

AGREEMENT
between
Syracuse City School District
and
[REDACTED]

1. Parties to the Agreement:

This agreement (the “Agreement”) is prepared for the purpose of identifying the terms under which [REDACTED] (the “Contractor”) will provide contracted services to the Syracuse City School District (“SCSD”).

2. Term and Termination:

This Agreement shall commence on [REDACTED], 202[REDACTED] and terminate on [REDACTED], 202[REDACTED] (the “Term”), if not previously terminated pursuant to the paragraphs below:

This Agreement may be terminated before the expiration of the Term as follows:

- i. without cause by SCSD by giving Contractor ninety (90) days’ prior written notice of such termination;
- ii. by SCSD immediately upon Contractor failing to cure a breach of this Agreement within ten (10) days of receipt of a written notice of breach from SCSD;
- iii. by SCSD immediately upon reasonable cause and notice to Contractor; or
- iv. immediately as set forth in Section 18 herein titled “Force Majeure.”

This Agreement shall be deemed executory after the SCSD has issued a Purchase Order for the purpose of this Agreement, and only to the extent of monies appropriated and available to the SCSD for the purpose of this Agreement, and no liability on account thereof shall be incurred by the SCSD beyond the amount of such monies. The Agreement is not a general obligation of the SCSD. Neither the full faith and credit nor the taxing power of the SCSD are pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or to make monies available for the purpose of this Agreement. SCSD may terminate, modify or make reductions in this Agreement immediately and without penalty upon the revocation, unexpected discontinuance, or modification of allowable activities of relevant funding.

In the event of early termination of this Agreement, SCSD’s payment obligations under this Agreement shall be pro-rated as of the effective date of such termination. Contractor shall reimburse SCSD for any and all payments that relate to services that will not be earned by Contractor between the date of such termination and the expiration of the Term.

If the Contractor, or any individual working for the Contractor under this Agreement, is a New York State Retiree, this Agreement shall be contingent upon approval by the applicable New York State Retirement System. Should the applicable New York State Retirement System approval not be obtained, this Agreement shall be null and void.

3. Description of Services:

During the Term, Contractor will provide the following services (the “Services”):

[Insert Detailed Description of Services that will be provided]

[INCLUDE PROVISION BELOW FOR COMMUNITY AGENCY SERVICE PROVIDER CONTRACTS]

To perform these services, the SCSD shall provide the Contractor with access to the following facilities and equipment:_____.

Contractor shall perform such other related services as may be mutually agreed upon by the SCSD and the Contractor.

Additionally, SCSD and Contractor, a community agency, agree to abide by the Memorandum of Understanding attached hereto and made a part hereof as **Attachment C**.

4. Payment:

[CHOOSE ONE BELOW, DEPENDING ON WHETHER THERE IS TO BE ONE PAYMENT OR MULTIPLE PAYMENTS]

In consideration for the Services, SCSD agrees to pay Contractor a total of _____ Dollars (\$_____.00); in monthly/quarterly installments of \$XXX.XX due on or around [INSERT DUE DATES] provided that payment shall be due within or around thirty (30) days after SCSD’s receipt of the invoice, or within or around thirty (30) days after the services that are billed are completed, whichever is later, and shall be contingent upon (i) Contractor’s satisfactory completion of all of its responsibilities under this Agreement; and (ii) Contractor’s submission of a detailed invoice for each payment at apayable@scsd.us.

OR

In consideration for the Services, SCSD agrees to pay Contractor a total of _____ Dollars (\$_____.00); in installments to be paid as services are provided and billed after services have been rendered; provided that payment shall be due within or around thirty (30) days after SCSD’s receipt of the invoice, or within or around thirty (30) days after the services that are billed are completed, whichever is later, and shall be contingent upon (i) Contractor’s satisfactory completion of all of its responsibilities related to the services that are billed; and (ii) Contractor’s submission of a detailed invoice for each payment at apayable@scsd.us.

