ny.us*). The Contractor agrees to comply with all applicable provisions of Section 2-d of the Education Law, any rules and regulations of the New York State Education Department issued thereunder, and the District's Parents Bill of Rights for data privacy and security, including any amendments to any of these.
- d. If Provider's personnel are to work with the District's students directly, all such personnel shall receive background checks through State Education procedures, if and as required by law. Proof of State Education Department clearance shall be provided prior to provision of services to the students.
- e. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of New York, disputes shall be venued in a court of competent jurisdiction in Erie County, New York, and the parties hereby consent to personal jurisdiction in any such court.
- f. This written Agreement, including the attached Schedules, contains the entire agreement between the parties. There are no other agreements or understandings concerning the terms of this Agreement.
- g. In the event of conflict between Sections 1 through 9 of this Agreement and the attached Schedules, the provisions of Sections 1 through 9 of this Agreement shall prevail.
- h. This Agreement shall be binding upon and inure to benefit the executors, administrators, heirs, successors and assigns of the respective parties.

- i. Whenever any notice is to be given pursuant to the terms and conditions of this Agreement, such notice shall be in writing and shall be considered given when (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery, or (iii) when delivered by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the location below, or other location as has been designated by notice in accordance with this Agreement:

The District: Kenmore-Town of Tonawanda Union Free School District  
1500 Colvin Boulevard  
Buffalo, New York 14223

Attention: Assistant Superintendent for Finance

Provider: Center for Youth  
905 Monroe Avenue  
Rochester, NY 14620

Attention: Paul Clark

The parties' consent to this Agreement is indicated by their signatures below.

KENMORE-TOWN OF TONAWANDA  
UNION FREE SCHOOL DISTRICT

BY: \_\_\_\_\_  
Authorized Signatory

Paul Clark

BY:   
Authorized Signatory

**SCHEDULE A**

**(Services)**

**Alternative to Suspension Program for  
Franklin Middle School,  
Hoover Middle School**

**SCHEDULE B**

**(Compensation/Fees)**

**Not to exceed \$105,000.00**

**Total monthly invoice \$10,500.00:**

**HMS - \$5,250.00/month**

**FMS - \$5,250.00/month**

**Kenmore Tonawanda  
2017-2018 Proposed Budget**

A. Personnel	Annualized Salary	% Time on Project	# of Months	Total Cost of Program
Director of Student Support Services	\$ 65,083.92	10%	12	\$ 6,508.00
Student Support Specialist	\$ 39,062.40	100%	11	\$ 35,807.00
Student Support Specialist	\$ 36,545.60	100%	11	\$ 33,500.00
<b>Total</b>				<b>\$ 75,815.00</b>
<b>B. Fringe</b>				
Health Insurance	3.44%			\$ 2,609.00
Dental Insurance	0.18%			\$ 139.00
Life Insurance	0.26%			\$ 197.00
Employee Assistance Program	0.07%			\$ 52.00
Benefit Credit	0.64%			\$ 484.00
Flexible Spending	0.03%			\$ 22.00
HSA Benefit	0.17%			\$ 131.00
Employer FICA	7.31%			\$ 5,540.00
Unemployment	1.31%			\$ 991.00
NYS Disability Insurance	0.13%			\$ 95.00
Worker's Compensation	0.96%			\$ 730.00
<b>Total</b>				<b>\$ 10,990.00</b>
<b>E. Supplies</b>				
<b>Total</b>				
<b>C. Other</b>				
Copier Rental	0.71%			\$ 535.00
Liability Insurance	1.6811%			\$ 1,275.00
Staff Mileage				\$ 2,050.00
Staff Development				\$ 640.00
<b>Total</b>				<b>\$ 4,500.00</b>
<b>D. Indirect</b>				
Subtotal			\$ 91,305.00	
Per Indirect Cost Rate Agreement	15%			\$ 13,695.00
<b>Grand Total</b>				<b>\$ 105,000.00</b>

18.9  
17.4  
18.59

	Total
Recap	
A. Personnel	\$ 75,815.00
B. Fringe Benefits	\$ 10,990.00
C. Travel	\$ -
D. Equipment	\$ -
E. Supplies	\$ -
F. Contractual	\$ -
G. Construction	\$ -
H. Other	\$ 4,500.00
I. Indirect	\$ 13,695.00
Grand Total	\$ 105,000.00
Funding	
KTUFSD	\$ 105,000.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2017

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 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).

<b>PRODUCER</b> Key Insurance & Benefits Services 777 Canal View Blvd, Suite 100  Rochester NY 14623		<b>CONTACT NAME:</b> Jennifer Barber <b>PHONE (A/C, No, Ext):</b> (585) 546-3747 <b>FAX (A/C, No):</b> (585) 424-2798 <b>E-MAIL ADDRESS:</b> jennifer.barber@key.insurance	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Insurance	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
		<b>NAIC #</b> 18058	

**COVERAGES** **CERTIFICATE NUMBER:**17-18 GL/A/U **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	PHPK1572386	4/1/2017	4/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Employee Benefits	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1572386	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured Motorist	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB562259	4/1/2017	4/1/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			PHPK1572386	4/1/2017	4/1/2018	Occurrence Limit	\$1,000,000
							Aggregate Limit	\$3,000,000

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

**CERTIFICATE HOLDER** **CANCELLATION**

Kenmore-Tonawanda UFSD 1500 Colvin Boulevard Buffalo, NY 14223	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  M Bonetto/TCATOR

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**Additional Named Insureds**

**Other Named Insureds**

Cys Properties, Inc.

Corporation, Insured Multiple Names





**ADDITIONAL REMARKS SCHEDULE**

AGENCY First Niagara Risk Management, Inc		NAMED INSURED The Center for Youth Services, Inc.	
POLICY NUMBER See Page 1		905 Monroe Avenue Rochester, NY 14620	
CARRIER See Page 1	NAIC CODE	EFFECTIVE DATE: 04/01/2017	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

To the extent covered by endorsement form(s):

General Liability:  
 PI-GLD-HS NY (10/11) - General Liability Deluxe Endorsement: Human Services- included Blanket Additional Insured