

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

Public Hearing:

Valley Stream School District 24 – District Wide Safety Plan 2023-2024

BUSINESS MEETING
FOLLOWING REORG MEETING

WILLIAM L. BUCK SCHOOL
JULY 6, 2023

Members Present: President Donna LaRocco Vice President Armando Hernandez, Trustees Cynthia Nunez, John Maier, Melissa Herrera, Kimberly Wheeler and Markus Wilson.

Others Present: Superintendent Unal Karakas, Dr. Jack Mitchell, School District Attorney

Absent With Prior Notice: N/A

I. CALL TO ORDER

The Business Meeting was called to order at 8:09 PM at the William Buck School by President LaRocco.

President LaRocco opened the Public Hearing on the Valley Stream School District 24 District-Wide Safety Plan for the 2023-2024 School Year at 8:09 PM. This is a public hearing announcing a 30-day public comment period on the updated District Safety Plan. The updated District Safety Plan may be accessed on the District Website at www.valleystreamschooldistrict24.org/school-safety-plan. Please submit all public comments to: Dr. Jack Mitchell, Assistant Superintendent for Business at jmitchell@vs24.org. The public comment will remain open through August 6, 2023. There were no comments at the meeting.

The Business Meeting was reconvened at 8:09 PM at the William L. Buck School by President LaRocco.

II. SALUTE TO THE FLAG

III. MINUTES

Motion to approve the minutes from June 7, 2023 and June 14, 2023 made by Vice President Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

IV. WELCOME TO VISITORS: President LaRocco welcomed all in attendance to the Business Meeting and further specified conditions of public comments/ questions.

President LaRocco then introduced all of the Trustees of the Board of Education as well as the Attorney and our new Superintendent, Mr. Unal Karakas.

V. CORRESPONDENCE REPORT:

Email correspondence with Christina Arroyo on June 20, 2023 and two (2) email correspondences with Anthony Bonelli on June 27, 2023.

VI. SUPERINTENDENT REPORT – MR. UNAL KARAKAS

Mr. Karakas reported that he was able to attend the end of year barbecues at all the elementary schools to get to know the community and schools better, and that throughout July he was able to observe the incredible job faculty and staff were doing in the summer school program. He wanted to announce that the first day of school is scheduled to be September 1, 2023. He will be hosting a town hall meeting sometime in August to give community members a chance to meet and receive feedback on the district. He also announced that reminders would be received in the mail concerning the start of the 2023-2024 school year.

VII. OTHER REPORTS:

A. VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT

There are three delegates from Valley Stream UFSD Twenty-Four on the Central High School Board of Education: Trustee Herrera, Vice President Hernandez, and Trustee Maier.

Trustee Maier indicated that there is nothing to report aside from the Reorganization Meeting of the High School District will be on Tuesday, July 11, 2023.

Residency Hotlines:

Valley Stream School District 516-872-5677
Village of Valley Stream 516-592-5140
Town of Hempstead 516-584-5000

B. LEGISLATION REPORT: TRUSTEE NUNEZ

Nothing to report.

VIII. LIST OF ITEMS FOR ACTION:

A. PERSONNEL – VICE PRESIDENT HERNANDEZ

Motion to move items #1-13 by consent made by Vice President Hernandez and seconded by Trustee Wheeler. Motion unanimously carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Kayla Gonsalves, Probationary Teaching Assistant, effective June 30, 2023.

2. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following addition to the per diem substitute list for the 2022-2023 School Year, retroactive to May 15, 2023:

SUBSTITUTE TEACHERS:

Joan Blyskal

3. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Jaclyn Flynn, effective August 31, 2023, as a Part-time (.5) Physical Education Teacher holding Certificates in Physical Education (Grades K-12) and Health Education (Grades K-12). Compensation for this appointment will be at Step 1 MA in accordance with the current negotiated agreement between the Valley Stream Teachers' Association and the Board of Education.

4. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the appointment of Jamie Sindicic as a Leave Replacement holding Certificates in Early Childhood Education (Birth- Grade 2) and Childhood Education (Grades 1-6) for the 2023/2024 school year. Compensation at Step 1 BA in accordance with Valley Stream Teachers Association (VSTA).

5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Anastasia Cutolo, effective August 31, 2023, as an Elementary Classroom Teacher holding Certificates in Early Childhood Education (Birth-Grade 2) and Childhood Education (Grades 1-6), for a 4-year probationary period. Her probation expiration will be August 30, 2027*. Compensation will be at Step 1 BA in accordance with the current negotiated agreement between the Valley Stream Teachers' Association and the Board of Education.

*To be eligible to receive tenure, the probationer must receive composite or overall APPR ratings of either effective or highly effective in at least three of the four preceding years, and if the probationer receives an ineffective composite or overall APPR rating in the final year of the probationary period they will not be eligible for tenure at that time.

6. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the revised resignation date of Michael Whelan, Physical Education Teacher, Part-Time (.5), to be effective June 30, 2023.

7. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the revised resignation date of Allison Smithwick, Classroom Teacher, Full-Time, to be effective June 30, 2023.

8. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Dr. Jack Mitchell, Assistant Superintendent for Business, for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel.

9. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Dr. Lisa Conte, Assistant Superintendent for Curriculum and Instruction, for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel .

10. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Charles Brocher, Director of Facilities, III, for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel .

11. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Dr. Robert Mueller, Director of Pupil Services, for the 2023-2024 school year, and further authorizes the President of the

Board of Education to execute the necessary documents to effectuate same subject to review by counsel.

12. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Mark Onorato, Director of Instructional Technology and Data, for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel .

13. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Lisa Davis, Secretary to the Superintendent, for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel.

Motion to move item #14 as listed made by Trustee Wilson and seconded by Trustee Maier. On the Question, Vice President Hernandez recused from voting on this item. Motion carried.

14. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Saundra Hernandez, Principal Account Clerk, for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel.

Motion to move item #15-18 by consent made by Vice President Hernandez and seconded by Trustee Nunez. Motion unanimously carried.

15. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Catherine Cancro, Senior Account Clerk, for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel.

16. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Brian Cleary, District Treasurer, for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel.

17. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Lourdes Onesto, District Clerk, for the 2023-2024 school year, and further authorizes the President of the Board of

Education to execute the necessary documents to effectuate same subject to review by counsel.

18. **BE IT RESOLVED**, that the Board of Education hereby approves the attached Wage Schedule between the District and Johanna Owen, Consultant, for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel.

B. EDUCATION – TRUSTEE WILSON

Motion to move items #1-3 by consent made by Trustee Wilson and seconded by Trustee Wheeler. Motion unanimously carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Pre-School Special Education previously approved by the Committee on Pre-School Special Education on 05/24/2023, 05/26/2023, 05/31/2023 and 06/14/2023 for the 2022/2023 school year and on 04/26/2023, 05/26/2023, 06/14/2023, 06/20/2023, 06/20/2023, 06/20/2023, 06/14/2023, 06/22/2023, 06/06/2023, 06/02/2023, 05/31/2023, 05/24/2023, 06/16/2023, 06/23/2022 and 04/18/2023 for the 2023/2024 school year, to students being considered for pre-school special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Pre-School Special Education.

2. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Special Education previously approved by the Committee on Special Education on 06/05/2023, 05/08/2023, 06/01/2023, 05/24/2023, 05/25/2023, 05/15/2023 and 03/13/2023 for the 2022/2023 school year and 03/24/2023, 03/24/2023, 03/24/2023, 03/27/2023, 03/27/2023, 03/27/2023, 02/13/2023, 03/03/2023, 03/03/2023, 03/03/2023, 06/30/2023, 05/18/2023, 05/08/2023, 03/17/2023, 03/17/2023, 03/28/2023, 03/10/2023, 02/08/2023, 06/20/2023, 06/20/2023, 06/17/2023, 06/05/2023, 05/30/2023, 04/27/2023, 05/19/2023, 06/13/2023, 06/07/2023, 06/07/2023, 05/24/2023, 04/18/2023, 03/02/2023, 05/10/2023, 03/20/2023, 03/21/2023, 03/09/2023, 03/23/2023, 03/28/2023, 03/29/2023, 03/31/2023, 03/31/2023, 04/24/2023, 04/24/2023, 04/24/2023, 04/26/2023, 04/26/2023, 04/27/2023, 04/28/2023, 04/28/2023, 04/27/2023, 04/04/2023, 04/05/2023, 05/09/2023, 02/03/2023, 03/20/2023, 03/02/2023, 02/14/2023, 02/14/2023, 03/13/2023, 03/10/2023, 03/08/2023, 03/08/2023, 05/10/2023, 03/09/2023 and 05/12/2023 for the 2023/2024 school year, pertaining to students being considered for special education services as set forth in a schedule provided to the

Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Special Education.

3. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Section 504 Committee previously approved by the Section 504 Committee on 05/08/2023 and 06/13/2023 for the 2023/2024 school year, pertaining to students being considered for Section 504 services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Section 504 Committee.

C. FINANCE – TRUSTEE MAIER

Motion made by Trustee Maier to move item C1 as listed and seconded by Vice President Hernandez. Motion unanimously carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board hereby accepts the Treasurer’s Report, Collateral Report, Claims Auditor’s Report, Appropriation Status Report, Revenue Status Report, Trial Balance for May 2023.

D. POLICY: TRUSTEE WHEELER

Nothing to report.

IX. UNFINISHED BUSINESS, IF ANY:

X. NEW BUSINESS:

Motion to move items #1-23 by consent made by Trustee Maier and seconded by Trustee Nunez. Motion unanimously carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby awards the contract for the provision of school food services to Whitson's Culinary Group at a price per meal of \$2.31 for Breakfast and \$3.53 for Lunch for the 2023-2024 school year in accordance with the terms and conditions of the Prepackaged Frozen Breakfast and School Lunches Bid # FS-23/24-A-01. Renewals may not exceed four additional years.

2. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Zycron Industries. for Medicaid Billing/ Reimbursement for the 2023-

2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

3. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Mill Neck Manor School for the Deaf for Tuition the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

4. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with All About Kids, SLP, OT, PT, LMSW, Psychology. PLLC for related services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with NYSARC, INC. NYC Chapter d/b/a AHRC New York City for tuition for July and August 2023, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

6. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Blue Sea Educational Consulting, Inc. for related services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

7. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Daniel S. Weinkauff, PT for related services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

8. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Kids First Evaluation & Advocacy Center, Inc. for related services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

9. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with MKSA, LLC for related services for the 2023-2024 school year, and

further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

10. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Health Source Group, Inc. for related services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

11. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Health Source Group, Inc. for skilled nursing for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

12. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Lynbrook Union Free School District for Tuition for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

13. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Carle Place School District for Tuition for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

14. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and United Cerebral Palsy Association of Nassau County, Inc. for Tuition for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

15. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Management Advisory Group for STAC Reimbursement for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.

16. **WHEREAS**, Public Contract Code Section 20118 authorizes school districts to utilize other public agency competitively bid contracts; and

WHEREAS; the Suffolk County Office of Central Procurement awarded a competitively bid contract to Laser at competitive prices; and

WHEREAS, the Suffolk County Office of Central Procurement have made their contract available to the Valley Stream Union Free School District 24.

NOW, THEREFORE, BE IT RESOLVED and ordered that the Valley Stream Union Free School District 24 Board of Education determines that it is in the best interest of the District to award a contract to Laser pursuant to Suffolk County contract - AMERICANS WITH DISABILITIES ACT (ADA) ANNUAL IMPROVEMENTS - ADA-090519-A2 , valid thru September 5, 2022 to September 4, 2023, for the procurement of turf and field services as specified under the terms and condition of the award recommended by H2M.

BE IT FURTHER RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the proposal for the Fields Renovation and Turf Field project G1 and Alternate 1, from Laser, Inc. of Ridge, New York, for the total bid amount of \$265,000.

17. **WHEREAS,** the Individuals with Disabilities Education Act (“IDEA”) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS it is necessary for the District and an approved special education program to enter into agreements to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the following programs are approved special education programs registered with the State Education Department and are authorized to establish, conduct, operate and maintain an educational program for school-aged children placed in such program for the provision of special education services consistent with the IDEA:

- -ACDS
- -Brookville Center for Children’s Services
- -Cam-Held Enterprises, Inc. dba Just Kids Early Childhood Learning Center
- -Cerebral Palsy Association of Nassau County, The Children's Learning Center
- -Hebrew Academy for Special Children (HASC)
- -Henry Viscardi School
- -Kidz Therapy Services, LLC
- -Mill Neck Manor School for the Deaf

- -Nassau BOCES
- -The Hagedorn Little Village School
- -Tiegerman School
- -Variety Child Learning Center

WHEREAS each above listed ASEP is currently providing a program of educational instruction pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, to resident school-aged children placed therein by the District for the provision of special education services pursuant to an Individual Education Plan consistent with the IDEA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Education of the Valley Stream Union Free School District #24 hereby approves the Agreements between the District and the listed programs above to facilitate the sub-allocation of federal IDEA flow-through funds in connection with the IDEA Part B, Section 611 and Section 619 for the 2023-2024 program year in the form of agreements attached hereto;

WHEREAS, the Valley Stream Union Free School District Twenty-Four ("District") has engaged Milburn Flooring for general construction work on Districtwide Flooring ((Projects # 280-224 -020-001-026, 280-224 -020-004-028, 280-224 -020-002-028); and

WHEREAS, the District's Engineer, H2M, recommends modification to the existing contract for a change order in the amount of \$19,080 to be paid for with allowances included in the Milburn Flooring agreement for materials and labor required to be performed in addition to the work set forth in the Milburn Flooring agreement with the District

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order # 1 (Contract # 1) to the contract with Milburn Flooring for work on Districtwide Flooring (Projects # 280-224 -020-001-026, 280-224 -020-004-028, 280-224 -020-002-028), to be paid for with allowance money included in the Milburn Flooring agreement in the amount of \$19,080.

19. **BE IT RESOLVED**, that the Board of Education hereby ratifies the attached memorandum of agreement with the Valley Stream Teachers' Association Registered Nurses' Unit for the term of July 1, 2023 through June 30, 2026.

20. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby awards the Transportation Contract beginning on July 1, 2023 through August 18, 2023, set forth in the Schedule attached hereto;

BUS COMPANY	SCHOOL	# OF STUDENTS	SUMMER COST/DAY	MATRON COST/DAY	TOTAL SUMMER COST
FIRST STUDENT	Hagedorn Little Village	2	\$264.06 pppd + \$9.24 (3.5% CPI) = \$273.30, \$158.39 add'l student \$5.54 (3.5% CPI) = \$163.93 x 30 days = \$13,116.90	\$179.65 + \$6.29 (3.5% CPI) = \$185.94 x 30 days = \$5,578.20	\$13,116.90 + \$5,578.20 = \$18,695.10
	Variety Children's Learning Ctr.	2	\$193.47 pppd + \$6.77 (3.5% CPI) = \$200.24, \$193.47 add'l student + \$6.77 (3.5% CPI) = \$200.24 x 29 days = \$11,613.92	\$179.65 + \$6.29 (3.5% CPI) = \$185.94 x 29 days = \$5,392.26	\$11,613.92 + \$5,392.26 = \$17,006.18
	Cherry Lane School	4	\$140 pppd + \$4.90 (3.5% CPI) = \$144.90, \$140 add'l student + \$4.90 = (3.5% CPI) = \$144.90 x 29 days = \$16,808.40	\$175 + \$6.13 (3.5% CPI) = \$181.13 x 29 days = \$5,252.77	\$16,808.40 + \$5,252.77 = \$22,061.17
	Clearstream School	1	\$215 pppd + \$7.53 (3.5% CPI) = \$222.53 x 29 days = \$6,453.37	\$175 + \$6.13 (3.5% CPI) = \$181.13 x 29 days = \$5,252.77	\$6,453.37 + \$5,252.77 = \$11,706.14
	Martin Avenue School	0	\$140 pppd + \$4.90 (3.5% CPI) = \$144.90	\$175 + \$6.13 (3.5% CPI) = \$181.13	\$1.00
	John H. West	0	\$140 pppd + \$4.90 (3.5% CPI) = \$144.90	\$175 + \$6.13 (3.5% CPI) = \$181.13	\$1.00
INDEPEPENDENT COACH (new bid)	Waverly Park	2	\$200 pppd + \$50 add'l student = x 29 days = \$7,250.00	\$110 x 29 days = \$3,190.00	\$7,250.00 + \$3,190.00 = \$10,440.00
	William L. Buck	2	\$212.60 pppd + \$7.44 (3.5% CPI) = \$220.04, \$212.60 add'l student \$7.44 (3.5% CPI) = \$220.04 x 18 days = \$7,921.44	\$132.87 + \$4.66 (3.5% CPI) = \$137.53 x 18 days = \$2,475.54	\$7,921.44 + \$2,475.54 = \$10,396.98
SUBURBAN BUC COMPANY	Children's Learning Center-UCPA	1	\$241.30 pppd + \$8.45 (3.5% CPI) = \$249.75 x 28 days = \$6,993.00	\$170.80 \$5.98 = \$176.78 x 28 days = \$4,949.84	\$6,993.00 + \$4,949.84 = \$11,942.84
WE TRANSPORT, INC.	Henry Viscardi	1	\$239.17 + \$8.37 (3.5% CPI) = \$247.54 x 30 days = \$7,426.20	\$180.71 + \$6.32 (3.5% CPI) = \$187.03 x 30 days = \$5,610.90	\$7,426.20 + \$5,610.90 = \$13,037.10
(new bid)	Mill Neck Manor School for the Deaf	1	\$395 pppd, \$100 add'l st. x 28 days = \$10,060.00	\$200 x 28 days = \$5,600.00	\$11,060.00 + \$5,600.00 = \$16,660.00

BUS COMPANY	SCHOOL	# OF STUDENTS	SUMMER COST FOR PROGRAM	MATRON COST	TOTAL SUMMER COST
BOCES	Carmen Road School	2	\$2,363.00 x 2 = \$4,726.00	\$4,742 matron, \$4,742 1:1 matron	\$14,210.00
	Children's Readiness Center	3	\$1,120.00 x 3 = \$3,360	\$4,742 group matron	\$8,102.00
	Jerusalem Avenue	4	\$1,120.00 x 4 = \$4,480.00	\$4,742 group matron, \$4,742 1:1 matron	\$13,964.00
	Willet Avenue School	3	\$1,120.00 x 3 = \$3,360	\$4,742 group matron	\$3,360.00 + \$4,742.00 = \$8,102.00
Parent Mileage Reimbursement Contract	Children's Readiness Center	1	\$.655 x 42.1 miles per day = \$27.55 x 29 days = \$798.95		\$798.95
CHEESE BUS INC. (catch-up bid 6/23/23)	Brooklyn Blue Feather Elementary	1	\$350 pppd x 29 days = \$10,150	\$175 x 29 days = \$5,075	\$10,150 + \$5,075 = \$15,225.00
WE TRANSPORT INC. (catch-up bid 6/23/23)	Martin de Porres School	1	\$375 pppd x 30 days = \$11,250	\$170 x 30 days = \$5,100	\$11,250 + \$5,100 = \$16,350

21. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby sets the Tax Levy for 2023-2024 school year at the amount of \$47,000,086. \$24,395,231 of this amount is levied upon the Valley Stream High School District.

BE IT FURTHER RESOLVED that the resolution provided by the Nassau County Legislature and the Nassau County Department of Assessment in the form attached hereto is hereby adopted and made a part of this record.

22. **WHEREAS**, the Board of Education of the Valley Stream Union Free School District #24 desires to embark upon various capital improvement projects at the William L. Buck and Robert W. Carbonaro Elementary Schools; consisting of EPDM Roofing Replacements; and

WHEREAS, said capital improvement projects at the William L. Buck and Robert W. Carbonaro Elementary Schools are subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, routine activities such as maintenance or repair involving no substantial changes in an existing structure or facility; and replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.5 of this part; and

WHEREAS, the SEQR Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under SEQRA; and

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the capital improvement projects and has determined that said capital improvement projects for the EPDM Roofing Replacements at the William L. Buck and Robert W. Carbonaro Elementary Schools are classified as a Type II Action pursuant to Section 617.5 (2) of the SEQRA Regulations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED that the Board of Education hereby declares that the capital improvement projects for the EPDM Roofing Replacements at the William L. Buck and Robert W. Carbonaro Elementary Schools are a Type II Action, which requires no further review under SEQRA; and

BE IT FURTHER RESOLVED that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of the listed projects from the New York State Education Department.