The SCSD’s obligation to pay for services shall be limited to the actual work performed hereunder which may be less than, but may not exceed the funds encumbered by the SCSD, and will not include any fees, penalties, interest charges or any additional costs that are not listed as allowable in this Agreement. No payment shall be owed or made to Contractor for services commenced, or expenses incurred, prior to the Effective Date of this Agreement.

The SCSD shall not be liable to pay for any and all unapproved services, nor any services provided by unlicensed providers if services were required to be provided by licensed providers.

Unless specified elsewhere in this Agreement, all equipment, materials and supplies necessary to perform the services required by this Agreement shall be furnished by Contractor at its own expense.

5. *Monitoring and Evaluation of Services:*

SCSD reserves the right to monitor and/or evaluate the services provided under this Agreement. Such monitoring and evaluation may be conducted through on-site visits and observations, surveys, interviews with participants and stakeholders, document and artifact collection and review, and any other applicable means. Services provided must be appropriate, allowable, and consistent with SCSD and funding source requirements and guidelines. All programmatic goals and decisions shall be made and determined by SCSD.

6. *Representations and Warranties:*

Contractor represents and warrants to SCSD that:

- i. It has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of its obligations in this Agreement;
- ii. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action;
- iii. Its entering into this Agreement with SCSD and its performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject;
- iv. It and its employees have the required skill, experience, and qualifications to perform the Services; and,
- v. It and its employees shall perform the Services in compliance with all applicable federal, state, and local laws and regulations.
- vi. To the extent it receives, creates, keeps, holds, files, produces or reproduces records in the course of performing services pursuant to this Agreement, Contractor does so on behalf of and for the benefit of the SCSD, and accordingly, that such records constitute records of the SCSD. Contractor shall maintain such records on the SCSD's behalf for no less than the minimum period of time set forth in the LGS-1 Records Retention & Disposition Schedule (<http://www.archives.nysed.gov/records/local-government-record-schedule/lgs-1-title-page>), and shall promptly provide copies of any such records to the SCSD's Board of Education and to the Superintendent of Schools or their respective designees, upon request. This subdivision shall survive the termination of this Agreement.
- vii. **[USE THIS subparagraph vii ONLY IF CONTRACTOR WILL HAVE DIRECT CONTACT WITH SCSD STUDENTS]** Contractor agrees, to the maximum extent permitted by law, that all individuals providing Services under this Agreement who are reasonably expected to have direct, in-person face-to-face communication or interaction with the SCSD's students on the SCSD's premises for more than five (5) days during the school year will, prior to providing

services pursuant to this Agreement, submit fingerprints, cooperate and comply fully with the required criminal background check and criminal clearance process through the New York State Education Department (NYSED), as set forth in the New York Education Law and regulations of the Commissioner of Education. It shall be the responsibility of the District to take the fingerprints furnished by Contractor and promptly submit such fingerprints to the NYSED's authorized designee(s) for the purpose of enabling the NYSED to obtain a criminal background report for each such person and to make the determination whether to criminally clear each such person to work with the SCSD's students. The SCSD shall not permit any person providing services under this Agreement who is reasonably expected to have direct, in-person, face-to-face communication or interaction with the SCSD's students as set forth above to provide services until such person has been criminally cleared by NYSED, except as explicitly authorized by the Education Law and regulations of the Commissioner of Education. In addition, the SCSD shall provide in-person supervision, by one or more of the SCSD's own employees, for any person providing services under this Agreement who has not been fingerprinted and criminally cleared because the person was not reasonably expected to have in-person, face to-face communication or interaction with the SCSD's students for more than five days during the school year, while such person is providing Services in direct contact with the SCSD's students on the SCSD's premises. Contractor will directly pay or reimburse the SCSD for all applicable fingerprinting and criminal clearance costs and fees.

- viii. In the event Contractor is provided with access accounts, cards, badges, or any access material to enter school buildings or facilities, at the end of the term of this Agreement, Contractor shall promptly, but no later than the day of termination, return any such access material to the School District.

SCSD hereby represents and warrants to Contractor that:

- i. It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- ii. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action.

