

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, effective on the date last executed by and between the **Rochester City School District**, having its principal office at 131 West Broad Street, Rochester, New York 14614, (hereinafter referred to as the "District") and **Bank Street College of Education**, (hereinafter referred to as "Bank Street"), having its principal office at 610 West 112th Street, New York, NY 10025 and **New York City Leadership Academy** (hereinafter referred to as "NYCLA"), having its principal office at ~~4518 Ct. Square W.~~, Long Island City, New York 11101.

10-27 46th Avenue NBC
WHEREAS, Bank Street improves the education of children and their teachers by applying to the education process all available knowledge about learning and growth, and by connecting teaching and learning meaningfully to the outside world. NYCLA, envisions a nation where every school and school system is led by transformation leaders who prepare all children, especially the traditionally underserved, for success; and

WHEREAS, Bank Street's Educational Leadership Programs prepare candidates for school leadership, district leadership, and more. Candidates study strategies for urban school reform with coursework and supervised fieldwork focused on case studies of effective instructional improvement in urban settings, all while continuing their current jobs. NYCLA's Aspiring Principals Program Model is their flagship program, and a nationally recognized standards-based program that uses experiential learning methods to develop the real-world skills necessary for effective school leadership, helping aspiring leaders become the change agents who can inspire teachers and foster educational equity; and

WHEREAS, the District seeks to be a partner and the lead applicant on the Model P-20 Partnership for Principal Preparation grant in order to collaborate on the re-design of preparation programs so aspiring building leaders who emerge are better equipped to take on the challenges of leading high-need schools and to achieve improved outcomes for all students. Should a more comprehensive Agreement be needed after the District is awarded the grant, then this Agreement may be amended, in writing, accordingly.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, the District, Bank Street and NYCLA do hereby agree as follows:

I. TERM

The term of this Agreement shall commence on the later of October 1, 2020 or the Effective Date and shall end on October 31, 2021. Either party may terminate this Agreement at any time upon twenty (20) days written notice.

JOINT DUTIES AND OBLIGATIONS:

- Develop competencies aligned to the 2015 Professional Standards for Educational Leaders and use those as the focal point for competency-based determination of candidate readiness for certification, including means by which said candidates are expected to demonstrate proficiency with respect to these competencies

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Bank Street initials

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NYCLA initials

- Develop competency-based assessments that determine if the candidate has in fact demonstrated the ability to take on the challenges and responsibilities of leading a school
- Design and implement a process whereby judgement of candidate readiness for certification as a School Building Leader are made by representatives of both Bank Street and the District
- Develop competency-based internship experiences with a shared understanding of how and when the candidates will demonstrate mastery, and shall jointly supervise said experiences

II. **BANK STREET AND NYCLA DUTIES AND OBLIGATIONS**

Bank Street and NYCLA shall:

- Provide the District with support in defining the qualifications, expectations, and professional responsibilities of mentors and coaches of aspiring principals; and assist the District in building internal capacity to mentor and coach
- Provide the District with any program data requested by the District in order to inform the Department's third-party evaluation
- Assist the District in designing ways to build sustainability through reliable and stable funding sources into the pilot


III. **DISTRICT DUTIES AND OBLIGATIONS**

The District shall:

- Act as Applicant/Fiscal Agent for this grant and be responsible for the receipt and expenditure of all grant funds, and the submission of all program and expenditure reports to NYSED
- Not act solely as a flow-through for grant funds to pass to other recipients.
- Provide the direct services required by the program
- Enroll a cohort of aspiring principal candidates. This will be a minim cohort of 15
- Provide extended (year long) internship learning experiences, along with joint supervision, for the cohort candidates based on the jointly development competencies
- Provide high-quality coaching and mentoring support to the candidates throughout the internship and continuing through the first full year that the candidate is in a principal position in the District
- Monitor the identification, development and placement of school leader candidates and provide data on these candidates to the Department so that credible third-party evaluation can be conducted to monitor and quantify model impact. The District and its partners are NOT expected to shoulder said evaluation costs
- Provide sufficient space and other allowable resources for the effective operation of project activities


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Bank Street initials


NYCLA initials

IV. RELATIONSHIP OF PARTIES

No agency or employee of either Party shall be deemed an agent or employee of the other Party. Each Party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

V. INDEPENDENT CONTRACTOR

Entity for the purposes of carrying out its respective duties and responsibilities under this Agreement, shall be and perform at all times as an independent contractor. Neither Party will be under the direction or supervision of the other in the performance of its duties under this Agreement. Nothing herein shall be construed to create an employer/employee relationship between the Parties or between either Party and the employees or contractors of the other Party. Neither Party nor its employees or contractors shall be eligible for any employee benefits programs of the other Party nor shall they have any claim under this Agreement or otherwise against the other Party for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits, or any other employee benefits of any kind.

VI. NO OTHER OBLIGATIONS CREATED

By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatory hereto.

VII. CONFIDENTIALITY AND NON-DISCLOSURE


Entity acknowledges and agrees that, in the course of providing services to the District, Entity will obtain confidential information and records about the District, including, but not limited to, information about students, employees, District practices and procedures and financial information. Entity agrees that it shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), the New York State Education Law and the Health Insurance Portability and Accountability Act ("HIPAA"). 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 the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501). Entity 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.

VIII. LIABILITY AND INDEMNIFICATION

Entity agrees to indemnify and save harmless against any liability, loss, damage, suit, charge, attorneys' fees and expenses of any kind or nature which the District may directly or indirectly incur or be required to pay by reason or in consequence of the negligent act or omission of Entity, its agents, employees, contractors or volunteers arising under this Agreement. Further, the Entity covenants that if a claim or demand is asserted which might result in liability, it will give prompt notice thereof in writing to the District and will cooperate in the defense of such matter.


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Bank Street initials


NYCLA initials

IX. PROHIBITION OF ASSIGNMENT

The Parties are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of all the other Parties.

X. DISPUTE RESOLUTION

This Agreement will be governed by the laws of the State of New York without regard for conflict of law principles. The State and Federal Courts located in Monroe County, New York shall be the exclusive forums for resolving all disputes arising from or relating to this Agreement. Without limiting the foregoing, the Parties agree to attempt to resolve any disputes through discussion and negotiation prior to commencing any legal action, but no liability will attach and action shall be dismissed for failure to comply with this subdivision.

XI. NOTICES

All notices required or permitted to be provided herein shall be furnished by hand delivery, overnight mail or certified mail return receipt requested and shall be effective upon receipt.

Notices shall be provided to the Parties at the following addresses:

To: Rochester City School District
131 West Broad Street
Rochester, New York 14614
Attention: General Counsel

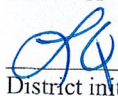
To: Bank Street College of Education
610 West 112th Street
New York, NY 10025
Attention: Tracy Frey-Oliver, Deputy Executive Director

To: New York City Leadership Academy
~~4518 Ct. Square W.~~, 10-27 46th Ave., NYC
Long Island City, New York 11101
Attention: ~~Irma Zardoya~~, President and CEO
Nancy B. Gutiérrez NYC

XII. CERTIFICATION, DISCLOSURE, AND COMPLIANCE WITH ALL LAWS

By entering into this Agreement, the Consultant certifies and affirms that he/she/it is a valid legal entity (or authorized individual), currently in good standing, and possesses all licenses, credentials or authorizations required by law to conduct the services contracted for herein. In addition, Consultant certifies and affirms that all disclosures to the District required by law have been made, including any known or potential conflict of interest as a result of this Agreement involving any District employee or family member. Consultant 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 the NYS debarred or ineligible list, and that no subcontractor that is identified on the prohibited, debarred, or ineligible lists will be utilized hereunder.