23. **BE IT RESOLVED**, that the Board of Education authorizes the Superintendent of Schools to make the required transfers in the 2022-2023 Budget as indicated below:

BUDGET TRANSFER FOR BOARD APPROVAL on 7/6/23			
For June 30, 2023			
CODE	DESCRIPTION	FROM	TO
A2250.477	Special Ed-Tuition	\$ 13,200.00	
A2110.492-9	ESL		\$ 13,200.00
	BOCES English as a New Language		
A2110.400-72	Copier Leases-WLB	\$ 2,200.00	
A2110.400-73	Copier Leases-RWC		\$ 2,200.00
	Canon Invoices		
A1060.4	District Clerk Contractual Expense	\$ 3,200.00	
A5540.4	Transportation Expenses		\$ 1,875.00
A5540.405	Transport/School Trip		\$ 1,325.00
	6th Grade Pool Trip		
A1010.4	Board of Ed Expenses	\$ 1,500.00	
A1420.4	Attorney Fees		\$ 1,500.00
	McGivney Kluger Clark & Intoccia, P.C.		
A1010.4	Board of Ed Expenses	\$ 135.00	
A1480.4	Public Info Expenses		\$ 135.00
	Spring Newsletter Translation		
A2010.16	Curriculum Salaries	\$ 75.00	
A1240.4	Supt Office Expense		\$ 75.00
	Consulting Svcs - Secretary to Superintendent		
	TOTALS	\$ 20,310.00	\$ 20,310.00
APPROVED _____		DATE _____	
Assistant Superintendent for Business			
APPROVED _____		DATE _____	
Superintendent			

XI. DISCUSSION

XII. AUDIENCE TO VISITORS

XIII. ADJOURNMENT

Motion to enter Executive Session at 8:14 p.m. made by Vice President Hernandez and seconded by Trustee Wheeler to discuss certain Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session by Vice President Hernandez and seconded by Trustee Wilson at 10:27 pm. Motion unanimously carried.

Motion to adjourn the Business Meeting by Vice President Hernandez and seconded by Trustee Wilson at 10:27 pm. Motion unanimously carried.

Respectfully Submitted,

Lourdes Onesto

Lourdes Onesto
District Clerk

MINUTES

BOARD OF EDUCATION
VALLEY STREAM SCHOOL DISTRICT 24

ANNUAL REORGANIZATION MEETING
5:30 PM

WILLIAM L. BUCK SCHOOL
July 6, 2023

Annual Reorganization Meeting as Required by Law

Members Present: John Maier, Donna LaRocco, Cynthia Nunez, Armando Hernandez, Melissa Herrera, Kimberly Wheeler and Markus Wilson.

Others Present: Superintendent Unal Karakas, Dr. Jack Mitchell, School District Attorney

Absent With Prior Notice: N/A

1. **CALL TO ORDER** - The Reorganization Meeting was called to order by the Attorney at 5:30 pm. Motion to enter Executive Session was made by Trustee Hernandez and seconded by Trustee Wilson to discuss Personnel and Contractual Matters. Motion unanimously carried.

Motion to exit Executive Session was made by Trustee Hernandez and seconded by Trustee Wilson at 7:28 pm.

The Reorganization Meeting reconvened at 7:30 pm by the District Clerk.

2. The Attorney asked all to stand for the Pledge of Allegiance

The Attorney administered the Oath of Office to the Newly elected and re-elected Trustees: Cynthia Nunez, Armando Hernandez and Melissa Herrera

3. The Attorney then called for nominations for the Office of President for 2023-2024:

Trustee Maier nominated Donna LaRocco for Office of President and seconded by Trustee Hernandez. Vote is unanimous.

4. Motion made by Trustee Maier and seconded by Trustee Hernandez that Donna LaRocco, to be President of the Board of Education of this District for the year 2023-2024. Motion unanimously carried.

5. The Attorney then administered the Oath of Office to the newly elected Board President, Donna LaRocco.

The Attorney administered the Oath of Office to the Superintendent, Mr. Unal Karakas.

6. President Donna LaRocco called for nominations for the Office of Vice President for 2023-2024 school year.

Trustee Herrera nominated Trustee Hernandez as Vice President, seconded by Trustee Wilson. Vote is unanimous.

7. Motion made by Trustee Herrera and seconded by Trustee Wilson that Armando Hernandez be Vice President of the Board of Education for the school year 2023-2024. Motion unanimously carried.

The Attorney then administered the Oath of Office to the newly elected Vice President Armando Hernandez.

8. Motion made by Vice-President Hernandez, seconded by Trustee Maier, to appoint, Lourdes Onesto, as District Clerk for the 2023-2024 school year with annual compensation of \$15,500. Motion unanimously carried.

The Attorney then administered the Oath of Office to the District Clerk.

9. The Board of Education of the Valley Stream Union Free School District Twenty-Four appoints three members of the Valley Stream Union Free School District Twenty-Four Board of Education to the Board of Education of Valley Stream Central High School District to serve as Trustees on the High School Board of Education for a period of one year commencing on this date and expiring on June 30, 2024 as follows: Trustee Melissa Herrera, Vice President Armando Hernandez and Trustee John Maier. Motion made by Trustee Nunez and seconded by Trustee Wheeler. Motion unanimously carried.

Motion made by Trustee Maier, seconded by Vice President Hernandez, to move Item #10 as listed. Motion unanimously carried.

10. Motion made by Trustee Maier and seconded by Vice President Hernandez, that Brian Cleary, be and is hereby appointed Treasurer of this District to serve at the pleasure of the Board of Education for the 2023-2024 school year at an annual salary of \$13,750. Motion unanimously carried.

The District Clerk will administer the Oath of Office to the Treasurer within 30 days.

11. Motion made by Trustee Nunez and seconded by Trustee Wheeler, that the Board of Education hereby appoints John Maier to serve as the Acting District Treasurer, to serve without additional compensation whenever the Treasurer is absent from the District or otherwise unable to serve.

Motion made by Trustee Hernandez, seconded by Trustee Wheeler, to move Items #12-27 as listed. Motion unanimously carried.

12. Upon the recommendation of the Superintendent of Schools, the following members are appointed to the District's Audit Committee: Armando Hernandez, Melissa Herrera, Donna LaRocco, John Maier, Cynthia Nuñez, Markus Wilson and Kimberly Wheeler.

13. That the firm of Guercio & Guercio, LLP, be and is hereby appointed as School District Attorney for the period July 1, 2023 to June 30, 2024, at an annual retainer of \$60,000, a monthly rate of \$5,000 with an hourly rate of \$255.00 per hour for attorneys, \$145.00 per hour for legal interns, and \$145.00 per hour for paralegals for all matters not included in retainer agreement.

14. That the firm Hawkins, Delafield and Wood be appointed as Bond Counsel for the 2023-2024 school year.

15. That R.S. Abrams & Co., LLP be appointed as the District's Independent Auditor for the school year 2023-2024, at an annual compensation not to exceed \$37,000.
16. Upon the recommendation of the Superintendent of Schools, the Board of Education appoints Cerini & Associates, LLP, as its Claims Auditor for the 2023-2024 school year at an annual fee of \$8,400.
17. Upon the recommendation of the Superintendent of Schools, that the firm of Munistat Services Inc., a Municipal Finance Advisory Service be engaged as financial advisors to assist the District with the preparation of various documentation for financing, the sale of bonds for any upcoming capital bond projects, and the provision of annual continuing disclosure documents as required by law.
18. Upon the recommendation of the Superintendent of Schools, the Board of Education appoints Cullen & Danowski, LLP to prepare Financials and monitor the District's Fund Balance for the 2023-2024 school year, at the annual fee of \$9,500.
19. Upon the recommendation of the Superintendent of Schools, the Board of Education appoints H2M as District Architects for the 2023-2024 school year.
20. That the President of the Board of Education of Valley Stream School District Twenty-Four is authorized to execute all contracts approved by resolution of the Board of Education of the Valley Stream Union Free School District Twenty-Four.
21. That in the absence of the President, the Vice President of the School Board shall be authorized to execute all contracts approved by the resolution of the Valley Stream Union Free School District Twenty-Four.
22. That the following Banks and/or Trust Companies be and are hereby designated as the official Depositories for the funds shown during the school year 2023-2024: Designate J.P. Morgan Chase, as the principal depository and the paying agent for school funds, and Metropolitan, NY Class, Flushing Bank, and Webster Bank, as secondary depositories and the secondary paying agents for school funds, for the fiscal year July 1, 2023 through June 30, 2024.
23. That Angela Liatto be appointed as the District's Records Access Officer, to serve without compensation.
24. Upon the recommendation of the Superintendent of Schools, the Board of Education appoints Dr. Jack Mitchell as Security Coordinator at no additional compensation.

25. To appoint the Assistant Superintendent for Business, Dr. Jack Mitchell, as the District's Attendance Officer to serve without additional compensation.

26. To appoint the District's Committee Special Education (CPSE & CSE) for the school year 2023-2024 as per the Regulations of the Commissioner of Education:

- a. Administrator/Director of Pupil Services: Dr. Robert Mueller.
- b. School Physician: Dr. Giuseppe Delloruso.
- c. School Psychologists: Dr. Suzanne Dalal, Shira Greenblatt, Kerriann Pieper, Traci Ritterband
- d. Resource Room Classification: Christine Iadevaio; Sophia Oliva; Donna Ruggiero
- e. Special Education Classes Classification: Jennifer Albahae, Christine Anson, Susan Blaesi, Kaitlyn Gillespie, Samantha Joltin, Marissa Campo, Kelly Martin, Deborah Murray, Stacy Pagliaro, Annmarie Rachoi, Amy Rappaport, Karen Kane.
- f. Speech Language Therapist Classification:
 - Karen Brass, Speech/Language Pathologist
 - Catherine Herr, Speech/Language Pathologist
 - Maria Herzner Speech/Language Pathologist
 - Michele Knight, Speech/Language Pathologist
- g. New York State Approved Evaluators – when applicable a representative of Nassau County Dept. of Mental Health, Office of Children with Special Needs, Early Intervention Program, when applicable.
- h. Certified Professional from Nassau County Department of Mental Health, Office of Children with Special Needs, Early Intervention Program – when applicable, Student Teacher's when applicable
- i. Section 504 Compliance Office: Dr. Robert Mueller.