7. *Independent Contractors:*

- i. The relationship of Contractor to the SCSD is that of an independent contractor. Any and all Services performed by Contractor and/or its officers, employees, agents representatives and/or subcontractors under this Agreement shall be performed in such capacity. Neither Contractor nor its officers, employees, agents, representatives and/or subcontractors shall hold itself/themselves out as, or claim to be, officers or employees of the SCSD, or make any claim, demand, or application to, or for, any right or privilege applicable to an officer or employee of the SCSD, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. Contractor shall not have, or hold itself out as having, the authority or power to bind or create liability for the SCSD by its acts or omissions.
- ii. It is agreed by Contractor and the SCSD that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the SCSD on behalf of any of Contractor's officers, employees, agents, representatives

and/or subcontractors. Said payments are to be made by Contractor in compliance with all federal, state, and local laws, rules or regulations. Contractor agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over it or its relationship with the SCSD. Contractor further agrees to indemnify and hold the SCSD harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to Contractor's nonpayment and/or underpayment of any such taxes or payments.

- iii. The SCSD acknowledges that it shall have no ability to control the manner, means, details or methods by which Contractor or its officers, employees, agents, representatives and/or subcontractors perform Services under this Agreement, except as provided herein, and as required by federal, state, or local laws, rules, and regulations.
- iv. Nothing in this Agreement shall restrict Contractor from providing Services or otherwise engaging in business with any other person and/or entity. Furthermore, Contractor affirmatively states that it is in the business of providing Services and provides Services to other entities.

8. *Right to Cure:*

In the event Contractor defaults in the performance of this Agreement in whole, or in part, SCSD may take over the work to be performed and complete the same by contract or otherwise, and Contractor shall be liable to SCSD for any excess cost occasioned thereby. The total fee payable to Contractor under this Agreement, upon such termination, shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the SCSD reduced by any excess cost occasioned to SCSD by such termination.

9. *Work Product:*

All materials produced by Contractor and delivered to SCSD shall become and remain the property of SCSD for all purposes (including copyright). SCSD shall have the right to modify any work product of Contractor other than factual or statistical information, analyses, opinions, or recommendations. With respect to any work product that is created, the Contractor represents that the Contractor has the right to lawfully use the work product that is creative (which term shall be interpreted liberally) for the purposes of this agreement, does not violate any right of privacy, and is not libelous, obscene or unlawful. Contractor shall be given credit for any creative work product in a manner SCSD deems appropriate

10. *Non-solicitation:*

The Contractor agrees that during the term of this Agreement and for a period of one (1) year thereafter, it will not solicit or in any manner encourage, either directly or indirectly, any employee of SCSD to leave SCSD for any reason; nor will it interfere in any other manner with the employment or business relationships at the time existing between SCSD and its current or prospective employees.

11. *Taxes:*

The Contractor shall be solely responsible and required to pay all income taxes, employment taxes, and insurances related to the services and remuneration hereunder. SCSD shall not be required to withhold from or to pay over for or on behalf of Contractor any workers' compensation, disability benefits, federal or state withholding taxes, Social Security, or any other deductions required by the Internal Revenue Service, Social Security Administration, or other administrative or governmental agency. Contractor

shall indemnify and hold harmless SCSD from and against any and all liabilities (including legal fees), taxes, penalties, and other expenses and state and federal demands which SCSD may incur as a result of Contractor's failure to pay any federal or state taxes of any kind whatsoever or Contractor's failure to declare and/or pay all required taxes on the remuneration paid hereunder, or relating to Contractor's failure to maintain all insurance required to be maintained by Contractor.

12. Insurance:

Notwithstanding any terms, conditions or provisions, in any other writing between the Parties, Contractor hereby agrees to effectuate the naming of the SCSD as an unrestricted additional insured on Contractor's insurance policies, with the exception of workers' compensation. Contractor shall be responsible for obtaining insurance coverage that is reasonably necessary, as determined by SCSD in its discretion, to cover potential claims arising out of the performance of this agreement.