Consultant further agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations, District Code of Conduct and policies,


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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.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

XIV. NO WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by either Party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent either party from enforcing each and every term of this Agreement thereafter.

XV. GOVERNING LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, State of New York.

XVI. AUTHORITY TO CONTRACT

Entity represents and warrants that it has the authority and power to enter into this Agreement with the District.

XVII. ENTIRE AGREEMENT

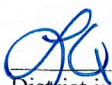
This Agreement sets for the entire agreement between the Parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the Parties hereto.

XVIII. FORCE MAJEURE

In the event either party is unable to perform its obligations under the terms of this Agreement because of events beyond such Party's reasonable control such as Acts of God including fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, epidemic, pandemic, any strike or labor disturbance, or any other event similar to those enumerated above, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. Notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly but no later than fourteen (14) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. Notwithstanding the foregoing, the parties shall act in good faith to seek a resolution of the delay or failure to perform.

XIX. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

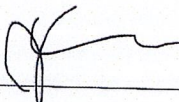

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year noted below.

BANK STREET COLLEGE OF EDUCATION

By: 

Print Name: Justin Tyack

Title: Chief Operating Officer

Dated: 7/15/20

NEW YORK CITY LEADERSHIP ACADEMY

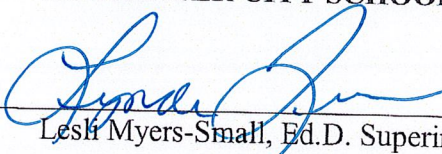
By: Nancy B. Gutiérrez *mb*

Print Name: Nancy B. Gutiérrez

Title: President and CEO

Dated: 7/15/2020

ROCHESTER CITY SCHOOL DISTRICT

By:  /LMS
Lesh Myers-Small, Ed.D. Superintendent

Dated: 7/15/2020


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Bank Street initials

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NYCLA initials

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective on the date last executed by the parties hereto ("Effective Date"), and between the **Rochester City School District**, having its principal office at 131 West Broad Street, Rochester, New York 14614, (hereinafter referred to as the "District") and **New York City Leadership Academy**, (hereinafter referred to as "Consultant") having its principal office at 45-18 Court Square, Long Island City, New York 11101.

WHEREAS, the District requires at various times and for various purposes, **educational leadership programs and services**, and desires to enter into this Agreement with the Consultant for the provision of **educational leadership programs and services** to the District; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to its services to the District, upon the terms and conditions hereinafter set forth; and

WHEREAS, the Consultant represents itself able, specially trained and possessing the necessary skills, experience, education, competency, and licenses or credentials to perform the required services;

NOW, THEREFORE, the District and the Consultant agree as follows:

Section 1. TERM

The term of this Agreement shall commence on the later of July 1, 2018 or the Effective Date and shall end on September 30, 2019. Either party may terminate this Agreement at any time upon twenty (20) days written notice.

CONSULTANT IS NOT AUTHORIZED TO PROVIDE ANY SERVICES, OR INCUR ANY EXPENSES, UNTIL THIS AGREEMENT HAS BEEN FULLY EXECUTED.

Section 2. SCOPE OF SERVICES

Consultant shall perform the following services in a manner satisfactory to the District's Authorized Agent:

- Develop a Principal Preparation Program for approximately fifteen (15) District teachers who aspire to be principals
- District teachers will receive thirty (30) graduate credit hours of coursework and instruction followed by a one year internship at a District school
- Jointly develop (with the District & Bank Street) competencies aligned to the 2015 Professional Standards for Educational Leaders for use as focal point for competency based determination of candidate readiness for certification, including proficiency demonstration expectations;
- Jointly develop (with the District & Bank Street) competency-based assessments that determine if the candidate has in fact demonstrated the ability to take on the challenges and responsibilities of leading a school;

- Jointly (with the District & Bank Street) design and implement a process whereby a judgment can be made regarding candidate readiness for certification as a School Building Leader are made by representatives of both Bank Street and the District;
- Jointly (with the District & Bank Street) develop competency-based internship experiences with a shared understanding of how and when the candidates will demonstrate mastery, and shall jointly supervise said experiences;
- Provide the District (jointly with Bank Street) with support in defining the qualifications, expectations and professional responsibilities of mentors, coaches and facilitators of aspiring principals and assist the District in building internal capacity to mentor and coach;
- Provide the District (jointly with Bank Street) with any program data requested by the District in order to inform the Department's third-party evaluation; and
Assist the District (jointly with Bank Street) in designing ways to build sustainability through reliable and stable funding sources in the pilot.

To perform these services, the District shall provide the Consultant the following facilities: Central Office and other schools to be determined.

Section 3. EVALUATION OF CONSULTANT'S SERVICES

Consultant understands that the District's representative is required to provide an evaluation of the Consultant's services. The District's representative reserves the right to monitor and/or evaluate the services provided by conducting on-site visits and observations, surveys and/or interviews with participants and stakeholders, document and artifact collection and review, and any other applicable means. The District's representative will evaluate the Consultant's services using the following measures:

- Completion of mentor and mentee evaluation forms at end of the program

Section 4. FEE

The total fee payable to the Consultant shall not exceed Two Hundred Twenty One Thousand Eight Hundred Fifty Dollars (**\$221,850.00**). **Travel and all other related expenses shall be the Consultant's sole responsibility. If this fee is contingent upon the receipt of a grant and the grant funds are not received, this Agreement shall be null and void.**

Consultant shall prepare and submit a detailed invoice to the District for services performed. The District'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 District. **No payment shall be owed or made to Consultant for services commenced, or expenses incurred, prior to the Effective Date of this Agreement.**

The District shall be entitled to offset any payment due the Consultant for approved services by the amount of any and all unapproved services. The District shall be entitled to recoupment from the Consultant of any payments made to the Consultant for unapproved services, or for failure to deliver approved services set forth in this Agreement.

Please submit invoices with identifying Purchase Order number electronically to accountspayable@rcsdk12.org. If this option is not feasible, invoices may be mailed to RCSD Accounts

Payable Department, 131 W. Broad Street, Rochester, NY 14614-1103. Invoices without a valid Purchase Order number will delay payment. All invoices must be submitted to the District's Accounts Payable Department no later than **September 15, 2019**. The District shall not be responsible to pay for invoices received after the above-referenced date.

Section 5. STUDENT DATA

Consultant agrees that it has not and will not request any data containing personally identifiable information as that term is defined under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA"). To the extent that the Consultant in the execution of its services under the Agreement requests data, they must have a legitimate reason in requesting said data, and any data so obtained will not contain any personally identifiable information, but may include aggregate publically available information.

Should Consultant request and receive any data which it has reason to believe contains personally identifiable information, Consultant will take all reasonable measures to safeguard said data and will promptly notify the District. Consultant will not share the data with third parties or subcontractors, and upon investigation by the District, may be directed to return and/or securely destroy same. The Consultant will also promptly notify the District when they or their subcontractors become aware of any actual or potential security or data breach relating to the information shared under this Agreement. All steps to mitigate and rectify the consequences of such a breach, including notification to impacted parties, shall be undertaken by the Consultant at its sole expense. The District will be entitled as a matter of right to seek injunctive relief to prevent a continuing breach of security, or data protection violation, without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing will be deemed to limit or abridge any other remedy available to the District at law or in equity.