27. To appoint the District's Board of Registry for the school year 2023-2024 as follows:

- a. Election District 24-1 -Corona Avenue Firehouse
- b. Election District 24-2 -William L. Buck School
- c. Election District 24-3 - Brooklyn Avenue School
- d. Election District 24-4 - Robert W. Carbonaro School

28. Motion made by Trustee Herrera that the rate of pay for such registry is set as follows:

- a. Chief Election Inspectors: \$250 per day
- b. Assistant Election Inspectors: \$225 per day

Seconded by Trustee Maier. Motion unanimously carried.

29. Motion made by Trustee Nunez that the President of the Board of Education will appoint the following Chairpersons for the following Board committees:

- a. Education: Trustee Markus Wilson.
- b. Finance: Trustee John Maier.
- c. Policy: Trustee Kimberly Wheeler, President Donna LaRocco, and Trustee Herrera.
- d. Legislation: Trustee Cynthia Nunez, Vice President Hernandez and Trustee Maier.
- e. Personnel: Vice President Armando Hernandez.
- f. DEI: President Donna LaRocco, Trustees Markus Wilson and Melissa Herrera.

Seconded by Vice President Hernandez. Motion unanimously carried.

Motion to table Item #30 by Trustee Hernandez, seconded by Trustee Wheeler. Motion unanimously carried.

30. The President of the Board of Education will appoint the following Board members to serve on the following negotiating committees:

- a. Teachers: _____
- c. Secretaries: _____
- d. Custodians: _____
- e. Aides: _____

Motion made by Trustee Wilson, seconded by Trustee Wheeler, to move on consent Items #31-75 as listed. Motion unanimously carried.

31. To authorize membership for the District Twenty-Four Board of Education for 2023-2024 in the following associations:

New York State School Boards Association, Nassau-Suffolk School Boards Association, National School Boards Association, SCOPE, NALEO National association of Latino elected and appointed officials

32. To appoint the President of the Board of Education as the official delegate to the New York State School Boards Association's annual meeting. In the event that the President is unable to attend, the Vice President of the Board of Education shall be the official delegate; and in the event *neither* is able to attend, the senior Board member present shall be the official delegate.

33. To authorize Board members, and officers of the Board, to attend the State School Board convention, with expenses paid by the district, as follows:

- New York State School Boards – Oct 26-28 Buffalo, New York

34. To authorize three Board members, prior to registration, to attend the National School Board convention, with expenses paid by the district, as follows:

- National School Boards Association – April 6-8 New Orleans, LA

35. To authorize the Superintendent of Schools to attend the State and National School Board conventions, with expenses paid by the district, as follows:

- New York State School Boards – Oct 26-28 Buffalo, New York
- National School Boards Association – April 6-8 New Orleans, Louisiana

36. To authorize the Superintendent of Schools to attend the American Association of School Administrators, State conferences of the New York State Council of Superintendents and Nassau County Council of School Superintendents' Workshops with expenses paid by the District.

37. To appoint Dr. Jack Mitchell as Purchasing Agent for the fiscal year 2023-2024. In the absence of Dr. Mitchell, the Board authorizes the Superintendent to assume this responsibility, at no additional compensation.

38. To appoint Dr. Giuseppe Dellorusso, as the School Physician for the school year 2023-2024 at an annual compensation of \$4,650.

39. To authorize the establishment of the District's Petty Cash funds for the school year 2023-2024 in the amounts as indicated:

a.	Business Office	\$100 monthly
b.	Superintendent's Office	\$100 monthly
c.	Brooklyn Avenue School	\$250 semi-annually
d.	Board of Education	\$100 monthly
e.	William L. Buck School	\$250 semi-annually
f.	Robert W. Carbonaro School	\$250 semi-annually
g.	CSE Office	\$50 semi-annually

40. To appoint the Assistant Superintendent for Business as the “custodian/supervisor” of the petty cash funds.
41. To establish the following dates for the regularly scheduled monthly meetings of the Board of Education. The Board of Education may reschedule meetings if conflicts arise with due notice: July 6, August 23, September 20, October 18, November 29, December 13, January 24, February 28, March 27, April 16, May 8, May 15, May 21, June 5.
42. To establish the following dates for the regularly scheduled work session meetings of the Board of Education. The Board of Education may reschedule meetings if conflicts arise with due notice: September 6, October 11, November 8, December 6 (if necessary), January 10, February 7, March 13, April 4 (if necessary), May 8.
43. To establish the reimbursement rate for mileage at the prevailing rate as established by the IRS.
44. That the Board of Education authorizes the Superintendent to certify payrolls.
45. That the Board of Education authorizes the Superintendent to make budget transfers according to Board Policy #3160.
46. That the Board of Education authorizes the District Clerk to be responsible for the opening of all bids. In the absence of the District Clerk, the Board of Education authorizes the Assistant Superintendent for Business or the Superintendent to perform this function.
47. That the Board of Education authorizes the Assistant Superintendent for Business to prepare all necessary legal advertisements with reference to the securing of bids.
48. That the Board of Education authorizes the Treasurer to sign checks for the School District.
49. That the Board of Education re-adopts Policy #3290, District Investments authorizing the District Treasurer to make investments for the District.
50. The Board of Education re-adopts all policies, including the Board Member, School District Officers and Employee Code of Ethics (“Code of Ethics”) and hereby further directs that the Code of Ethics be posted in each building.

51. That the Board of Education establishes the date for the Annual Meeting and voting on the 2023-2024 School Budget and Election of School Board Trustees for Tuesday, May 21, 2024, voting Hours: 7:00 a.m. to 9:00 p.m.

52. That the Board of Education establishes the date for the District's Budget Hearing for May 8, 2024, at 7:30 p.m. at the William L. Buck School.

53. That the Board of Education authorizes the dates to be recognized for "religious holiday adjustment" for the school year 2023-2024 for the purposes in connection with our annual State aid attendance reports. These will be dates when school is scheduled to be in session.

54. To adopt the District's Pay books listed below, authorizing salaries for the school year 2023-2024 effective July 1, 2023.

- #1 Administrative Salaries
- #2 Teachers' Salaries
- #3 Custodian Salaries
- #4 Clerical Salaries
- #6 Other Civil Service Aides
- #7 School Nurses
- # 8Teacher Assistants

55. To adopt the summer custodial help hourly wage scale as follows for 2023:

Pay Scale Eff. 7/1/2023:

- Step #1 - \$ 15.25
- Step #2 - \$ 15.50
- Step #3 - \$ 15.75
- Step #4 - \$ 16.00

56. That upon the recommendation of the Superintendent of Schools, the salary for per diem substitutes shall be a flat fee of \$125.00 per day effective August 31, 2023.

57. That upon the recommendation of the Superintendent of Schools, the salary for Permanent Substitutes shall be a flat fee of \$160.00 per day effective August 31, 2023.

58. That the Board of Education will bond the District Treasurer and Deputy Treasurer in the amount of \$2,000,000.

59. That the Board of Education will bond the Payroll Clerk in the amount of \$2,000,000.

60. That the Board of Education will bond the Principal Account Clerk in the amount of \$2,000,000.
61. That the Board of Education will bond the Account Clerks in the amount of \$2,000,000.
62. That the Board of Education will bond the District Courier in the amount of \$2,000,000.
63. That the Board of Education designates the Valley Stream Herald, Lynbrook Herald, and The Tribune as the official newspapers of the District.
64. That as a “public entity” pursuant to Public Officers Law section 18(1)(a), the Valley Stream Union Free School District Twenty-four hereby expressly agrees pursuant to Public Officers Law section 18(2)(b) to confer the benefits of Public Officers Law section 18 upon the employees of Valley Stream Union Free School District Twenty-four and to be held liable for costs incurred under its provisions; and it is further RESOLVED, that these benefits are expressly intended to supplement any and all other existing statutory protections.
65. That Charles Brocher, be appointed as the Asbestos Designee per AHERA regulations and Public Law 99-519.
66. That the Board of Education appoints Dr. Lisa Conte and Dr. Jack Mitchell, as the District DASA Coordinators.
67. That the Board of Education appoints Dr. Suzanne Dalal as DASA Coordinator at Brooklyn Avenue School.
68. That the Board of Education appoints Keriann Pieper as DASA Coordinator at William L. Buck School.
69. That the Board of Education appoints Shira Greenblatt as DASA Coordinator at Robert W. Carbonaro School.
70. That the Board of Education designates Dr. Lisa Conte as the District Compliance Officer to carry out the district’s responsibilities associated with Title IX pursuant to Policy 0100 Sexual Harassment of Employees & Section 504 without additional compensation or stipend.
71. Upon the recommendation of the Superintendent of Schools, the Board hereby appoints Mark Onorato as Systems Administrator.

72. Upon the recommendation of the Superintendent of Schools, the Board of Education appoints Mark Onorato as Data Protection Officer.

73. The Board of Education accepts the Concussion Management Teams at each school as follows:

- Brooklyn Avenue School: Marie Walsh, Daniel Sciglibaglio, Dr. Scott Comis, and Dr. Giuseppe Dellorusso
- William L. Buck School: Carole Meaney, Elizabeth Moriarty, Johanne Gaddy, and Dr. Giuseppe Dellorusso
- Robert W. Carbonaro School: Estelle Dempsey, Phil Testa, Rosario Iacono, and Dr. Giuseppe Dellorusso

74. That the Board of Education authorizes the Superintendent of Schools to make any emergency appointments that become necessary between the Board meetings; and that the Board of Education will review these appointments and either approve or reject them at the next regularly scheduled Board meeting.

75. That on May 16, 2023 the Valley Stream District 24 conducted its Annual Budget Vote and Election; and WHEREAS, the District Clerk is currently in possession of all cast and voided ballots and ballot envelopes resulting from such Annual Budget Vote and Election; and WHEREAS, the Record Retention and Disposition Schedule ED-1 provides for the destruction of such ballots and envelopes after one (1) year from the date of the Annual Budget Vote and Election; and WHEREAS, that the Board of Education of the Valley Stream District 24 hereby orders the destruction of all cast ballots and envelopes resulting from the May 16, 2023, Annual Budget Vote and Election one (1) year from the date of the Annual Budget Vote and Election.

