

ROSE INSTITUTE FOR LEARNING AND LITERACY MANHATTANVILLE COLLEGE School of Education and WALLKILL CENTRAL SCHOOL DISTRICT

ORTON-GILLINGHAM CLASSROOM EDUCATOR COURSE

This Agreement made as of May 17, 2023 by and between Wallkill Central School District, 1500 Route 208, PO Box 310, Wallkill, New York 12589, and The Rose Institute for Learning and Literacy, Manhattanville College, School of Education ("COLLEGE"), 2900 Purchase Street, Purchase, New York 10577, Federal Identification Number 13-1740469.

The organizations wish to serve students, teachers, and schools by furthering the preparation of teachers to effectively develop literacy and promote academic achievement.

A. Description of Services: Manhattanville College

The ROSE INSTITUTE FOR LEARNING AND LITERACY will offer WALLKILL CENTRAL SCHOOL DISTRICT, for professional development, Orton-Gillingham Classroom Educator Preparation (EDU 5630, Multisensory Structured Literacy Instruction 1).

The course will be delivered virtually, during the school day, beginning at 8:30 a.m. and ending at 3:30 p.m, with lunch scheduled for 11:30-12:30p.m. on the following **2023** dates: December 13,14,15,18,19, (Dec.20 snowdate).

The maximum number of participants per cohort will be 24 teachers.

Wallkill and the COLLEGE will mutually explore the desirability and feasibility of further coursework or workshops.

The course will be offered for professional development credit only. Wallkill will determine what benefits accrue to its faculty for this course at its sole discretion.

The COLLEGE will offer the courses for a total fee of \$10,000. Payment shall be made by WALLKILL to the COLLEGE within twenty-one (21) days of the seventh workshop. Should the COLLEGE and WALLKILL agree to continue to offer courses for professional development and/or official graduate credit in the future, the fee will be reevaluated by the COLLEGE.

B. Description of Services—WALLKILL CENTRAL SCHOOL DISTRICT

WALLKILL will publicize the workshops and recruit participants and will assist with registrations and, as may be requested by the COLLEGE, verification of registrants' eligibility.

C. Term and Termination

- a) This Agreement will become effective on its execution and will continue in full force and effect until terminated.
- b) Either party, upon thirty (30) days written notice, can effect termination of this Agreement without cause. Upon termination, neither party shall have liability to the other party, except as otherwise set forth herein. Should the program be terminated once the course has begun, officially registered students may continue to complete the course on campus or other active COLLEGE location where the course may be available.

D. Confidentiality of Records

Any records, reports or other documents provided by WALLKILL of COLLEGE shall remain the property of WALLKILL or the COLLEGE, as applicable. Any records, reports or other documents provided in confidence by either party shall be kept confidential in accordance with applicable laws, rules and regulations. This includes, but is not limited to, confidentiality of records, evaluations, critiques, case files, and materials.

E. Independent Contractors

Both parties agree that no COLLEGE employee is an employee of WALLKIL and that no WALLKILL employee is an employee of the COLLEGE. Both parties are independent contractors to each other's compliance obligations.

F. Non-Discrimination

Both parties to this Agreement shall comply with all applicable federal, state and local laws or regulations, in that no person shall, on the grounds of race, color, creed, religion, sexual orientation, national origin, age, sex, marital status, blindness, source of payment or sponsorship or disability, be excluded from participation, be denied benefits of, or otherwise be subject to discrimination under any program, service, employment relationship, or activity offered by either party.

G. Agreement

This Agreement constitutes the full and complete Agreement between the respective parties, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual consent of the parties.

H. Notice

All notices to parties hereunder must be in writing, signed by the party giving it, and must be served either personally or by certified mail addressed as follows or to such other addressees as may be hereafter designated by notice. All notices become effective upon receipt by the addressee.

To: MANHATTANVILLE COLLEGE:

Shelley B. Wepner, Ed.D. Dean, School of Education Manhattanville College 2900 Purchase Street Purchase, New York 10577

To: WALLKILL:

Anthony White Assistant Superintendent of Educational Services Wallkill Central School District 1500 Route 208, PO Box 310 Wallkill, New York 12589

Or to such other addressee as may be hereafter designated by notice. All notices become effective upon receipt by the addressee.

Changes in Designated Contact Persons:

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

I. Jurisdiction

This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

J. Board Approval

This Agreement is subject to the approval of WALLKILL's Board of Education.

Ms. Christine Dehne

Provost & Vice President for Academic Affairs

Manhattanville College

Kevin Castle

Superintendent of Schools

Wallkill Central School District

Shelley B. Wepner

Shelley B. Wepner, Ed.D. Dean, School of Education Manhattanville College Anthony White

Assistant Superintendent of Educational Services

Wallkill Central School District