The policy naming the SCSD as an additional insured shall:

- (i) Be an insurance policy from an A.M. Best rated "secure" or better, New York State admitted insurer.
- (ii) State that Contractor's coverage shall be primary coverage for the SCSD, its Board, employees and volunteers.
- (iii) The SCSD shall be listed as an additional insured by using endorsement CG 2026 or equivalent.
- (iv) The certificate of insurance must describe the specific Services provided by Contractor that are covered by the commercial general liability policy and by the umbrella policy. Such general liability insurance should contain coverage in the amount of at least \$2,000,000 for sexual molestation or misconduct or shall contain a specific endorsement for sexual molestation and misconduct.
- (v) At the SCSD's request, Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, Contractor will provide a copy of the policy endorsements and forms.
- (vi) Contractor agrees to indemnify the SCSD for any applicable deductibles and self-insured retentions.

Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the State of Contractor's residence, whichever may apply.

13. Indemnification:

Contractor agrees to indemnify and hold harmless SCSD from any and all liabilities, losses, damages, costs, fines, or expenses (including reasonable attorneys' fees) arising out of negligence or other malfeasance or nonfeasance by Contractor, its employees, agents and servants, upon or in relation to the fulfillment of its responsibilities and obligations under this Agreement, including but not limited to, the provision of Services. Regardless of the nature of the claim, Contractor further agrees that if any

claim or demand is asserted against it which reasonably may result in liability to SCSD, that Contractor shall give prompt notice thereof in writing to SCSD and shall cooperate in the investigation of the claim and any defenses arising therefrom.

14. Compliance with Law:

Contractor will adhere to all applicable New York State and federal law and regulations governing the performance of Services under this Agreement, including but not limited to those related to fingerprint background clearance for any and all employees of Contractor who will have direct contact with SCSD students. Contractor further agrees that the Contractor and all employees working under its direction, if any, shall comply with SCSD Code of Conduct and policies, controlling or limiting in any way its actions during such performance of the services required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein.

By entering into this Agreement, the Contractor certifies and affirms that he/she/it is a valid legal entity (or authorized individual), currently in good standing to transact business in New York State, and possesses all licenses, credentials or authorizations required by law to conduct the services contracted for herein. In addition, Contractor certifies and affirms that all disclosures to the SCSD required by law have been made, including any known or potential conflict of interest as a result of this Agreement. Contractor also certifies that he/she/it is not on the prohibited entities list pursuant to the New York State Iran Divestment Act of 2012, nor on a New York State or Federal debarred or ineligible list, and that no subcontractor that is identified on a prohibited, debarred, or ineligible lists will be utilized hereunder.

Contractor will adhere to all certifications regarding lobbying, debarment, suspension and other responsibility matters, and drug-free work-place requirements, as more fully set forth in **Attachment A**, attached hereto and incorporated by reference.

Contractor will comply with all applicable requirements regarding the confidentiality of student and employee records, including the Individuals with Disabilities Education Act ("IDEA"), the New York State Education Law and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act, and regulations of the United States and the New York State Education Departments, as set forth in more detail in **Attachment B**, attached hereto and incorporated by reference. The parties to this Agreement shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under HIPAA. The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501). The Contractor further agrees to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement.

Contractor shall provide notice to SCSD immediately in the event of a cybersecurity incident that affects SCSD's duty to report to the New York State Division of Homeland Security and Emergency Services (Gen. Mun. Law § 995-a, et seq.).

15. Dispute Resolution:

This Agreement is governed by the laws of New York, excluding its conflicts of law principles. The parties agree that they shall first attempt to resolve any claim, action, or proceeding arising from or relating to this Agreement informally or using mediation, in the sole discretion of SCSD. The parties agree to share equally in the costs of the mediation. The mediation shall be conducted at a location in

Onondaga County, New York agreed to by the parties, or telephonically. If, after two (2) days of mediation, the parties have not settled the dispute, then any unresolved dispute arising from or relating to this Agreement may be settled by litigation, which shall be heard in the state or federal court of proper jurisdiction located in Onondaga County, New York.

16. Notices:

Any notices by either party shall be in writing and hand-delivered to the offices below or sent by registered or certified mail to the respective addresses as shown below or such other address as a party may designate by written notice in accordance with this provision. Notices shall be effective upon receipt. Facsimile shall not be considered effective delivery of notice.