Motion made by Vice President LaRocco and seconded by Trustee Nunez to adjourn the Reorganization meeting at 8:08 pm. Motion unanimously carried.

-ADJOURNMENT TO THE PUBLIC BUSINESS MEETING-

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 2023 by and between the Board of Education of the Valley Stream Union Free School District 24 (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581, and Achieve Beyond (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 225 Broadhollow Road, Suite 402, Melville, NY 11747.

A. TERM:

The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
 - Speech and Language Therapy
 - Occupational Therapy
 - Physical Therapy
 - Monolingual and Bilingual Evaluations (including written report)
 - Translation Services
 - ABA Services
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.

14. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
15. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
 - a. The CONSULTANT, at its sole expense, shall procure and maintain the following insurance policies, including the Board of Education, employees and volunteers, as additional insured, as follows:
 - Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 aggregate
 - Automobile Liability
\$1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.
 - Workers' Compensation
Statutory Workers' compensation and employers' liability insurance for all employees
 - Professional liability insurance

Covering the consultant for errors and omissions arising services provided under the contract with the DISTRICT in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.

CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT.

- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE ATTACHED RATE SCHEDULE

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice and reserves the right to withhold payment pending the resolution of the dispute.

5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including

attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

- b. The DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
4. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
- To District: Attn: Director of Pupil Services
Valley Stream Union Free School District 24
75 Horton Avenue
Valley Stream, New York 11581
- To Consultant: Achieve Beyond
223 Broadhollow Road, Suite 402
Melville, NY 11747
5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

- 9. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
- 10. Entire Agreement: This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 11. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 12. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

ACHIEVE BEYOND

VALLEY STREAM UFSD 24

By: *J. P. [Signature]*
LI Services Director
Program Director

By: _____
President, Board of Education

Date: 8/1/23

Date: _____

APPENDIX A
Achieve Beyond
Related Services and Evaluations
2023-2024 Rates

Service	Rate	
Special Education Services - ABA / Parent Training / Behavioral / Counseling (in-person and/or telepractice, if approved)	\$110.00 per 60 minutes	
Behavior Therapist / Teacher Assistant / 1:1 Aide Services	\$75.00 per 60 minutes	
BCBA Consulting Services	\$150.00 per 60 minutes	
Occupational Therapy / Physical Therapy / Speech Language Therapy (Individual Session)	\$70.00 per 30 minutes	
Occupational Therapy / Physical Therapy / Speech Language Therapy (Group Session)	\$55.00 per 30 minutes, per child	
Translation Services and CSE Meeting Attendance (minimum of 1 hour)	\$90.00 per 60 minutes	
Evaluations (Children ages 5-10)	English	Other Language
Psychological	\$450.00	\$585.00
ADOS	\$450.00	\$585.00
Speech	\$375.00	\$455.00
Educational	\$345.00	\$400.00
FBA/BIP	\$340.00	\$395.00
Social History	\$230.00	\$270.00
Occupational Therapy Evaluation	\$375.00	\$455.00
Physical Therapy Evaluation	\$375.00	\$455.00
Evaluations (Children ages 11-21)	English	Other Language
Psychological	\$505.00	\$610.00
ADOS	\$505.00	\$610.00
Speech	\$400.00	\$505.00
Educational	\$380.00	\$455.00
FBA/BIP	\$340.00	\$395.00
Social History	\$230.00	\$295.00
Occupational Therapy Evaluation	\$400.00	\$505.00
Physical Therapy Evaluation	\$400.00	\$505.00

**AGREEMENT
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of _____, 2023, by and between the **Valley Stream Union Free School District #24** (“District”) and **Achieve Beyond** (“Contractor”).

WHEREAS, the District has entered into a contract or other written agreement, as defined in Part 121 of the Commissioner’s Regulations, with Contractor for certain services or products, a copy of which is annexed hereto; and

WHEREAS, Contractor is a third-party contractor as defined in Part 121 of the Commissioner’s Regulations, that will receive student data or teacher or principal data from the District pursuant to said contract or other written agreement for purposes of providing services to the District; and

WHEREAS, the parties agree that if any provision of this Agreement conflicts with a provision of said contract or other written agreement, the provision as set forth in this Agreement shall supersede and prevail over said other provision;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, including the above-referenced contract or other written agreement, the Contractor and the District hereby agree as follows:

A. The Contractor shall comply with all District policies and state, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy, including the District’s Parents’ Bill of Rights and Supplemental Information, annexed hereto and incorporated herein as Attachment “A”.

B. The Contractor may receive personally identifiable information from student records (“Education Records”) and/or personally identifiable information from annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release pursuant to Education Law § 3012-c and 3012-d (collectively, “PII Data”). The Contractor shall, therefore, comply with the following provisions in order to maintain the security and confidentiality of personally identifiable information:

- (i) adopt technologies, safeguards and practices in alignment with the NIST Cybersecurity Framework;
- (ii) comply with the school district’s data security and privacy policy;
- (iii) limit the Contractor’s internal access to Education Records to individuals with legitimate educational interests;
- (iv) use PII Data only for the purposes explicitly authorized by this Agreement and not for any other purpose;
- (v) not disclose any personally identifiable information from PII Data to any other party without prior written consent, unless disclosure is required by statute or court order and written notice is given to the District (notice is not required if it

- (vi) is expressly prohibited by a statute or court order);
- (vi) maintain reasonable safeguards to maintain confidentiality of personally identifiable information in PII Data;
- (vii) use legally mandated encryption technology¹ to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
- (viii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

C. The Contractor represents and warrants that its contract or written agreement with the District includes the Contractor's data security and privacy plan that is acceptable to the District, a copy of which is attached hereto and incorporated herein as Attachment "B". The Contractor's data security and privacy plan shall, at a minimum:

- (i) outline how the Contractor will implement State and federal data security and privacy contract requirements for the life of the contract and is consistent with the school district's data security and privacy policy;
- (ii) specify administrative, operational and technical safeguards the third-party contractor will use to protect personally identifiable information;
- (iii) show that it complies with requirements of §121.3(c) of the Commissioner's Regulations;
- (iv) specify how the third-party contractor's employees and any assignees with access to student data, or teacher or principal data receive or will receive training on relevant confidentiality laws, before receiving access to such data;
- (v) specify if the third-party contractor will use subcontractors and how it will ensure personally identifiable information is protected;
- (vi) specify an action plan for handling any breach or unauthorized disclosure of personally identifiable information and promptly notify the school district of any breach or unauthorized disclosure; and
- (vii) describe whether, how and when data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated.

D. The Contractor must notify the District of any breach of security resulting in an unauthorized release of personally identifiable information from PII Data by the Contractor or the Contractor's officers, employee's, assignees or subcontractors. This notification must be made in the most expedient way possible and without delay. In addition, the Contractor must notify the District of the breach of security in writing. This written notification must be sent by the Contractor in the most expedient way possible and without unreasonable delay, and not later than seven (7) calendar days after discovery of the breach of security resulting in an unauthorized release of personally identifiable information from PII Data, to the designated District representative and either personally delivered or sent by nationally recognized overnight carrier to the District. In the case of an unauthorized release of personally identifiable information from PII Data by the Contractor or the Contractor's officers, employees, assignees

¹ Encryption means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.

or subcontractors, the Contractor must reimburse the District for all the District's costs associated with the District's obligation to notify the State's chief privacy officer, parents, students, teachers and/or principals of the unauthorized release.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

DISTRICT

CONTRACTOR

BY: _____

BY: J. Randall

DATE: _____

DATE: 8/1/23

Parents' Bill of Rights for Data Privacy and Security

The Valley Stream School District 24 is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.
4. A complete list of all student data elements collected by the State Education Department is available for public review at:
<http://www.nysed.gov/data-privacy-security/student-data-inventory>
or by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Dr. Cynthia Seniuk, Assistant Superintendent for Instruction, 50 Hungry Harbor Road, Valley Stream, New York 11581. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or email to privacy@nysed.gov.
6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify the School District within seven (7) days of discovery of the breach or unauthorized disclosure.
7. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
8. Parents may access the State Education Department's Parents' Bill of Rights at:
http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_2.pdf

CONSULTANT AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (“SCHOOL DISTRICT”), having its principal place of business located at 75 Horton Ave, Valley Stream, NY 11581, and ALPHABET CITY TUTORS LLC (“CONSULTANT”), having its principal place of business for purposes of this Agreement at 235 Adams Street, Apt. 12C, Brooklyn, New York 11201.

1. **TERM:** The term of the within Agreement shall be from July 1, 2023 through June 30, 2024, unless earlier terminated as provided herein.

2. **CONDITIONS:** The School District shall retain the Consultant to provide certain consultation, training and/or professional development services for the School District under the terms and conditions hereinafter set forth. The Consultant shall perform services only to the extent authorized by the School District.

3. **DUTIES AND SERVICES:** The Consultant shall provide the following services:
 - a. As set forth in Exhibit A, attached hereto and made part hereof. Dates and times to be determined upon agreement of the parties. To the extent the terms of Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting terms.
 - b. The School District reserves its right to maintain flexibility regarding topics and dates with respect to “Teacher Workshops” set forth in Exhibit A (attached) based upon the District’s needs.
 - c. In the event that changes in school structure due to the pandemic prohibit in-person services, the Consultant agrees to conduct services via Zoom, subject to the School District’s prior written approval.

