

SYOSSET HOME TUTORING, INC.

SERVICES CONTRACT

This agreement is entered into this 18th day of October, 2022, by and between the Board of Education of the Malverne UFSD (Malverne) and Syosset Home Tutoring, Inc. (SHT) Fed. ID #11-2584351.

Whereas Malverne has the need of the professional service of SHT, with the particular training ability, knowledge, experience and/or expertise possessed by SHT, Malverne hereby agrees to pay \$60 per hour for the performance of homebound tutoring services and \$60 per period to SHT for the performance of Resource Room/Special Education services during the period July 1, 2022 through June 30, 2023.

Malverne shall not incur any charges should any teacher/instructor placed by SHT fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, Malverne will be responsible for the payment of the fee associated with the services; however, such fee shall not exceed the cost of one (1) hour of service. In addition, if an adult is not present at the home, services will not be provided and Malverne will be responsible for the fee associated with the services. Such fee shall not exceed the cost of one (1) hour of service. In the event that the services are not provided as described in this paragraph it is understood that the services shall be rescheduled at a later date.

If Malverne should request all assignments and assessments for the student to be created by the tutor based on the NYS curriculum, the tutor will be entitled to bill for an additional prep period (1 hour) per subject per week at the tutor's discretion.

During exam week, Malverne will be billed one (1) hour for pickup/drop off of all NYS assessments including but not limited to Regents and RCT exams, as well as all school created midterms and finals. Should Malverne need to cancel the proctoring of an exam, the district will be billed the full rate of the exam if less than 72 hours' notice is provided to SHT.

In performing the above services, it is understood that:

1. SHT will be engaged as an Independent Contractor and therefore solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. SHT will not be eligible for any benefits relative to this contract for Social Security, NYS Worker's Compensation, Unemployment Insurance, NYS Employees' Retirement System, etc.
3. SHT will submit claim forms to the project coordinator to be countersigned that will not exceed the total contract price for the services rendered.
4. If payment to SHT is to be charged against federal or state funds, SHT will certify that it is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of services rendered.
5. This contract and any amendments to this contract will not be in effect until approved by the business office of the Malverne School District.
6. Malverne agrees not to directly hire any current/past employee of SHT for home instruction until that said employee/former employee has not worked for SHT for a period of two consecutive years.

Syosset Home Tutoring, 2130 Pond Road, Unit F, Ronkonkoma, NY 11779

Signature: _____

Felise Nagelberg, President

Malverne Union Free School District

Signature: _____

Date: _____

Print Name and Title: _____

[REDACTED]