Pamela J. Odom, Superintendent of Schools
Syracuse City School District SCSD
725 Harrison Street
Syracuse, New York 13210

17. Severability:

If any provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

18. Force Majeure.

Except for payment obligations for services actually rendered hereunder, neither party shall be liable for any failure or delay in or termination of its performance under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as “Force Majeure”). SCSD shall have no obligation to pay for services not rendered due to a Force Majeure event, shall have the right to terminate the Agreement immediately upon written notice to Contractor of any Force Majeure event, and shall not be liable for payment under this Agreement upon such termination.

19. Subsequent Modification:

No modification made after execution of this Agreement shall be enforceable unless it is in writing and signed by both parties to this Agreement.

20. Waiver:

The failure or omission of any party hereto to insist, in any instance, upon strict performance by the other party of any term or provision of this Agreement or to exercise any of its rights hereunder shall not be deemed to be a modification of any term hereof or a waiver or relinquishment by the one party of the required future performance of any such term or provision by the other party, nor shall such a failure or

omission constitute a waiver of the right of the one party to insist upon future performance by the other of any such term or provision.

21. Equal Employment Opportunity

Contractor agrees that it will not discriminate against its employees, if any, with respect to the terms and conditions of employment because of race, color, creed, national origin, ethnicity, ancestry, religion, age, sex (including pregnancy), sexual orientation, gender, gender identity, transgender status, marital status, familial status, partnership status, disability, predisposing genetic characteristics, alienage, citizenship, criminal conviction, military or veteran status, status as a victim of domestic violence/stalking/sex offenses, unemployment status, or any other legally prohibited basis in accordance with federal, state and local laws.

22. Prohibition Against Assignment:

Contractor shall be prohibited from assigning, transferring this Agreement or any of its contents, or its right, title or interest therein, or of its power to perform the services required by this Agreement to any other person or corporation without the previous consent, in writing, of the SCSD.

23. *Merger Clause:*

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, not appearing therein shall be of any force or effect.

APPROVED BY:
Syracuse City School District SCSD

APPROVED BY:
Vendor Name _____

Signature

Date

Signature

Date

 Superintendent of Schools
 Title

Title

Signature
Date

Chief Academic Officer

Title

Attachment A
SCSD Agreement/Subaward Agreement

By signing the Agreement/Subaward Agreement, the authorized official of the Contractor certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Federal Leadership on Reducing Text Messaging While Driving

Contractor acknowledges that it is prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving, and certifies compliance with Executive Order 13513 titled “Federal Leadership on Reducing Text Messaging While Driving” by Contractor, its officers, employees, agents, representatives, and subcontractors.

Certification Regarding Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension and Other Responsibility Matters

Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Uniform Guidance Assurance & Reporting

Contractor assures the Syracuse City School SCSD that it complies with OMB-Uniform Guidance, as updated effective October 1, 2024, and any other subsequent updated versions thereafter, or applicable audit standards related to Contractor organization, and that it will notify SCSD of completion of required audits and of any adverse findings, which impact this MOA/Subaward. The Contractor will adhere to any awarding agency requirements and regulations pertaining to reporting and will provide SCSD with requested information in a timely manner, should such request be made.

**Contracting with Small and Minority Businesses,
Women's Business Enterprises, and Labor Surplus Area Firms**

If subcontracts for this contract are to be let, the Contractor, who is the Prime Contractor pursuant to CFR 200.321, is required to take the affirmative steps listed in paragraphs (1) through (5) of this section to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Remedies for Breach, Sanctions, Penalties

Should Contractor breach any provisions of this agreement, SCSD may temporarily withhold payments pending correction of the deficiency; disallow all or part of the cost of the activity not in compliance; wholly or partly suspend or terminate the current agreement with the Contractor; withhold further contracts/agreements with Contractor; or, take other legal remedies which may be available to SCSD.

Compliance with Federal Statutes and Executive Orders

Contractor certifies that it complies with the following:

Compliance with Executive Order 13513 titled "Federal Leadership on Reducing Text Messaging While Driving" (American Rescue Plan Act)

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Compliance with Copeland "Anti-Kickback" Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 5).