4. **FEES & EXPENSES:** During the term of this Agreement, the School District agrees to pay the Consultant per Exhibit A (attached) for a total amount not to exceed \$13,000.00, to be paid at the rate set forth therein within 60 days after receipt of Consultant’s invoice, subject to the satisfactory completion of services. Except as otherwise set forth herein or in Exhibit A annexed hereto, Consultant shall be responsible for all costs and expenses incurred by Consultant that are incident to the performance of services for School District, including, but not limited to, all tools, vehicles, or other equipment to be provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant’s costs of doing business. School District shall not be responsible for any expenses incurred by Consultant in performing services for School District. Consultant’s invoice shall include time sheets and attendance, types of services rendered and fees payable. School District shall give Consultant notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of School District’s rights or prevent School District from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **RELATIONSHIP BETWEEN THE PARTIES:** The Consultant is retained by the School District only for the purposes and to the extent set forth in this agreement, and its relation to the School District shall, during the periods of its services hereunder, be that of an independent contractor. The Consultant shall be free to dispose of that portion of its time, energy, and skill during regulation business hours as the Consultant is not obligated to devote hereunder to the School District in such a manner as it sees fit and to such persons, firms or corporations as it deems advisable. Neither the Consultant nor its employees shall be considered as having employee status or entitled to participate in any of the School District's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance or other similar employee benefit program.
6. **INCOME TAX DESIGNATION:** The School District shall not withhold from sums payable to Consultant under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be Consultant's sole responsibility.
7. **CONFIDENTIALITY:** Consultant, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Consultant, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Consultant further agrees that any information received by Consultant, its employees, and/or agents during the course of the services provided pursuant to the Agreement which concerns the personal, financial, or other affairs of School District, its employees, agents, clients, and/or students will be treated by Consultant, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. Consultant acknowledges its responsibility to maintain the security and privacy of student, teacher and/or principal data and its responsibility to adhere to all applicable federal and state statutes and regulations including but not limited to and the Family Educational Rights and Privacy Act (20 USC § 1232g) and New York Education Law § 2-d. Consultant shall complete and execute a Data Privacy and Security Agreement in connection with the services provided pursuant to this Agreement. In the event of a breach of the within confidentiality provision, Consultant shall immediately notify School District and advise it as to the nature of the breach and the steps the Consultant has taken to minimize said breach. Consultant shall indemnify and hold School District harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
8. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, Consultant shall obey all School District rules and regulations and must follow all reasonable directives of School District's administrators and employees.
9. **DEFENSE AND INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the School District, the Board of

Education, their officers, directors, agents and employees, harmless from and against any and all penalties, interest or any other payment assessed against the District by any taxing authority should the Consultant's status as an independent contractor be disallowed by the taxing authority. Consultant further agrees that, to the fullest extent permitted by law, it shall defend, indemnify and hold harmless School District, the Board of Education, their officers, directors, agents and employees from and against all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") in connection with any action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Consultant or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the negligence, misconduct or breach of this Agreement by School District.

10. **INSURANCE**: Consultant agrees to maintain the following insurance and name the School District as an additional insured on Consultant's commercial general liability and excess liability insurance policies:
- a. **Commercial General Liability Insurance**: \$1,000,000 per occurrence/ \$2,000,000 aggregate. The policy shall provide coverage for claims of negligent hiring, training and supervision, including claims arising in the context of sexual molestation, abuse, harassment, or other sexual misconduct.
 - b. **Automobile Liability**: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation, Employers' Liability and N.Y.S. Disability**: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. A self-employed person and certain partners and corporate officers may be excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person seeking an exemption must submit proof of filing of a CE-200 form with the New York State Workers Compensation Board.
 - d. **Professional Errors and Omissions Insurance**: \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of Consultant and its employees performed under this Agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.

Said policies shall be from an A.M. Best rated "Secure" insurer, licensed in New York State and shall state that Consultant's coverage shall be primary and non-contributory coverage for School District, its Board, employees and volunteers. School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. At the School District's request, Consultant shall provide a copy of the declaration page of the liability policy with a list of endorsements and forms. If so requested, Consultant will provide a copy of the policy endorsements and forms. In the event that any of the insurance coverage to be provided by Consultant contains a deductible, Consultant shall indemnify and hold School District harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of Consultant.

Consultant shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Consultant and School District from claims set forth below for which Consultant may be legally liable, whether such operations be by Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Consultant hereby agrees to effectuate the naming of School District as an unrestricted additional insured on Consultant's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The School District, in its sole discretion, may waive some requirements of this paragraph; any such waiver must be in writing signed by an authorized representative of the School District.

Consultant shall provide the School District with evidence of the above insurance requirements upon execution of this Agreement. Consultant further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects Consultant to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages School District sustains as a result of this breach. In addition, Consultant shall be responsible for the indemnification to School District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

11. **ASSIGNMENT OF AGREEMENT:** Consultant shall not assign, transfer or convey any of its rights or obligations under this Agreement without the prior written consent of School District.
12. **MUTUAL AGREEMENT:** This agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
13. **DISCRIMINATION PROHIBITED:** Neither School District nor Consultant will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Nassau, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper

venue or *forum non conveniens* to the conduct of and proceeding in any such court.

15. **COMPLIANCE WITH SAVE LEGISLATION:** The Consultant understands and agrees that, unless its instructors and employees will have no direct contact with school-aged students, it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The Consultant shall adhere to all applicable requirements and protocols as established by the School District and the State Education Department of New York.

16. **TERMINATION:**
 - a. This Agreement may be terminated by the School District upon seven (7) days' written notice to the Consultant. In the event of such termination, the parties will adjust and prorate the accounts due and payable to Consultant for services actually rendered up to the effective date of termination, subject to any cancellation provisions set forth in Exhibit A. The Consultant will not incur any additional expenses upon receipt of School District's notification that Consultant's services have been terminated.
 - b. This Agreement may be terminated by the School District in the event of a material breach by Consultant, upon three (3) days' written notice from the School District to Consultant.
 - c. Notwithstanding anything to the contrary contained in the Agreement or in Exhibit A or any other related documents, the School District expressly reserves the right to immediately suspend, cancel or terminate the Consultant's services under this Agreement in the event that its schools are closed and/or it becomes illegal, impossible or impracticable to continue the Consultant's services due to any reason, including but not limited to any force majeure event, and upon the School District's exercise of such right, the Consultant, its officers, employees and/or agents shall not be entitled to further compensation, payments, cancellation fees, charges, or any other benefits pursuant to this Agreement for the duration of such closure, unless agreed to in writing between the Consultant and the School District. Force majeure events shall include any condition beyond the School District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including COVID-19 or similar epidemic or outbreak, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental or quasi-governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of Consultant's services, Consultant shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to any payment, cancellation fees or any other charges for any previously scheduled services that were not actually rendered prior to the date of such school closing.

17. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between School District and Consultant, and supersedes all prior written and

oral agreements, commitments or understandings with respect thereto. The Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

18. **COUNTERPARTS:** This Agreement may be signed in counterparts and/or electronically by the parties. Electronic signatures, if otherwise valid, shall be considered the same as handwritten signatures and scanned and facsimile signatures shall also be effective to bind such party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: _____ By: _____
President, Board of Education

ALPHABET CITY TUTORS LLC


Date: 8/16/23 By: 
Katie Takayanagi, M.S. ATF/OGA
Owner/Founder

EXHIBIT A

Alphabet City Tutors LLC
2023-2024 Rate Agreement

5 days of Teacher Workshops on Orton-Gillingham coursework at a rate of \$2,000.00 per day for a total rate of \$10,000.00

- 6 hours of training per workshop/day
- 30 total hours of Classroom Educator Level coursework across 5 days of workshops
- Maximum of 12 attendees per workshop

Teacher Materials at a rate of \$125 per participant for a total rate of \$1500.00.

- Includes training binder, assessment packet, phonogram cards, and other teacher materials.

Travel fee for in-person training at a rate of \$300.00 per day for a total rate of \$1,500.00.

- This fee will not be assessed if a workshop is held virtually

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and CARYL ORIS, M.D. (hereinafter referred to as "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 45 North Station Plaza, Great Neck, New York 11021.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for the provision of related services for its students with handicapping conditions; and

WHEREAS, SERVICE PROVIDER is in the business of providing psychiatric evaluations services; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide related services to designated students pursuant to the Individualized Education Program(s) ("IEP") developed for the student(s) by the CSE; and

WHEREAS, SERVICE PROVIDER warrants that she has reviewed the individualized education program ("IEP") and/or the 504 accommodation plan of each pupil serviced by her, and represents that she will provide the level of services identified in the IEP to meet the needs of such children with handicapping conditions; and

WHEREAS, SERVICE PROVIDER is capable of and willing to provide the within services to SCHOOL DISTRICT;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide the following services, consisting of, but not limited to the following:

- a. **Psychiatric Evaluation (including written report)**
- b. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with the Director of Pupil Services.
- c. All services shall be provided in strict compliance with the student's IEP.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the rate set forth in Appendix A.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that she will not hold herself, her employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and her relationship to SCHOOL DISTRICT shall, during the periods of her services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, her employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon her other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that

any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and her employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, her employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.

9. SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.

10. LICENSE AND AUTHORIZATION: SERVICE PROVIDER warrants that she is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that she will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. COMPLIANCE WITH LAW: SERVICE PROVIDER understands and agrees that she is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited

to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to SCHOOL DISTRICT. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT's verification of such individual's clearance status. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

13. **REPORTS OF STUDENTS:** SERVICE PROVIDER will request whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for requesting such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be cancelled forthwith in regard to such child for whom such releases are not submitted.

14. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished by the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil as may be required by SCHOOL DISTRICT.

15. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

16. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

17. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, her employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

18. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

19. **STUDENT PRESCRIPTIONS:** Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon her written request.

20. **TERMINATION:**

- a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days written notice to SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

21. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that she, her employees and/or her contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants she will, at a minimum, check monthly all of her employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and
- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

22. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

- a. SERVICE PROVIDER, her employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, her employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, her employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, her employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

- b. SERVICE PROVIDER acknowledges that she may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that she shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that she is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and she shall:
 - i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
 - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in her custody; and
 - iv. use encryption technology to protect data while in motion or in her custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(F)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.

- c. SERVICE PROVIDER further understands and agrees that she is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").
- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
 - i. the exclusive purposes for which the student data will be used;
 - ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;
 - iii. that student data will be returned or destroyed upon expiration of the Agreement;
 - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
 - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.
- f. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$10 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law, section 899-aa(6)(a).

- g. Except as set forth in paragraph (f) above, in the event SERVICE PROVIDER violates Education Law 2-d, said violation shall be punishable by a civil penalty of up to \$1,000. A second violation involving the same data shall be punishable by a civil penalty of up to \$5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to \$10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law section 899-aa(6)(a).
- h. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from her breach of the within confidentiality and data security and privacy standards provision.

Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

23. **HIPAA and FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

24. **HIPAA COMPLIANCE:**

- a. **Definitions:** Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 C.F.R. sections 160.103 and 164.501.
 - i. **Business Associate.** "Business Associate" shall mean SCHOOL DISTRICT.
 - ii. **Covered Entity.** "Covered Entity" shall mean SERVICE PROVIDER.
 - iii. **De-identify/De-identified.** "De-identify/De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual.
 - iv. **Designated Record Set.** "Designated Record Set" shall mean the enrollment, payment, claims adjudication and case or medical management record maintained by or for a health plan.

- v. Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.
- vi. Disclosing Party. "Disclosing Party" means the party that is disclosing information to another party pursuant to this Agreement.
- vii. HHS. "HHS" shall mean the United States Department of Health and Human Services.
- viii. HIPAA. "HIPAA" shall mean Title II, subtitle F ("Administrative Simplification") of the Health and Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 (Aug. 21, 1996), enacting sections 1171-1179 of the Social Security Act, as well as implementing regulations adopted by HHS pursuant to HIPAA.
- ix. Identifying Characteristic. Includes, but is not limited to, all of the following, as well as any other unique information: name, address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; medical record number; Medicaid and Medicare numbers health plan beneficiary number; account number; certificate/license number; serial number of a vehicle or other device; internet URL; internet protocol ("IP") address, biometric identifiers, including voice prints and photographic images.
- x. Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. section 164.502(g).
- xi. Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).
- xii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

- xiii. Protected Health Information. "Protected Health Information" or "PHI" means any information which identifies or could reasonably be believed to identify an individual, which in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not de-identified with respect to any individual who is the subject of the information, limited to the information created or received by Business Associate from or on behalf Covered Entity.
- xiv. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- xv. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- xvi. Treatment, Payment and Healthcare Operations. "Treatment, Payment and Healthcare Operations" shall have the same meaning as in 45 CFR § 164.501.
- xvii. Use. The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of information within the Contractor organization.

b. Obligations of SCHOOL DISTRICT:

- i. SCHOOL DISTRICT agrees to disclose PHI to SERVICE PROVIDER upon its own volition, upon SERVICE PROVIDER's request, or upon the request of a third party if such disclosure is permissible by law, so that SERVICE PROVIDER may provide the agreed to services to or on behalf of SCHOOL DISTRICT, unless SCHOOL DISTRICT otherwise objects to the disclosure, or SERVICE PROVIDER is no longer providing the services to SCHOOL DISTRICT.
- ii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees contractors and agents do not use PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 ("Privacy Standards") if used by SERVICE PROVIDER, except that SCHOOL DISTRICT may use PHI (a) for SCHOOL DISTRICT's proper management and administrative services, or (b) to carry out the legal responsibilities of SCHOOL DISTRICT.
- iii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees, contractors, and agents do not disclose PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Privacy Standards if disclosed by SERVICE PROVIDER, except that SCHOOL DISTRICT may disclose PHI in a manner permitted pursuant to this

Agreement or as required by law. To the extent SCHOOL DISTRICT discloses PHI to a third party, SCHOOL DISTRICT must obtain, prior to making any such disclosure: (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (b) an agreement for such third party to immediately notify SCHOOL DISTRICT of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

- iv. SCHOOL DISTRICT agrees that it will implement the necessary safeguards required by law to prevent the use or disclosure of PHI.
- v. SCHOOL DISTRICT shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by SCHOOL DISTRICT, its officers, directors, employees, contractors, or agents, or by a third party to which SCHOOL DISTRICT disclosed PHI pursuant to paragraph "4" above, (i) report any such disclosure to SERVICE PROVIDER and (ii) mitigate to the extent practicable any harmful effect that is known to SCHOOL DISTRICT or a use or disclosure of PHI by SCHOOL DISTRICT in violation of the requirements of this Agreement.
- vi. In the event that SCHOOL DISTRICT shall enter into an Agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER, SCHOOL DISTRICT agrees to include in the terms and provisions of such Agreement that such Agreement or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to SCHOOL DISTRICT pursuant to this Agreement with respect to such PHI.
- vii. Within ten (10) days of a request by a Practice for access to PHI about an individual contained in a Designated Record Set, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. Any denials of access to the PHI requested shall be the responsibility of SERVICE PROVIDER.
- viii. Within ten (10) days of receipt of a request from SERVICE PROVIDER for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), SCHOOL DISTRICT shall provide such information to SERVICE PROVIDER for amendment and incorporate any such amendments in the PHI as required.

- ix. Within ten (10) days of notice by SERVICE PROVIDER to SCHOOL DISTRICT that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such information as is in SCHOOL DISTRICT's possession that SERVICE PROVIDER is required to provide in such an accounting. At a minimum, SCHOOL DISTRICT shall provide SERVICE PROVIDER with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, disclosed; and (c) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that the request for an accounting is delivered directly to SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. It shall be SERVICE PROVIDER's responsibility to prepare and deliver any such accounting requested. SCHOOL DISTRICT hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this paragraph.
- x. SCHOOL DISTRICT hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER available to the Secretary of the Department of Health and Human Services for purposes of determining SERVICE PROVIDER's and SCHOOL DISTRICT's compliance with the Privacy Standards.

c. **Obligations of Service Provider:**

- i. SERVICE PROVIDER agrees to maintain the confidentiality of any PHI provided to her by SCHOOL DISTRICT in accordance with all applicable Federal, State, and local laws, rules and regulations in addition to the following. Nothing in this provision shall be construed as limiting or prohibiting SERVICE PROVIDER from releasing PHI regarding the student treated to the student and/or the student's guardian.
- ii. SERVICE PROVIDER represents and warrants that she will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by the SCHOOL DISTRICT.
- iii. SERVICE PROVIDER represents and warrants that if she uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, she will do so only in an amount that is the minimum necessary and only to the minimum number of individuals necessary to obtain the purpose of the services being rendered to or on behalf of SCHOOL DISTRICT.

- iv. SERVICE PROVIDER agrees that no finding, listing, or information derived from the PHI, with or without identifiers, may be released if such finding, listing, or information contains any combination of data elements that might allow the deduction of the individual's identity without first obtaining written authorization from SCHOOL DISTRICT.
 - v. SERVICE PROVIDER shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that she receives from SCHOOL DISTRICT and to prevent individuals not involved in performing the services that she provides to SCHOOL DISTRICT from using or accessing the PHI.
 - vi. SERVICE PROVIDER may use the PHI as necessary for the proper management and administration of SERVICE PROVIDER and or permitted by law to carry out her legal responsibilities, if: (a) disclosure is required by law.
 - vii. SERVICE PROVIDER shall not request SCHOOL DISTRICT to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SERVICE PROVIDER.
- d. **Relationship to Individuals Who Are Subject of Information:**
- i. SERVICE PROVIDER agrees that SCHOOL DISTRICT and the applicable individual retain all ownership rights to the PHI and SERVICE PROVIDER does not obtain any right, title or interest to the PHI furnished by SCHOOL DISTRICT, except as the SERVICE PROVIDER is required to maintain records in accordance with the laws and standards that govern its profession.
 - ii. SERVICE PROVIDER agrees to comply with all lawful requests of individuals, who are subjects of the PHI, to permit access to inspect and obtain a copy of the PHI about the individual that is subject to this Agreement, as required by law, within thirty (30) days of such request.
 - iii. SERVICE PROVIDER agrees to make PHI available for amendment and to incorporate any amendments or corrections to an individual's PHI upon request by SCHOOL DISTRICT in accordance with applicable law.
 - iv. SERVICE PROVIDER agrees to make available the information required to provide an accounting of disclosures in accordance with applicable law.
- e. **Request for Information:** SERVICE PROVIDER agrees that she will use all reasonable efforts to limit its request for PHI to the minimum amount necessary to achieve the purpose for which the request is being made. In addition, SERVICE PROVIDER agrees to make her internal practices, books, records and information related to the use and disclosure of information available to the Department of

Health and Human Services for review, upon request of the Secretary of that Department, to the extent that such is required by law.

- f. **Chain of Trust:** If any information is transmitted electronically between SERVICE PROVIDER and SCHOOL DISTRICT, the parties agree to electronically exchange information and to protect the transmitted information as required by HIPAA. The parties acknowledge that they are required to, and depend upon each other to maintain the integrity and confidentiality of the transmitted information.

25. **INDEMNIFICATION and HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, her agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

26. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall:
- i. be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
 - ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.

g. Required Insurance:

i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/ \$2,000,000 aggregate with coverage for sexual misconduct.

ii. **Automobile Liability:**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

iv. **Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

v. **Umbrella/Excess Insurance:**
\$3,000,000 each occurrence and aggregate. Umbrella/ Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. SERVICE PROVIDER is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SCHOOL DISTRICT.

- i. SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). SERVICE PROVIDER further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer.

27. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Caryl Oris, M.D.
45 North Station Plaza
Great Neck, New York 11021

Valley Stream Union Free School District 24
75 Horton Avenue
Valley Stream, New York 11581
Attn: Director of Pupil Services

28. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of her respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

29. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

30. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

31. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term,

provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

32. **NO PRIOR AGREEMENTS:** This agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, 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 written consent of the parties.

33. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

34. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

35. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

36. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

CARYL ORIS, M.D.

Date: 8/1/23

By: G Q r d

APPENDIX A

Caryl Oris, M.D.

2023-2024 Rates

SERVICE	RATE
Psychiatric Evaluation (including written report)	\$1,500.00 per evaluation

2023-24 School Year

District Goals

1. Maintain an educational system that ensures every student has equitable access to resources, support, and opportunities for success.
2. Use relevant and aligned professional development, teacher collaboration, and student assessment protocols to ensure instructional programs and practices align with Next Generation Learning Standards, with a focus on English Language Arts, Mathematics, and Science.
3. Enhance DEI efforts to foster a culture of inclusivity and respect for all members of the school community.
4. Attract, hire, and retain highly qualified staff to meet the diverse needs of the student population.
5. Increase communication and collaboration between school buildings, central office, and the Board of Education to foster a cohesive and unified district.
6. Maintain the fiscal health of the district while effectively allocating resources to support educational initiatives.

Board Priorities

1. Provide our students with high quality and equitable instruction to prepare our 21st Century learners to excel in our global society.
2. Encourage a cultural and inclusive awareness into our school culture and throughout the community.
3. Continue to expand recruiting efforts to further diversify candidates.
4. Engage the community in a productive way to support district efforts.
5. Continue to monitor fiscal stability.