Section 6. WORK PRODUCT

Except this Agreement expressly permits or otherwise permitted by U.S. Copyright law, copyright and Intellectual Property Rights in materials created or fixed in any tangible medium of expression by NYC Leadership Academy (Consultant) in the performance of this Agreement shall rest in NYC Leadership Academy. However, NYC Leadership Academy grants Rochester City Schools (the District) a royalty-free, nonexclusive, perpetual, and irrevocable license to reproduce, copy, adapt, distribute, publicly display, perform, make derivative works of or otherwise use the materials created pursuant to this Agreement. The District agrees not to license, assign or otherwise transfer any of the materials created by NYC Leadership Academy pursuant to this Agreement to, or permit the use of such materials by, any third person or entity. Consultant warrants that their work is not already in the public domain and, does not violate copyright law, privacy and is not libelous, obscene or unlawful.

Section 7. EQUIPMENT, MATERIALS AND SUPPLIES

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

Section 8. CONFIDENTIALITY AND NON-DISCLOSURE

Consultant acknowledges and agrees that, in the course of providing services to the District, the Consultant will obtain confidential information and records about the District, including, but not limited to, information about students, employees, District practices and procedures and financial information. The Consultant agrees that it shall comply with all applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), the New York State Education Law and the Health Insurance Portability and Accountability Act ("HIPAA"). 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 the Health Insurance Portability and Accountability Act of 1996. 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 Consultant 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.

Section 9. FINGERPRINTING

Pursuant to NYS Department of Education, Consultant and/or employees/subcontractors providing services under this Agreement, who will have direct student contact, for 5 days or more, shall obtain fingerprinting clearance. Consultant must submit a list of all employees/subcontractors who will be providing services to the District under this Agreement, and proof to the District of such fingerprinting clearance, prior to the commencement of services. Consultant shall not permit any individual who has not satisfied these requirements to provide any services under this Agreement. The District may, in its sole discretion, terminate this Agreement where Consultant has failed to meet the requirements of this Paragraph. Consultant shall make no demand for, nor be entitled to receive, any additional compensation of any kind for any and all fees and costs for fingerprinting clearance procedures. Consultant shall immediately notify the District in a manner consistent with this Agreement if any individual subject to fingerprinting clearance has been arrested and/or charged with a felony or misdemeanor in any jurisdiction.

Section 10. RIGHT TO CURE

In the event Consultant defaults in the performance of this Agreement in whole, or in part, the District may take over the work to be performed and complete the same by contract or otherwise, and Consultant shall be liable to the District for any excess cost occasioned thereby. The total fee payable to Consultant 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 District bears to the value of the work contemplated by this Agreement.

Section 11. NOTICES

All notices required or permitted to be provided herein shall be furnished by hand delivery, overnight mail or certified mail return receipt requested and shall be effective upon receipt.

Notices shall be provided to the Parties at the following addresses:

To: Rochester City School District
131 West Broad Street
Rochester, New York 14614
Attention: General Counsel

To: New York City Leadership Academy
45-18 Court Square
Long Island, City, New York 11101
Attention: Kathleen Nadurak, COO

Section 12. INDEPENDENT CONTRACTOR

Consultant for the purposes of carrying out its respective duties and responsibilities under this Agreement, shall be and perform at all times as an independent contractor. Neither Party will be under the direction or supervision of the other in the performance of its duties under this Agreement. Nothing herein shall be construed to create an employer/employee relationship between the Parties or between either Party and the employees or contractors of the other Party. Neither Party nor its employees or contractors shall be eligible for any employee benefits programs of the other Party nor shall they have any claim under this Agreement or otherwise against the other Party for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits, or any other employee benefits of any kind.

Section 13. CONSULTANT'S LIABILITY

Consultant hereby agrees to defend and indemnify the District against any and all claims, suits and liability, including attorney fees, which the District may incur in consequences of the intentional wrongful act or negligent act or omission of Consultant, or its officers, employees, subcontractors, agents, volunteers, or representatives. If a claim or suit is brought against the District for which Consultant may be responsible, in whole or in part, then Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

The District hereby agrees to defend and indemnify the Consultant against any and all claims, suits and liability, including attorney fees, which the Consultant may incur in consequences of intentional wrongful act or negligent act or omission of the District, or its officers, employees, subcontractors, agents, volunteers, or representatives. If a claimor suit is brought against the Consultant for which the District may be responsible, in whole or in part, then the District shall be notified and shall handle or participate in the handling of the defense of such matter

Section 14. CONTRACT SUBJECT TO NEW YORK STATE RETIREMENT SYSTEM APPROVAL/CONTRACT DEEMED EXECUTORY

If Consultant, or any individual working for the Consultant under this Agreement, is a NYS 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. This Agreement shall be deemed executory only to the extent of funds

appropriated by the District, and available for the purpose of this Agreement, and no liability on account thereof shall be incurred by the District beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the District to request, appropriate or make additional funds available for the purpose of this Agreement.

Section 15. TAX

As the District is exempt from paying excise or sales taxes of any jurisdiction, the District will not accept or pay any invoices or vouchers for such taxes.

Section 16. EQUAL EMPLOYMENT OPPORTUNITY

Consultant agrees that it will not discriminate against its employees (if any) with respect to terms and conditions of employment because of race, color, religion, gender, age, disability, national origin, sexual orientation, or marital or veteran status, in violation of any federal or state Civil Rights Acts or the Americans with Disabilities Act. Consultant also agrees to make a good faith effort to employ minority group persons and females in the hiring of employees for performance of services under this Agreement.

Section 17. GENERAL LIABILITY INSURANCE

The Consultant shall provide proof of General Liability Insurance, naming the District as an additional insured, acceptable to the District, duly subscribed by an insurance carrier, in the following amounts required by the District:

- \$1,000,000 – Per Incident
- \$2,000,000 – Aggregate

Primary, non-contributory: For any claims related to this agreement, the Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

If required: Sexual Abuse and Molestation insurance, either under the General Liability Insurance or in a separate policy, with coverage not less than one million dollars (\$1,000,000). Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of one (1) year following the expiration of the agreement.

If the Consultant elects not to obtain General Liability insurance under this agreement, the Consultant must complete and submit for approval to the Office of the General Counsel, a "Waiver Application for General or Professional Liability Insurance" form. If waiver of general liability insurance is approved, it does not release the Consultant from responsibility for any claim or demand.

Section 18. PROFESSIONAL OR EDUCATORS PROFESSIONAL LIABILITY INSURANCE

The Consultant shall procure at its own expense professional liability insurance for services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of One Million Dollars. The Consultant shall provide the District with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a thirty (30) day cancellation clause which shall provide that the District shall be notified not less than thirty (30) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least thirty (30) days' notice to the District of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.

If the Consultant elects not to obtain Professional Liability insurance under this agreement, the Consultant must complete and submit for approval to the Office of the General Counsel, a "Waiver Application for General or Professional Liability Insurance" form. If waiver of professional liability insurance is approved, it does not release the Consultant from responsibility for any claim or demand.

