



MEMO OF UNDERSTANDING SERVICE AGREEMENT

This agreement ["Agreement"] dated MAY 18, 2023, is entered into by and between the Wallkill Central School District, 1500 Rte 208 PO Box 310, Wallkill N.Y. 12589 ["School District"], and The Arc Mid-Hudson ENRICH School-To-Work program, 471 Albany Avenue, Kingston, New York, 12401 ["ENRICH"]. School District and ENRICH are referred to collectively herein as "Parties".

WHEREAS, ENRICH is designed to provide students with the opportunity to evaluate work skills, explore career options, and experience job opportunities in the community; and

WHEREAS, School District desires to have access to ENRICH for its students who are qualified to attend such a program; and

WHEREAS, ENRICH agrees to provide services under this contract in accordance with the scope of work set forth and the conditions set forth below.

NOW, THEREFORE, it is agreed between the Parties, in consideration of their mutual agreements, as follows:

1. The term of this Agreement is for programming during the 2023-2024 school year. ENRICH will follow the School District's academic school calendar.
2. Either Party may terminate this Agreement with sixty (60) days written notice to the other Party.
3. Full day services will be provided between the hours of 8am – 3pm. Half-day services will be provided between the hours of 8:00 a.m. - 11:30 a.m. or 11:45 a.m. - 3 p.m.
4. As an unregistered Work Based Learning participating agency, ENRICH offers hours to support up to 216 hours needed for the Career Development Occupational Studies through Community Based work experience, Community Service and Work/Life skills classes. ENRICH will provide remote learning when necessary. Academic classes and vocational training will be provided during the summer, full days by a certified teacher and job coaches.
5. Remote learning will be provided via Google classroom, if necessary, using several curriculums provided by State Ed, ACCES-VR, DOL and OPWDD to meet vocational goals.
6. ENRICH agrees to conduct the program in compliance with all applicable laws, rules and regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), New York Education Law § 2-d, and 8 NYCRR § 121 et seq. ENRICH further agrees to execute the data privacy addendum and its attachments annexed hereto as Appendix A.
7. ENRICH will provide employability profiles based on various tasks, remote learning on google

classroom and See Saw, class participation and behaviors.

8. The School District will provide transportation to the agreed upon worksite and back to the student's school/home. ENRICH will provide transportation during ENRICH program time.

9. The School District will provide working papers for students who are under 18 years of age, and each student's IEP; psychological evaluation, pertinent records as well as any pertinent behavioral information before a student can attend the ENRICH program.

10. Before a student can attend ENRICH, parents of each student must provide documents such as a picture I.D., birth certificate, Social Security Card, etc. in person in order for ENRICH to complete the Employment Eligibility Verification required by the Department of Homeland Security – Form I-9.

11. Students referred to ISS or other disciplinary action at their home school will not be accepted at ENRICH on that day or for the duration of that disciplinary period.

12. Students will be paid the prevailing minimum wage for all hourly job training experiences.

13. The School District will provide a 1:1 aide for any student as required and stated in their IEP. If the School District chooses, the Enrich program will provide the 1:1 aide for an additional cost as set forth in Exhibit B.

14. The School District agrees to pay the monthly amount per the schedule below for each student enrolled as set forth in Exhibit B.

15. Fees will be based on enrollment, regardless of attendance in the ENRICH program.

16. ENRICH will prepare a monthly invoice statement based on the terms set forth in this agreement and shall forward it to the School District.

17. The School District agrees to make payment within 30 days of receipt of each invoice as set forth in Exhibit A.

18. The Parties will indemnify each other against actions, liabilities, loss, damages and expenses resulting from injury or death of any person or loss of or damage to any tangible real or tangible personal property to the extent that such injury, death, loss or damage is proximately caused by the indemnifying Party's negligent act or omission or intentional misconduct or that of its agents, employees or subcontractors in connection with the performance of its obligations under this Agreement, provided that the indemnifying Party has been notified in writing as soon as practicable of any such claim. The indemnifying Party will have the sole right to control the defense of all such claims and in no event will the indemnified Party settle any claim without the indemnifying Party's prior written approval. Such approval shall not be unreasonably withheld.

19. This Agreement shall be governed by the laws of the State of New York. Venue for any action shall be Ulster County.

20. The Parties agree to make reasonable efforts to resolve differences amicably prior to filing any claim or action. Any dispute arising out of or related to this Agreement, which cannot be resolved by the Parties, shall be referred first to a mediator selected and agreed upon by the Parties. In the event that mediation fails, the dispute shall be referred to a sole arbitrator mutually selected and agreed upon by the Parties. Such arbitration shall be governed by the United States Arbitration Act, and judgment on the award may be entered in any court having jurisdiction. The proceedings will be conducted in a neutral location in Ulster County, or in a location agreed upon by both Parties. The costs of arbitration, including the fees and expenses of the arbitrator, shall be equally shared by the Parties. The arbitrator may determine issues of arbitrability, but may not award punitive damages or limit, expand, or

shared by the Parties. The arbitrator may determine issues of arbitrability, but may not award punitive damages or limit, expand, or otherwise modify the terms of this Agreement.