Compliance with the wage rate requirements (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with the Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act as amended (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as amended (42 U.S.C. 6321-6326)

Domestic preferences for procurements (2 CFR Part 200.322)

Other contract provisions required by applicable law, including but not limited to 2 CFR 200.327 and Appendix II to 2 CFR 200.

Copyrights and Patent Rights

The Federal Awarding Agency, where applicable, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Contractor will adhere to any awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this agreement.

Records Accessories

The Contractor agrees to provide access by SCSD, the grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention

The Contractor agrees to retain all records in relation to this agreement for the longer of (1) the minimum period of time set forth in the LGS-1 Records Retention & Disposition Schedule; and (2) five (5) years after the project period had ended all other pending matters are closed.

Attachment B
Data Privacy Plan And Parents' Bill Of Rights For
Data Security And Privacy

Pursuant to Section 2-d of the Education Law, agreements entered between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, the [NAME of CONTRACTOR] agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contactor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy and Parents' Bill of Rights for Data Security and Privacy available here: [<http://www.syracusecityschools.com/districtpage.cfm?pageid=596>] and incorporated herein by reference.
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in the *Description of Services* Paragraph of the Contract only for the term of the Contract as set forth in the *Term and Termination* Paragraph.
4. The Contractor shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:
 - a. PII data will be protected using encryption while in motion and at rest by [ENTER HOW].
 - b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by [ENTER HOW STORED]. The security of this data will be ensured by [ENTER SECURITY SAFEGUARDS].
 - c. Physical access to PII by individuals or entities described in paragraph 5 below shall be controlled as follows: [DESCRIBE]
5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.
 - a. By initialing here _____ Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 7 below.
 - b. [IF SUBCONTRACTORS ARE USED DESCRIBE HOW CONTRACTOR WILL "MANAGE RELATIONSHIPS"]
6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d).

Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: [DESCRIBE]

7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 5 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.
8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Specifically, [ENTER TRANSFER AND/OR DESTRUCTION INFORMATION (i.e., whether, when and in what format the data will be returned to the district, and/or whether, when and how the data will be destroyed)]
9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected by [ENTER PROTOCOL; (i.e., in writing, to whom)]
10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. [DESCRIBE – below are minimum requirements]
 - a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District’s data privacy officer by phone and by email.
 - b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
 - c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.
11. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
12. Parents have the right to file complaints with the District about possible privacy breaches of student data by the District’s third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov.

The District shall publish this contract addendum on its website.

Signed By:

VENDOR NAME

Signature Date

Title

Attachment C
Additional Understandings
Between
SCSD and Community Agency Contractor

These additional Understandings between SCSD and Contractor:

- are intended to state a set of shared principles for the development of program specific agreements among SCSD and Contractor, a community agency;
- set forth a framework to enable SCSD and Contractor to create a viable Multi-Tiered System of Support for children and families;
- build on the interdependent relationship of all those partners seeking to build improved academic and behavioral outcomes for students;
- will create and sustain strategic relationships to maximize and potentially increase existing resources to be used within the SCSD; and,
- establish a focused point of accountability to ensure all students' right to an education in a safe, civil and caring environment that allows students to be active and contributing members of this community, nation, and world.

Both parties to these Understandings recognize the shared efforts necessary to create and maintain a highly functioning system for improving important academic and behavioral outcomes for all students.

Mission Statement:

To ensure all students' right to an education in a safe, civil and caring environment through a multi-tiered system of supports which addresses the academic and social/emotional developmental needs of all students, utilizes best practices to enhance academic success, and enables all students to become productive, responsible citizens who can succeed in a rapidly changing world.

Goals of these Understandings:

- i. Increase capacity and efficacy to serve all students to ensure social, emotional and academic achievement.
- ii. Create and maintain an infrastructure that links and coordinates system functions.
- iii. Increase family involvement in student's educational success.
- iv. Improve systems collaboration among partners in schools as well as at the district level.