Section 19. WORKERS' COMPENSATION

Consultant shall secure workers 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 Consultant's residence, whichever may apply. Consultant shall provide proof acceptable to the District, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured or provide a Certificate of Attestation of Exemption, Form CE-200, from the New York State Worker's Compensation Board.

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

Section 20. COMPLIANCE WITH ALL LAWS

Consultant agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations 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.

Section 21. AUDIT

Consultant shall provide to District, immediately upon District's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this Agreement up to three (3) years after termination of agreement without cost to the District.

Section 22. PROHIBITION AGAINST ASSIGNMENT

Consultant shall be prohibited from assigning, transferring, conveying, or otherwise disposing of 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 District.

Section 23. DISPUTE RESOLUTION

This Agreement will be governed by the laws of the State of New York without regard for conflict of law principles. The State and Federal Courts located in Monroe County, New York shall be the exclusive forums for resolving all disputes arising from or relating to this Agreement. Without limiting the foregoing, the Parties agree to attempt to resolve any disputes through discussion and negotiation prior to commencing any legal action, but no liability will attach and action shall be dismissed for failure to comply with this subdivision.

Section 24. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by the parties.

Section 25. NON-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the District, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the District from enforcing each and every term of this Agreement thereafter.

Section 26. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 27. GOVERNING LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year last written below.

NEW YORK CITY LEADERSHIP ACADEMY

By: Kg Nadurak
Print name: Kathleen G Nadurak
Title: C.O.O.
Date: 3/13/19

ROCHESTER CITY SCHOOL DISTRICT

By: Daniel Lowengard (I.C.)
Daniel Lowengard, Interim Superintendent
Date: 3-15-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2019

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).

PRODUCER The Schaefer Agency, Inc. 201 E. Main Street P.O. Box 688 Smithtown NY 11787		CONTACT NAME: Anne Fusaro PHONE (A/C, No, Ext): (631) 979-7474 FAX (A/C, No): (631) 979-7485 E-MAIL ADDRESS: annef@schaeferagency.net	
INSURED NYC LEADERSHIP ACADEMY, INC 45-18 COURT SQUARE 2ND FLOOR LONG ISLAND CITY, NY 11101		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER: 18-19 MASTER

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	ADOL 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:			PHPK1872114	10/8/2018	10/8/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1872114	10/8/2018	10/8/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> RETENTION \$ 10,000			PHUB644876	10/8/2018	10/8/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input type="checkbox"/> 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 <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			PHPK1872114	10/8/2018	10/8/2019	1,000,000 EACH INCIDENT 2,000,000 AGGREGATE

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

AS REQUIRED BY WRITTEN CONTRACT, THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

ROCHESTER CITY SCHOOL DISTRICT
131 WEST BROAD STREET
ROCHESTER, NY 14614

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

C Schaefer/MARIA

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROWNSTONE AGENCY INC. MURPHY & JORDAN, LLC 32 OLD SLIP NEW YORK, NY 10005	CONTACT NAME: KEVIN BARTLEY PHONE (A/C, No, Ext): 212-699-8777 FAX (A/C, No): 212-514-8303 E-MAIL: KBARTLEY@BROWNSTONEAGENCY.COM INSURER(S) AFFORDING COVERAGE INSURER A: HARTFORD ACCIDENT & INDEMNITY CO. NAIC #: 20605 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED NYC LEADERSHIP ACADEMY 45-18 COURT SQUARE 2ND FLOOR LONG ISLAND CITY, NY 11105	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ OTHER:
	AUTOMOBILE LIABILITY ANY AUTO: OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
A	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	13 WBC CB5573	10/08/2018	10/08/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000

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

*** EVIDENCE OF INSURANCE ONLY ***

CERTIFICATE HOLDER**CANCELLATION**

ROCHESTER CITY SCHOOL DISTRICT 131 WEST BROAD STREET ROCHESTER, NEW YORK 14614	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 <i>Thomas Baxter Lehman</i>
--	--

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective on the date last executed by the parties hereto ("Effective Date"), and between the **Rochester City School District**, having its principal office at 131 West Broad Street, Rochester, New York 14614, (hereinafter referred to as the "District") and **New York City Leadership Academy**, (hereinafter referred to as "Consultant") having its principal office at 5-18 Court Square, Long Island City, New York 11101.

WHEREAS, the District requires at various times and for various purposes, **educational leadership program**, and desires to enter into this Agreement with the Consultant for the provision of **educational leadership program** to the District; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to its services to the District, upon the terms and conditions hereinafter set forth; and

WHEREAS, the Consultant represents itself able, specially trained and possessing the necessary skills, experience, education, competency, and licenses or credentials to perform the required services;

NOW, THEREFORE, the District and the Consultant agree as follows:

Section 1. TERM

The term of this Agreement shall commence on the later of February 1, 2020 or the Effective Date and shall end on September 30, 2020. Either party may terminate this Agreement at any time upon twenty (20) days written notice.

CONSULTANT IS NOT AUTHORIZED TO PROVIDE ANY SERVICES, OR INCUR ANY EXPENSES, UNTIL THIS AGREEMENT HAS BEEN FULLY EXECUTED.

Section 2. SCOPE OF SERVICES

Consultant shall perform the following services in a manner satisfactory to the District's Authorized Agent:

- Deliver twelve (12) days of Anti-racist leadership work to candidates between February 1, 2020 and March 20, 2020.
- Facilitating Roc Urban class sessions
- Provide one on one mentor support with each Roc Urban candidates
- Visiting candidates in schools and meeting with mentor Principals
- Documentation support and delivery of materials January 2020 through July 2020
- Participate in panel review mid-year assessment and a final assessment of candidates, and make a recommendations regarding whether or not the candidates has demonstrated the ability to take on the challenges and responsibilities of school building leadership as delineated in the Program Competencies.

To perform these services, the District shall provide the Consultant access to the following facilities: Central and District wide.

Section 3. EVALUATION OF CONSULTANT'S SERVICES

Consultant understands that the District's representative is required to provide an evaluation of the Consultant's services. The District's representative reserves the right to monitor and/or evaluate the services provided by conducting on-site visits and observations, surveys and/or interviews with participants and stakeholders, document and artifact collection and review, and any other applicable means. The District's representative will evaluate the Consultant's services using the following measures: Candidate survey review the effectiveness of the deliverables at the end of the program.

Section 4. FEE

The total fee payable to the Consultant shall not exceed **Thirty Nine Thousand One Hundred Fifty Dollars (\$39,150.00)**. **Travel and all other related expenses shall be the Consultant's sole responsibility. If this fee is contingent upon the receipt of a grant and the grant funds are not received, this Agreement shall be null and void.**

Consultant shall prepare and submit a detailed invoice to the District for services performed. The District'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 District. **No payment shall be owed or made to Consultant for services commenced, or expenses incurred, prior to the Effective Date of this Agreement.**

The District shall be entitled to offset any payment due the Consultant for approved services by the amount of any and all unapproved services. The District shall be entitled to recoupment from the Consultant of any payments made to the Consultant for unapproved services, or for failure to deliver approved services set forth in this Agreement.

Please submit invoices on a monthly basis as work is performed, with the identifying Purchase Order number electronically to accountspayable@rcsdk12.org. If this option is not feasible, invoices may be mailed to RCSD Accounts Payable Department, 131 W. Broad Street, Rochester, NY 14614-1103. Invoices without a valid Purchase Order number will delay payment. The final invoice must be submitted to the District's Accounts Payable Department no later than **September 30, 2020**. The District shall not be responsible to pay for invoices received after the above-referenced date.