21. Any notice or other communication required or permitted hereunder shall be in writing and delivered in person or mailed by Certified Mail, Return Receipt Requested, and if to the School District it shall be addressed to it at:

Tara Rounds
Asst. Supt. For Special Education and Intervention Services
1500 Rte 208 PO Box 310, Wallkill N.Y. 12589

And if to Arc Mid-Hudson at:

John McHugh
Chief Executive Officer, Arc Mid-Hudson
471 Albany Avenue
Kingston, NY 12401

22. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect

23. This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement


School District

6/20/23
Date

Laurie Gallagher
Laurie Gallagher, ENRICH Manager

05/17/2023
Date

John T. McHugh
John McHugh, Chief Executive Officer

5-17-2023
Date

Exhibit A

School to Work Rates 2023-2024

Monthly - 10 month	Full Time	Part Time	1:1 Full Time	1:1 Part Time
Five days/wk	\$ 5,109	\$ 2,605	\$ 3,131	\$ 2,205
Four days/wk	\$ 4,087	\$ 2,084	\$ 2,505	\$ 1,764
Three days/wk	\$ 3,065	\$ 1,563	\$ 1,879	\$ 1,323
Two days/wk	\$ 2,044	\$ 1,042	\$ 1,252	\$ 882
One day/wk	\$ 1,022	\$ 521	\$ 626	\$ 441
Summer prog - 6 wks	Full Time	Part Time	1:1 Full Time	1:1 Part Time
Five days/wk	\$ 6,929	\$ 3,811	\$ 4,725	\$ 3,087
Four days/wk	\$ 5,543	\$ 3,049	\$ 3,780	\$ 2,470
Three days/wk	\$ 4,158	\$ 2,287	\$ 2,835	\$ 1,852
Two days/wk	\$ 2,772	\$ 1,524	\$ 1,890	\$ 1,235
One day/wk	\$ 1,386	\$ 762	\$ 945	\$ 617

EXHIBIT A

ADDENDUM TO AGREEMENT

Regarding

Data Privacy and Security

In Accordance with Section 2-d of the New York Education Law

This is an addendum (the "Addendum") to an agreement entered into by between The Arc Mid-Hudson for ENRICH School-To-Work Program, with its principal place of business located at 471 Albany Avenue, Kingston, NY 12401 ("Contractor"), and Wallkill Central School District, with its principal place of business located at 1500 Route 208 Wallkill, NY 12589 ("District"). Upon being executed by Contractor's and District's authorized representatives, this Addendum shall be deemed to have been in full force and effect as of the effective date of the Agreement it amends.

WHEREAS, the District is an educational agency within the meaning of New York State Education Law, Section 2-d ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d; and

WHEREAS, Contractor and its authorized officers, employees, students and agents shall have access to "student personally identifiable information (PII)," "student data" and/or "teacher or principal data" regulated by Section 2-d; and

WHEREAS, the provisions of this Addendum are intended to comply with Section 2-d in all respects. To the extent that any term of the Agreement conflicts with the terms of this Addendum, the terms of this Addendum shall apply and be given effect.

NOW, THEREFORE, it is mutually agreed that the Agreement is hereby amended in accordance with this Addendum, as follows:

1. Confidential Information

1.1 Contractor agrees that in performing the Original Agreement with the District, Contractor may have access to confidential information in the possession of the District, including student, teacher or principal personally identifiable information ("PII"). For the purposes of this Addendum and the Original Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Contractor or developed or maintained by Contractor through any activity related to the Original Agreement. This Confidential information includes student, teacher and/or principal data (as the terms are defined under Section 2-d.

1.2 Contractor agrees to comply with Section 2-d, and the corresponding regulations promulgated by the Commissioner of Education of New York ("Commissioner") thereunder. In addition, Contractor agrees to comply with any changes in Section 2-d, or the Commissioner's regulations that may be amended or modified during the term of the Original Agreement. Upon request by the District, Contractor shall provide the District with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws.

1.3 Upon expiration of the Agreement to which this Addendum applies, without a successor agreement in place, Contractor shall assist the District in exporting all student, teacher and/or principal data previously received by Contractor from, or developed on behalf of, the District, and Contractor shall, at the request of the District, either securely delete any student, teacher and/or principal data remaining in Contractor's possession or return the student, teacher and/or principal data to the District. If student, teacher and/or principal data is to be maintained by Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Contractor in a secure data facility located within the United States.

1.4 The parties further agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of the Original Agreement.

2. Data Inspection and Challenges to Data

Education Law Section 2-d and FERPA provide parents and eligible students the right to inspect and review their child's or the eligible student's PII stored or maintained by the District. To the extent PII is held by Contractor pursuant to the Original Agreement, Contractor shall respond within thirty (30) calendar days to the District's requests for access to PII so the District can facilitate such review by a parent or eligible student. If a parent or eligible student contacts Contractor directly to review any of the PII held by Contractor pursuant to the Original Agreement, Contractor shall promptly notify the District and refer the parent or eligible student to the District.