Values:

The parties to these Understandings will seek to employ the following partnership values:

- i. Family Driven —full and meaningful participation of the children and families whom we serve; purposefully seek input from family
- ii. Strengths Based — build on and celebrate what is going well
- iii. Responsive Listening — seek to understand
- iv. Team Based — multidisciplinary approach, shared responsibility for services and outcomes
- v. Data Informed — information to support decisions
- vi. Youth Guided — if youth buy-in they will achieve
- vii. Culturally and Developmentally Responsive and Inclusive — seek to understand and respond in supportive / non-judgmental manner
- viii. Relentlessness — keep working with the students with challenging behaviors and dedicated to keeping them in class and ready to learn
- ix. Honoring the work of other partners

Communication:

The parties to these Understandings agree to fully communicate both within agencies and among each other by:

- i. Designating a staff member to attend monthly meetings of the Think Tank for the purpose of shared decision-making, assessing needs/gaps, planning, sharing of data, and ongoing program evaluation;
- ii. Sharing information to the fullest extent possible, within the parameters of applicable regulations and respect for family privacy, in support of school success as allowed by HIPAA, Social Services Law, FERPA and Common Core Standards Act, in accordance with the Agreement and **Attachment B**;
- iii. Abiding by the SCSD Parents' Bill of Rights for Data Privacy and Security:
 - a. The Syracuse City School District does not sell or release a student's personally identifiable information for any commercial purposes;
 - b. Parents have the right to inspect and review the complete contents of their child's education record;
 - c. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- iv. Developing common information sharing protocols and utilizing internal records management protocols to respect each other's confidentiality mandates;
- v. Conducting cross trainings among stakeholder staff to increase understanding of our various services, processes and offerings;
- vi. Assigning resources to participate in weekly School Intervention Team meetings and providing an updated roster to the lead social worker of the buildings for which the respective party is responsible; and,
- vii. Providing informed consent to parents for work that relates to their students.

Accountability:

The parties to these Understandings agree to foster accountability and sustain the process by:

- i. Clearly defining performance indicators, outcomes and shared data within the partnership;
- ii. In collaboration with the SCSD Think Tank, defining the criteria for students that are responding and not responding to the service;
- iii. Ensuring that the Student Intervention Team and/or the School Social worker goes through a process with the partner prior to discharge of cases to ensure the student and family are supported appropriately;
- iv. Conducting annual audits of effectiveness, relevance and implementation of partnership services provided to SCSD students and families and share results with Syracuse City School District Student Support Services. Audits should report data by race, gender, special education distinction and ethnicity;
- v. Establishing evidence informed training curriculum and professional development practices for all external and internal partners;
- vi. Providing a plan to aggressively outreach to referrals from SIT team and the corresponding engagement benchmarks within a timely window for each service;
- vii. Providing and facilitating access to student and participant data and records for the purpose of assessing student achievement and attainment of program goals and objectives as allowed by HIPAA, Social Services Law, FERPA and Common Core Standards Act;
- viii. Establishing and sharing protocols for discharge with teams at school and district level;
- ix. Designating the lead school social worker is the single point person for interventions and referrals to all supports and services associated with these Understandings;
- x. Committing to a "no reject" policy without the prior consultation with appropriate school or district staff; and,
- xi. Committing to an open door to all students and make it our responsibility to put forth the highest effort to engage with the student and family.

Resources:

The parties to these Understandings agree to maximize resources by:

- i. Leveraging funds to meet the goals of the Agreement;
- ii. Supporting innovation and enhancing service delivery whenever possible;
- iii. Offering trainings to all partners and their staff in the Think Tank either at the school or district level. The training should focus on the school team and its needs rather than the program specific needs;
- iv. Assisting in identifying potential resources to enhance service provision and ensure program sustainability;
- v. Ensuring that a minimum of 90% of slots will be filled from October 15 through June 30 of each school year in order to maximize utilization of services; and,
- vi. Ensuring that every student support staff team member and every service provider select a scheduled time block of a minimum of 2 hours every week to serve an "on call" support duty (to be available in situations when a student's coach is not available, a crisis situations in which a student doesn't have a coach, or when a student needs immediate attention in BIC.)