Section 5. STUDENT DATA

Consultant agrees that it has not and will not request any data from the District containing personally identifiable student information as that term is defined under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA"). To the extent that the Consultant in the execution of its services under the Agreement requests data, they must have a legitimate reason in requesting said data, and any data so obtained will not contain any personally identifiable information, but may include aggregate publically available information.

Should Consultant request and receive any data which it has reason to believe contains personally identifiable information, Consultant will take all reasonable measures to safeguard said data and will promptly notify the District. Consultant will not share the data with third parties or subcontractors, and upon investigation by the District, may be directed to return and/or securely destroy same. The Consultant will also promptly notify the District when they or their subcontractors become aware of any actual or

potential security or data breach relating to the information shared under this Agreement. All steps to mitigate and rectify the consequences of such a breach, including notification to impacted parties, shall be undertaken by the Consultant at its sole expense. The District will be entitled as a matter of right to seek injunctive relief to prevent a continuing breach of security, or data protection violation, without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing will be deemed to limit or abridge any other remedy available to the District at law or in equity.

Section 6. WORK PRODUCT

All materials produced by Consultant and delivered to the District shall become and remain the property of the District for all purposes (including copyright). The District shall have the right to modify any work product of Consultant other than factual or statistical information or analyses, or opinions or recommendations. With respect to any work product of Consultant that is creative (which term shall be interpreted liberally), Consultant represents and warrants that it is original, has not been previously published, is not in the public domain, does not violate any right of privacy, and is not libelous, obscene or unlawful; Consultant shall be given credit for any creative work product in a manner the District deems appropriate.

Section 7. EQUIPMENT, MATERIALS AND SUPPLIES

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

Section 8. CONFIDENTIALITY AND NON-DISCLOSURE

Consultant acknowledges and agrees that, in the course of providing services to the District, the Consultant will obtain confidential information and records about the District, including, but not limited to, information about students, employees, District practices and procedures and financial information. The Consultant agrees that it shall comply with all applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), the New York State Education Law and the Health Insurance Portability and Accountability Act ("HIPAA"). 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 the Health Insurance Portability and Accountability Act of 1996. 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 Consultant 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.

Section 9. FINGERPRINTING

Pursuant to NYS Department of Education, Consultant and/or employees/subcontractors providing services under this Agreement, who will have direct student contact, for 5 days or more, shall obtain fingerprinting clearance. Consultant must submit a list of all employees/subcontractors who will be providing services to the District under this Agreement, and proof to the District of such fingerprinting clearance, prior to the commencement of services. Consultant shall not permit any individual who has not satisfied these requirements to provide any services under this Agreement. The District may, in its sole discretion, terminate this Agreement where Consultant has failed to meet the requirements of this Paragraph. Consultant shall make no demand for, nor be entitled to receive, any additional compensation of any kind for any and all fees and costs for fingerprinting clearance procedures. Consultant shall immediately notify

the District in a manner consistent with this Agreement if any individual subject to fingerprinting clearance has been arrested and/or charged with a felony or misdemeanor in any jurisdiction.

Section 10. RIGHT TO CURE

In the event Consultant defaults in the performance of this Agreement in whole, or in part, the District may take over the work to be performed and complete the same by contract or otherwise, and Consultant shall be liable to the District for any excess cost occasioned thereby. The total fee payable to Consultant 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 District bears to the value of the work contemplated by this Agreement.

Section 11. NOTICES

All notices required or permitted to be provided herein shall be furnished by hand delivery, overnight mail or certified mail return receipt requested and shall be effective upon receipt.

Notices shall be provided to the Parties at the following addresses:

To: Rochester City School District
131 West Broad Street
Rochester, New York 14614
Attention: General Counsel

To: New York City Leadership Academy
5-18 Court Square
Long Island City, New York 11101
Attention: Marlene Filewich

Section 12. INDEPENDENT CONTRACTOR

Consultant for the purposes of carrying out its respective duties and responsibilities under this Agreement, shall be and perform at all times as an independent contractor. Neither Party will be under the direction or supervision of the other in the performance of its duties under this Agreement. Nothing herein shall be construed to create an employer/employee relationship between the Parties or between either Party and the employees or contractors of the other Party. Neither Party nor its employees or contractors shall be eligible for any employee benefits programs of the other Party nor shall they have any claim under this Agreement or otherwise against the other Party for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits, or any other employee benefits of any kind.

Section 13. CONSULTANT'S LIABILITY

Consultant hereby agrees to defend and indemnify the District against any and all claims, suits and liability, including attorney fees, which the District may incur in consequences of the intentional wrongful act or negligent act or omission of Consultant, or its officers, employees, subcontractors, agents, volunteers, or representatives. If a claim or suit is brought against the District for which Consultant may be responsible, in whole or in part, then Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

[This space intentionally left blank]

Section 14. CONTRACT SUBJECT TO NEW YORK STATE RETIREMENT SYSTEM APPROVAL/CONTRACT DEEMED EXECUTORY

If Consultant, or any individual working for the Consultant under this Agreement, is a NYS 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. This Agreement shall be deemed executory only to the extent of funds appropriated by the District, and available for the purpose of this Agreement, and no liability on account thereof shall be incurred by the District beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the District to request, appropriate or make additional funds available for the purpose of this Agreement.

Section 15. TAX

As the District is exempt from paying excise or sales taxes of any jurisdiction, the District will not accept or pay any invoices or vouchers for such taxes.

Section 16. EQUAL EMPLOYMENT OPPORTUNITY

Consultant agrees that it will not discriminate against its employees (if any) with respect to terms and conditions of employment because of race, color, religion, gender, age, disability, national origin, sexual orientation, or marital or veteran status, in violation of any federal or state Civil Rights Acts or the Americans with Disabilities Act. Consultant also agrees to make a good faith effort to employ minority group persons and females in the hiring of employees for performance of services under this Agreement.

Section 17. GENERAL LIABILITY INSURANCE

The Consultant shall provide proof of General Liability Insurance, naming the District as an additional insured, acceptable to the District, duly subscribed by an insurance carrier, in the following amounts required by the District:

- \$1,000,000 – Per Incident
- \$2,000,000 – Aggregate

Primary, non-contributory: For any claims related to this agreement, the Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

If required: Sexual Abuse and Molestation insurance, either under the General Liability Insurance or in a separate policy, with coverage not less than one million dollars (\$1,000,000). Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of one (1) year following the expiration of the agreement.

If the Consultant elects not to obtain General Liability insurance under this agreement, the Consultant must complete and submit for approval to the Office of the General Counsel, a "Waiver Application for General or Professional Liability Insurance" form. If waiver of general liability insurance is approved, it does not release the Consultant from responsibility for any claim or demand.

Section 18. PROFESSIONAL OR EDUCATORS PROFESSIONAL LIABILITY INSURANCE

The Consultant shall procure at its own expense professional liability insurance for services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of One Million Dollars. The Consultant shall provide the District with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a thirty (30) day cancellation clause which shall provide that the District shall be notified not less than thirty (30) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least thirty (30) days' notice to the District of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.

If the Consultant elects not to obtain Professional Liability insurance under this agreement, the Consultant must complete and submit for approval to the Office of the General Counsel, a "Waiver Application for General or Professional Liability Insurance" form. If waiver of professional liability insurance is approved, it does not release the Consultant from responsibility for any claim or demand.