In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Contractor pursuant to the Agreement, the challenge will be processed in accordance with the procedures of the District.

A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal personally, which is disclosed to Contractor pursuant to the Agreement, shall do so in accordance with the procedures for challenging APPR data, as established by the District.

3. Training

Contractor represents and warrants that any of its officers, employees, and/or assignees who will have access to student, teacher and/or principal data pursuant to the Original Agreement will receive training on the federal and state laws governing confidentiality of such student, teacher and/or principal data, prior to obtaining initial or any further access to such data.

4. Use/Disclosure of Data

4.1 Contractor shall not sell or use for any commercial purpose student, teacher and/or principal data that is received by Contractor pursuant to the Agreement or developed by Contractor to fulfill its responsibilities pursuant to the Agreement.

4.2 Contractor shall use the student, teacher and/or principal data, records, or information solely for the exclusive purpose of and limited to that necessary for the Contractor to perform the duties and services required under the Original Agreement. Contractor shall not collect or use educational records of the District or any student, teacher and/or principal data of the District for any purpose other than as explicitly authorized in this Addendum or the Original Agreement.

4.3 Contractor shall ensure, to the extent that it receives student, teacher and/or principal data pursuant to the Agreement, that it will not share Confidential Information with any additional parties, including an authorized subcontractor or non-employee agent, without prior written consent of the District. Contractor shall indemnify and hold the District harmless from the acts and omissions of the Contractor's employees and subcontractors.

5. Contractor's Additional Obligations under Section 2-d and this Addendum

Contractor acknowledges that, with respect to any student, teacher and/or principal data received through its relationship with the District pursuant to the Agreement it is obliged to maintain a Data Security & Privacy Plan, and fulfill the following obligations:

- execute, comply with and incorporate to this Addendum as Exhibit A, as required Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by the District, as well as the supplemental information in Exhibit B;
- store all data transferred to Contractor pursuant to the Agreement by the District, in an electronic format on systems maintained by Contractor in a secure data facility located within the United States or hard copies under lock and key;
- limit internal access to student, teacher and/or principal data to Contractor's officers, employees and agents who are determined to need such access to such records or data to perform the services set forth in the Original Agreement;
- not disclose student, teacher and/or principal data to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Agreement, unless: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the other party has the prior written consent of the applicable teacher or principal; or (III) the disclosure is required by statute or court order, and notice of the disclosure is provided to the District no later than five business days before such information is required or disclosed (unless such notice is expressly prohibited by the statute or court order);
- use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of student and/or staff data of the District while in motion or in custody of Contractor from unauthorized disclosure;

- not mine Confidential Information for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited; notify the District, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of any PII. In addition, Contractor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse the District for the full cost of any notifications the District makes as a result of the security breach or unauthorized release. Contractor further acknowledges and understands that Contractor may be subject to civil and criminal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Agreement.
- understand that any breach of the privacy or confidentiality obligations set forth in this Addendum may, at the sole discretion of the District, result in the District immediately terminating this Agreement; and
- familiarize its applicable officers, employees and agents with this Addendum and with the "Parents' Bill of Rights for Data Privacy and Security."

The Contractor acknowledges that failure to fulfill these obligations shall be a breach of the Agreement.

6. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

IN WITNESS WHEREOF, Contractor and the District execute this Addendum to the Agreement as follows:

Contractor

District

By: 2014-2015 Contract Manager

By: [Signature]

Title: Area M.H. Outreach Manager

Title: Superintendent

Signature: [Signature]

Signature: [Signature]

Date: 6/14/23

Date: 6/20/23

Exhibit A

District's Parents' Bill of Rights

allkillesd.k12.ny.us/cms/lib/NY02205701/Centricity/Domain/24/Parents%20Bill%20Of%20Rights%20For%20Data%20Privacy%20and%20Security.pdf

Exhibit B

Supplemental Information

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	Arc Mid Hudson ENRICH
Description of the purpose(s) for which Contractor will receive/access PII	Career Development Work Experiences
Type of PII that Contractor will receive/access	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
Contract Term	Contract Start Date <u>September 1, 2023</u> Contract End Date <u>June 30, 2024</u>
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input checked="" type="checkbox"/> Contractor will not utilize subcontractors. <input type="checkbox"/> Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: • Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.

Secure Storage and Data Security	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p>
Encryption	<p>Data will be encrypted while in motion and at rest.</p>


CONTRACTOR	
[Signature]	
[Printed Name]	<p>Laurie Gallagher</p>
[Title]	<p>ARCH ENRICH Manager</p>
Date:	<p>6/14/23</p>

Exhibit B

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One day/wk	\$	1,022	\$	521	\$	626	\$	441
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One day/wk	\$	1,386	\$	762	\$	945	\$	617