Section 19. WORKERS' COMPENSATION

Consultant shall secure workers 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 Consultant's residence, whichever may apply. Consultant shall provide proof acceptable to the District, duly subscribed by an insurance carrier that such Workers' Compensation coverage has been secured or provide a Certificate of Attestation of Exemption, Form CE-200, from the New York State Worker's Compensation Board.

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

Section 20. CERTIFICATION, DISCLOSURE, AND COMPLIANCE WITH ALL LAWS

By entering into this Agreement, the Consultant certifies and affirms that the/she/it is a valid legal entity (or authorized individual), currently in good standing, and possesses all licenses, credentials or authorizations required by law to conduct the services contracted for herein. In addition, Consultant certifies and affirms that all disclosures to the District required by law have been made, including any known or potential conflict of interest as a result of this Agreement involving any District employee or family member. Consultant 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 the NYS debarred or ineligible list, and that no subcontractor that is identified on the prohibited, debarred, or ineligible lists will be utilized hereunder.

Consultant further agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations 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.

Section 21. AUDIT

Consultant shall provide to District, immediately upon District's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer

tapes, disks, or other electronic media, pertinent to performance of the services under this Agreement up to three (3) years after termination of agreement without cost to the District.

Section 22. PROHIBITION AGAINST ASSIGNMENT

Consultant shall be prohibited from assigning, transferring, conveying, or otherwise disposing of 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 District.

Section 23. DISPUTE RESOLUTION

This Agreement will be governed by the laws of the State of New York without regard for conflict of law principles. The State and Federal Courts located in Monroe County, New York shall be the exclusive forums for resolving all disputes arising from or relating to this Agreement. Without limiting the foregoing, the Parties agree to attempt to resolve any disputes through discussion and negotiation prior to commencing any legal action, but no liability will attach or action dismissed for failure to comply with this subdivision.

Section 24. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by the parties.

Section 25. NON-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the District, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the District from enforcing each and every term of this Agreement thereafter.

Section 26. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 27. GOVERNING LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, State of New York.

[This space intentionally left blank signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year last written below.

NEW YORK CITY LEADERSHIP ACADEMY

By: K. G. Nadurak
Print name: Kathleen G. Nadurak
Title: C.O.O.
Date: 3/10/20

ROCHESTER CITY SCHOOL DISTRICT

By: Terry Dade
Terry Dade, Superintendent
Date: 3/17/20



Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into this 28th day of November, 2016, by Rochester City School District (RCSD) and the NYC Leadership Academy (NYCLA).

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of RCSD and NYCLA to deliver a 12-month Aspiring Principals Program (APP) to two separate cohorts of participants over two years. Each cohort of aspiring principals will participate in a multi-week in-person summer intensive and a 10-month blended residency curriculum supported by a trained mentor principal, online and face-to-face facilitated sessions, and local site visits from trained district facilitators.

SPECIFIC ROLES AND RESPONSIBILITIES

The partnership of Rochester City School District and NYC Leadership Academy entails the following:

RCSD agrees to:	NYCLA agrees to:
<ul style="list-style-type: none">• Identify up to four facilitators who will be members of the design and delivery team and responsible for recruitment and selection of APP participants in collaboration with school districts. Each facilitator will need to be able to engage in at least 25-30 days of collaborative design and preparation work prior to the program launch in summer 2017; post-launch RCSD will need to dedicate the equivalent of at least one FTE to this work (this time can be shared across multiple individuals).• Select a minimum of 15 participants for each of two cohorts (totaling at least 30 participants over two years)• When recruiting APP participants, identify committed principal mentors to ensure success of the APP participants' year-long residency. Mentor principals must agree to attend mentor/coach training and to participate in visits from district program staff, which will help them	<ul style="list-style-type: none">• Support the design and delivery of a one-year-long sustainable aspiring principals program that will be fashioned after NYCLA's nationally recognized leadership development model.• Leverage American Express grant dollars to cover NYCLA's consultation with RCSD over the course of two years.• Train up to four facilitators from RCSD to deliver a multi-week summer intensive, as well as several blended learning sessions throughout the academic year.• Draw on NYCLA's APP curriculum to plan the year-long curriculum, participant recruitment and selection, and program sustainability.• Adapt a comprehensive simulation school appropriate for RCSD.• Provide training on APP facilitation and mentoring. Mentor training includes: (1) what makes effective mentors, and (2) how to be both supportive and evaluative.

develop skills to support the APPer as well as to coach other staff members in their schools.

- Build buy-in among district staff and stakeholders to value and understand the benefits of having aspiring principals participate in APP and place APP graduates in principal vacancies.
- Allow participants release time during the summer/school year to participate in program sessions as mutually determined during program design phase.
- Allow participants the opportunity to perform "principal-like" activities in addition to their regular responsibilities in their schools.
- Provide space for program training and meeting sessions.

- During year one, co-design and deliver APP participant sessions and mentor training sessions and provide ongoing support to facilitators as they deliver the residency curriculum as well as support the on-site learning of the participants and mentor principals.
- During year two, provide consultation on the district's implementation of APP to a second cohort.

Signature: _____

Name: Barbara Deane-Williams

Title: Superintendent, RCSD

Date: 12/9/2016

Signature: _____

Name: Irma Zardoya

Title: President and CEO, NYC Leadership Academy

Date: 12/12/16

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective on the date last executed by the parties hereto ("Effective Date"), and between the **Rochester City School District**, having its principal office at 131 West Broad Street, Rochester, New York 14614, (hereinafter referred to as the "District") and **The Leadership Academy, Inc.**, (hereinafter referred to as "Consultant") having its principal office at 10-27 46th Avenue, Suite 101, Long Island City, NY 11101.

WHEREAS, the District requires at various times and for various purposes, **partnership** services, and desires to enter into this Agreement with the Consultant for the provision of **partnership** services to the District; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to its services to the District, upon the terms and conditions hereinafter set forth; and

WHEREAS, the Consultant represents itself able, specially trained and possessing the necessary skills, experience, education, competency, and licenses or credentials to perform the required services; and

WHEREAS, the Board of Education has, by Resolution No. 2020-21: 752, adopted April 22, 2021 authorized entry into this agreement.

NOW, THEREFORE, the District and the Consultant agree as follows:

Section 1. TERM

The term of this Agreement shall commence on the later of **April 23, 2021 or the Effective Date and shall end on September 30, 2021.** Either party may terminate this Agreement at any time upon twenty (20) days written notice.

CONSULTANT IS NOT AUTHORIZED TO PROVIDE ANY SERVICES, OR INCUR ANY EXPENSES, UNTIL THIS AGREEMENT HAS BEEN FULLY EXECUTED.

Section 2. SCOPE OF SERVICES

Consultant shall perform the following services in a manner satisfactory to the District's Authorized Agent:

- Deliver 12 days of Anti-Racist Leadership work to candidates of the Roc Urban Program. Included in these 12 days will be:
 - Co-facilitating and providing consultation for Roc Urban class sessions
 - Coaching support with each Roc Urban candidate and mentors
 - Visiting candidates in schools and meeting with mentor principals, virtual or in person to be determined (TBD).
 - Represent in the panel review of the mid-year assessment of candidates and the final assessment of candidates, in partnership with the District and Bank Street College of Education.
 - Make recommendations regarding whether or not the candidate has demonstrated the

ability to take on the challenges and responsibilities of school building leadership as delineated in the Program Competencies

- Provide documentation support and delivery of materials
- Provide mentor training for principals as needed, virtually or in person TBD.

To perform these services, the District shall provide the Consultant access to the following facilities:

- Central Office and schools.

Section 3. EVALUATION OF CONSULTANT'S SERVICES

Consultant understands that the District's representative is required to provide an evaluation of the Consultant's services. The District's representative reserves the right to monitor and/or evaluate the services provided by conducting on-site visits and observations, surveys and/or interviews with participants and stakeholders, document and artifact collection and review, and any other applicable means. The District's representative will evaluate the Consultant's services using the following measures:

- Candidate survey regarding the effectiveness of the deliverables at the end of the program.

Section 4. FEE

The total fee payable to the Consultant shall not exceed **Thirty-Nine Thousand One Hundred Fifty Dollars (\$39,150.00)**. **Travel and all other related expenses shall be the Consultant's sole responsibility.**

Consultant shall prepare and submit a detailed monthly invoice to the District for services performed. If the nature of services provided under this Agreement render monthly invoicing impractical, Consultant shall prepare and submit at least one detailed invoice by the date specified below. The District'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 District. **No payment shall be owed or made to Consultant for services commenced, or expenses incurred, prior to the Effective Date of this Agreement.**

The District shall be entitled to offset any payment due the Consultant for approved services by the amount of any and all unapproved services. The District shall be entitled to recoupment from the Consultant of any payments made to the Consultant for unapproved services, or for failure to deliver approved services set forth in this Agreement.

Please submit invoices with identifying Purchase Order number electronically to accountspayable@rcsdk12.org. If this option is not feasible, invoices may be mailed to RCSD Accounts Payable Department, 131 W. Broad Street, Rochester, NY 14614-1103. Invoices without a valid Purchase Order number will delay payment. All invoices must be submitted to the District's Accounts Payable Department no later than **September 30, 2021**. The District shall not be responsible to pay for invoices received after the above-referenced date.

Section 5. STUDENT DATA

Consultant agrees that it has not and will not request any data from the District containing personally identifiable student information as that term is defined under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA"). To the extent that the Consultant in the execution of its

services under the Agreement requests data, they must have a legitimate reason in requesting said data, and any data so obtained will not contain any personally identifiable information, but may include aggregate publically available information.

Should Consultant request and receive any data which it has reason to believe contains personally identifiable information, Consultant will take all reasonable measures to safeguard said data and will promptly notify the District. Consultant will not share the data with third parties or subcontractors, and upon investigation by the District, may be directed to return and/or securely destroy same. The Consultant will also promptly notify the District when they or their subcontractors become aware of any actual or potential security or data breach relating to the information shared under this Agreement. All steps to mitigate and rectify the consequences of such a breach, including notification to impacted parties, shall be undertaken by the Consultant at its sole expense. The District will be entitled as a matter of right to seek injunctive relief to prevent a continuing breach of security, or data protection violation, without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing will be deemed to limit or abridge any other remedy available to the District at law or in equity.

Section 6. WORK PRODUCT

All materials produced by Consultant and delivered to the District shall become and remain the property of the District for all purposes (including copyright). The District shall have the right to modify any work product of Consultant other than factual or statistical information or analyses, or opinions or recommendations. With respect to any work product of Consultant that is creative (which term shall be interpreted liberally), Consultant represents and warrants that it is original, has not been previously published, is not in the public domain, does not violate any right of privacy, and is not libelous, obscene or unlawful; Consultant shall be given credit for any creative work product in a manner the District deems appropriate.

Section 7. EQUIPMENT, MATERIALS AND SUPPLIES

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

Section 8. CONFIDENTIALITY AND NON-DISCLOSURE

Consultant acknowledges and agrees that, in the course of providing services to the District, the Consultant will obtain confidential information and records about the District, including, but not limited to, information about students, employees, District practices and procedures and financial information. The Consultant agrees that it shall comply with all applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), the New York State Education Law and the Health Insurance Portability and Accountability Act ("HIPAA"). 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 the Health Insurance Portability and Accountability Act of 1996. 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 Consultant 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.

Section 9. FINGERPRINTING

Pursuant to NYS Department of Education, Consultant and/or employees/subcontractors providing services under this Agreement, who will have direct student contact, for 5 days or more, shall obtain fingerprinting clearance. Consultant must submit a list of all employees/subcontractors who will be providing services to the District under this Agreement, and proof to the District of such fingerprinting clearance, prior to the commencement of services. Consultant shall not permit any individual who has not satisfied these requirements to provide any services under this Agreement. The District may, in its sole discretion, terminate this Agreement where Consultant has failed to meet the requirements of this Paragraph. Consultant shall make no demand for, nor be entitled to receive, any additional compensation of any kind for any and all fees and costs for fingerprinting clearance procedures. Consultant shall immediately notify the District in a manner consistent with this Agreement if any individual subject to fingerprinting clearance has been arrested and/or charged with a felony or misdemeanor in any jurisdiction.

Section 10. RIGHT TO CURE

In the event Consultant defaults in the performance of this Agreement in whole, or in part, the District may take over the work to be performed and complete the same by contract or otherwise, and Consultant shall be liable to the District for any excess cost occasioned thereby. The total fee payable to Consultant 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 District bears to the value of the work contemplated by this Agreement.

Section 11. NOTICES

All notices required or permitted to be provided herein shall be furnished by hand delivery, overnight mail or certified mail return receipt requested and shall be effective upon receipt.

Notices shall be provided to the Parties at the following addresses:

To: Rochester City School District
131 West Broad Street
Rochester, New York 14614
Attention: General Counsel

To: The Leadership Academy, Inc.
10-27 46th Avenue, Suite 101
Long Island City, NY 11101
Attention: Joseph Buke, Vice President, Budget & Finance

Section 12. INDEPENDENT CONTRACTOR

Consultant for the purposes of carrying out its respective duties and responsibilities under this Agreement shall be and perform at all times as an independent contractor. Neither Party will be under the direction or supervision of the other in the performance of its duties under this Agreement. Nothing herein shall be construed to create an employer/employee relationship between the Parties or between either Party and the employees or contractors of the other Party. Neither Party nor its employees or contractors shall be eligible for any employee benefits programs of the other Party nor shall they have any claim under this Agreement or otherwise against the other Party for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits, or any other employee benefits of any kind.

Section 13. CONSULTANT'S LIABILITY

Consultant hereby agrees to defend and indemnify the District against any and all claims, suits and liability, including attorney fees, which the District may incur in consequences of the intentional wrongful act or negligent act or omission of Consultant, or its officers, employees, subcontractors, agents, volunteers, or representatives. If a claim or suit is brought against the District for which Consultant may be responsible, in whole or in part, then Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

Section 14. CONTRACT SUBJECT TO NEW YORK STATE RETIREMENT SYSTEM APPROVAL

If Consultant, or any individual working for the Consultant under this Agreement, is a NYS 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.

Section 15. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

This Agreement shall be deemed enforceable only to the extent of funds appropriated by the District, and certified available for the purpose of this Agreement, and no liability on account thereof shall be incurred by the District beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the District to request, appropriate or make additional funds available for the purpose of this Agreement.

Section 16. TAX

As the District is exempt from paying excise or sales taxes of any jurisdiction, the District will not accept or pay any invoices or vouchers for such taxes.

Section 17. EQUAL EMPLOYMENT OPPORTUNITY

Consultant agrees that it will not discriminate against its employees (if any) with respect to terms and conditions of employment because of race, color, religion, gender, age, disability, national origin, sexual orientation, or marital or veteran status, in violation of any federal or state Civil Rights Acts or the Americans with Disabilities Act. Consultant also agrees to make a good faith effort to employ minority group persons and females in the hiring of employees for performance of services under this Agreement.

Section 18. GENERAL LIABILITY INSURANCE

The Consultant shall provide proof of General Liability Insurance, naming the District as an additional insured, acceptable to the District, duly subscribed by an insurance carrier, in the following amounts required by the District:

- \$1,000,000 – Per Incident
- \$2,000,000 – Aggregate

Primary, non-contributory: For any claims related to this agreement, the Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

If required: Sexual Abuse and Molestation insurance, either under the General Liability Insurance or in a separate policy, with coverage not less than one million dollars (\$1,000,000). Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of one (1) year following the expiration of the agreement.

If the Consultant elects not to obtain General Liability insurance under this agreement, the Consultant must complete and submit for approval to the Office of the General Counsel, a "Waiver Application for General or Professional Liability Insurance" form. If waiver of general liability insurance is approved, it does not release the Consultant from responsibility for any claim or demand.

Section 19. PROFESSIONAL OR EDUCATORS PROFESSIONAL LIABILITY INSURANCE

The Consultant shall procure at its own expense professional liability insurance for services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of One Million Dollars. The Consultant shall provide the District with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a thirty (30) day cancellation clause which shall provide that the District shall be notified not less than thirty (30) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least thirty (30) days' notice to the District of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.

If the Consultant elects not to obtain Professional Liability insurance under this agreement, the Consultant must complete and submit for approval to the Office of the General Counsel, a "Waiver Application for General or Professional Liability Insurance" form. If waiver of professional liability insurance is approved, it does not release the Consultant from responsibility for any claim or demand.

Section 20. WORKERS' COMPENSATION

Consultant shall secure workers 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 Consultant's residence, whichever may apply. Consultant shall provide proof acceptable to the District, duly subscribed by an insurance carrier that such Workers' Compensation coverage has been secured or provide a Certificate of Attestation of Exemption, Form CE-200, from the New York State Worker's Compensation Board.

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

Section 21. CERTIFICATION, DISCLOSURE, AND COMPLIANCE WITH ALL LAWS

By entering into this Agreement, the Consultant certifies and affirms that he/she/it is a valid legal entity (or authorized individual), currently in good standing, and possesses all licenses, credentials or authorizations required by law to conduct the services contracted for herein. In addition, Consultant certifies and affirms that all disclosures to the District required by law have been made, including any known or potential conflict of interest as a result of this Agreement involving any District employee or family member. Consultant 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 the NYS debarred or ineligible list, and that no subcontractor that is identified on the prohibited, debarred, or ineligible lists will be utilized hereunder.

Consultant further agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local,

state or federal laws, ordinances, rules or regulations, District 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.

Section 22. AUDIT

Consultant shall provide to District, immediately upon District's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this Agreement up to three (3) years after termination of agreement without cost to the District.

Section 23. PROHIBITION AGAINST ASSIGNMENT

Consultant shall be prohibited from assigning, transferring, conveying, or otherwise disposing of 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 District.

Section 24. DISPUTE RESOLUTION

This Agreement will be governed by the laws of the State of New York without regard for conflict of law principles. The State and Federal Courts located in Monroe County, New York shall be the exclusive forums for resolving all disputes arising from or relating to this Agreement. Without limiting the foregoing, the Parties agree to attempt to resolve any disputes through discussion and negotiation prior to commencing any legal action, but no liability will attach or action dismissed for failure to comply with this subdivision.

Section 25. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by the parties.

Section 26. FORCE MAJEURE

In the event either party is unable to perform its obligations under the terms of this Agreement because of events beyond such Party's reasonable control such as Acts of God including fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, epidemic, pandemic, any strike or labor disturbance, or any other event similar to those enumerated above, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. Notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly but no later than fourteen (14) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. Notwithstanding the foregoing, the parties shall act in good faith to seek a resolution of the delay or failure to perform.

Section 27. NON-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the District, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the District from enforcing each and every term of this Agreement thereafter.

Section 28. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 29. GOVERNING LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year last written below.

THE LEADERSHIP ACADEMY, INC.

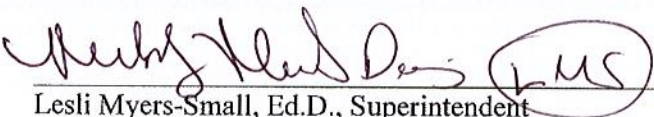
By: Mary Jo Dunnington

Print name: Mary Jo Dunnington

Title: Chief Operating Officer

Date: April 28, 2021

ROCHESTER CITY SCHOOL DISTRICT

By: Lesli Myers-Small, Ed.D., Superintendent 

Date: 5-4-21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2020

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).

PRODUCER The Schaefer Agency, Inc. 201 E. Main Street P.O. Box 688 Smithtown NY 11787		CONTACT NAME: PHONE (A/C, No, Ext): 631-979-7474 FAX (A/C, No): (631) 979-7485 E-MAIL ADDRESS:	
INSURED NYC LEADERSHIP ACADEMY, INC 10-27 46TH AVENUE - FLOOR 1 LONG ISLAND CITY, NY 11101-5245		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER: 20-21 MASTER

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"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2191757	10/8/2020	10/8/2021	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK2191757	10/8/2020	10/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB741706	10/8/2020	10/8/2021	EACH OCCURRENCE \$ 5,000,000
			AGGREGATE \$ 5,000,000				
			\$				
			\$				
A	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 <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
			E L EACH ACCIDENT \$				
			E L DISEASE - EA EMPLOYEE \$				
			E L DISEASE - POLICY LIMIT \$				
A	PROFESSIONAL LIABILITY			PHPK2191757	10/8/2020	10/8/2021	1,000,000 EACH INCIDENT 2,000,000 AGGREGATE

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

AS REQUIRED BY WRITTEN CONTRACT, THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

ROCHESTER CITY SCHOOL DISTRICT
131 WEST BROAD STREET
ROCHESTER, NY 14614

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

C Schaefer/MA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROWNSTONE AGENCY INC. MURPHY & JORDAN, LLC 32 OLD SLIP NEW YORK, NY 10005	CONTACT NAME: KEVIN BARTLEY PHONE (A/C, No, Ext): 212-699-8777 FAX (A/C, No): E-MAIL ADDRESS: KBARTLEY@BROWNSTONEAGENCY.COM
INSURED NYC LEADERSHIP ACADEMY 45-18 COURT SQUARE 2ND FLOOR LONG ISLAND CITY, NY 11105	INSURER(S) AFFORDING COVERAGE INSURER A: HARTFORD ACCIDENT & INDEMNITY CO. NAIC #: 20605 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS ONLY						\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	13 WBC CB5573	10/08/2020	10/08/2021	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N					E L EACH ACCIDENT \$ \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ \$1,000,000
							E L DISEASE - POLICY LIMIT \$ \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

ROCHESTER CITY SCHOOL DISTRICT
131 WEST BROAD ST
ROCHESTER, NY 14614

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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