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and THE HAGEDORN LITTLE VILLAGE SCHOOL (hereinafter referred to as "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 750 Hicksville Road, Seaford, New York 11783.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for providing related services; and

WHEREAS, SERVICE PROVIDER is in the business of providing related services; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide related services to designated students pursuant to the Individualized Education Program(s) ("IEP") developed for the student(s) by the CSE; and

WHEREAS, SERVICE PROVIDER warrants that it has reviewed the individualized education program ("IEP") and/or the 504 accommodation plan of each pupil serviced by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such children with handicapping conditions; and

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide services to SCHOOL DISTRICT;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide the following services, consisting of, but not limited to the following:

- a. Occupational Therapy Services
- b. Physical Therapy Services
- c. Speech/Language Services
- d. Evaluations
- e. Behavioral Services

f. **Consultant Teacher**

g. **Special Education Teacher**

h. **ABA Services as follows:**

i. **Consultation Services** based on student IEPs. Consultations shall include, but not be limited to, the following areas:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Curriculum Modification;
5. Material Modification;
6. Evaluations;
7. Staff Development; and
8. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the model for these services to classroom staff and to initiate the model's implementation, making adjustments where necessary. SERVICE PROVIDER shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

ii. **Home Program Services** as determined by CSE. Such services shall include, but not be limited to, the areas of:

1. Discrete Trial Teaching;
2. Independent Living Skills;
3. Implementation of Behavior Plans;
4. Incidental Teaching Situations;
5. Verbal Behavior Techniques;
6. Generalization Programming; and
7. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide complete and accurate program data as required by the program and to implement the program as modified by the Supervisor. SERVICE PROVIDER's role shall not include the modification of programs. In addition, all home services require the presence of a parent or guardian at the time of service implementation. Such services shall not be provided without the presence of such individuals.

iii. **Supervision of Home Staff** provided by a certified special education teacher specializing in ABA as designated by the CSE. Supervisory visits shall include, but not be limited to:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;

4. Activities of Daily Living Protocols;
5. Discrete Trial teaching program creation and modification;
6. Curriculum Modification;
7. Material Modification;
8. Evaluations;
9. Teaching parents how to implement programs; and
10. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the models for these services to the home program families and staff, initiate the model's implementation, and make adjustments where necessary. SERVICE PROVIDER's shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

iv. **Parent Training Services** for families provided by a certified special education teacher or certified social worker specializing in Autism Spectrum Disorders when requested by CSE. These parental training services, include, but shall not be limited to:

1. Activities of Daily Living Protocols;
2. Social Skill Protocols;
3. Generalization Skills; and
4. Behavior Protocols.

i. SERVICE PROVIDER shall provide the services above during the school year for those children covered by the terms of this Agreement. The services provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with the Commissioner's Regulations, currently approved methods and practices of the profession. In addition, SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:

- i. The completion of progress reports regarding student achievement of objectives as per report card schedules;
- ii. Provide the Committee on Special Education ("CSE") with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;
- iii. Complete evaluations as per the request of the Director of Special Education on an as needed basis.

j. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with classroom teachers of such students and/or at the direction of the CSE.

k. All services shall be provided in strict compliance with the student's IEP.

3. **PAYMENT SCHEDULE:** In full consideration for the services above to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER the rates set forth in Appendix A.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees and independent contractors of SERVICE PROVIDER shall be deemed employees or independent contractors of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including

Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

- a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be performed pursuant to this Agreement.

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly approved and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL

DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

13. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.

14. **REPORTS TO STATE:** SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER's or SCHOOL DISTRICT's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

15. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

16. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

17. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

18. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

19. **STUDENT REMOVAL:** SCHOOL DISTRICT shall have the right to add or remove a child from the program/services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

20. **STUDENT PRESCRIPTIONS:** Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.

21. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

22. **TERMINATION:**

- a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

23. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants it will, at a minimum, check monthly all of its employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and
- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

24. **CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
- b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:

- i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
 - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
 - iv. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.
- c. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").
- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
 - i. the exclusive purposes for which the student data will be used;
 - ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;
 - iii. that student data will be returned or destroyed upon expiration of the Agreement;
 - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and

- v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.
- f. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$10 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law, section 899-aa(6)(a).
- g. Except as set forth in paragraph (f) above, in the event SERVICE PROVIDER violates Education Law 2-d, said violation shall be punishable by a civil penalty of up to \$1,000. A second violation involving the same data shall be punishable by a civil penalty of up to \$5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to \$10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law section 899-aa(6)(a).
- h. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

25. **HIPAA and FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Education Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

26. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

27. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall:
 - i. be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
 - ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.
- f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
 - i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/ \$2,000,000 aggregate with coverage for sexual misconduct.

- ii. **Automobile Liability:**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

- iv. **Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
 - v. **Umbrella/Excess Insurance:**
\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.
- h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. SERVICE PROVIDER is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SCHOOL DISTRICT.
- i. SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). SERVICE PROVIDER further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer.

28. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance

with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

The Hagedorn Little Village School
750 Hicksville Road
Seaford, New York 11783

Valley Stream Union Free School District 24
75 Horton Avenue
Valley Stream, New York 11581
Attn: Director of Pupil Services

29. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

30. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

31. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

32. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

33. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, 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 written consent of the parties.

34. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

35. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

36. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

37. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

38. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

THE HAGEDORN LITTLE VILLAGE SCHOOL

Date: 8/17/23

By:  _____

APPENDIX A

The Hagedorn Little Village School Related Services 2023-2024 Rates

Service	Rate
Occupational and Physical Therapy (Individual)	\$62.00 per 30 minutes \$90.00 per 45 minutes \$124.00 per 60 minutes
Occupational or Physical Therapy Evaluation (including written report)	\$260.00 per evaluation
Speech/Language Services (Individual)	\$62.00 per 30 minutes \$90.00 per 45 minutes \$124.00 per 60 minutes
Speech/Language or Audiological Evaluation (including written report)	\$260.00 per evaluation
Educational Evaluation (including written report)	\$260.00 per evaluation
Psychological Evaluation (including written report)	\$500.00 per evaluation
Psychological Counseling Services (Individual)	\$94.00 per 30 minutes \$141.00 per 45 minutes \$188.00 per 60 minutes
ADOS Evaluation (including written report)	\$1,000.00 per evaluation
Augmentative Communication Evaluation (including written report)	\$676.00 per evaluation (1 or 2 sessions) \$104.00 per additional hour
Augmentative Communication Services/Training	\$104.00 per hour (on-site at HLV) \$156.00 per hour (off-site 0-14 miles) \$175.00 per hour (off-site 15-19 miles) \$200.00 per hour (off-site 20+ miles)
Parent Counseling & Training	\$100.00 per 45 minutes \$120.00 per 60 minutes
Special Education Teacher (Non-ABA) and Resource Room	\$69.00 per 40 minutes \$100.00 per 60 minutes
Consultant Teacher (Non-ABA)	\$69.00 per 40 minutes \$100.00 per 60 minutes
Consultant Teacher (ABA)	\$105.00 per 60 minutes \$210.00 per 120 minutes
ABA Teacher (Individual)	\$105.00 per 60 minutes \$210.00 per 120 minutes
Extended School Hours (ABA)	\$105.00 per 60 minutes \$210.00 per 120 minutes
Behavior Intervention Services (Individual)	\$105.00 per 60 minutes \$210.00 per 120 minutes

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and THE HAGEDORN LITTLE VILLAGE SCHOOL (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 750 Hicksville Road, Seaford, New York 11783.

WITNESSETH:

WHEREAS, pursuant to Education Law, SCHOOL DISTRICT is authorized by law to contract with institutions within the State of New York for the instruction of handicapped children in those situations where SCHOOL DISTRICT is unable to provide for the education of handicapped children in special classes in the public schools; and

WHEREAS, SERVICE PROVIDER represents that it will provide the level of services required to meet the needs of such children; and

WHEREAS, SERVICE PROVIDER is a registered non-public school chartered by the Board of Regents of the University of the State of New York as a non-profit education corporation authorized to establish, conduct, operate and maintain an educational program; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide instruction to the students enrolled in the program operated by SERVICE PROVIDER; and

WHEREAS, SERVICE PROVIDER warrants that it has reviewed the individualized educational program ("IEP") and/or the 504 accommodation plan of each pupil serviced by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such children with handicapping conditions; and

WHEREAS, SERVICE PROVIDER is ready and willing to provide SCHOOL DISTRICT's students with instruction as more fully described herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide adequate instruction, related services and/or a facility to the students from SCHOOL DISTRICT receiving services from SERVICE PROVIDER during the school year. The education provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with Commissioner's Regulations, all applicable Federal, State and local statutes,

rules and ordinances. SERVICE PROVIDER agrees to provide services in accordance with the State Education Department's regulations, using only professionals/service providers certified by the New York State Education Department. All services shall be provided in strict compliance with the student's IEP. SERVICE PROVIDER shall receive the approved IEP within 60 days of any CSE meeting conducted by SCHOOL DISTRICT during the Term of Agreement. SERVICE PROVIDER further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations. SERVICE PROVIDER shall provide the following additional services, consisting of, but not limited to, the following:

- i. Services based on individual student IEPs;
- ii. The implementation of goals and objectives for the educational services provided as per each individual student's IEP;
- iii. The completion of progress reports regarding student achievement of objectives as per report card schedules;
- iv. Provide the Committee on Special Education ("CSE") with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;
- v. Attend all such CSE meetings. SERVICE PROVIDER requires at least one month notification of CSE/Annual Review meetings in which a Certified School Psychologist's attendance is requested.
- vi. Comply with any testing requirements upon notification of such review dates.
- vii. Under the direction of the licensed professional, SERVICE PROVIDER will complete a Psychoeducational Evaluation for SCHOOL DISTRICT and student RP of SCHOOL DISTRICT. Psychoeducational Evaluations include: administration of assessments, staff interviews, classroom observation, and the development of a written report.

3. **PAYMENT SCHEDULE:**

- a. In full consideration for the services above to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the period of this Agreement, SCHOOL DISTRICT will pay to SERVICE PROVIDER, for each child, the tuition rate set by the State Education Department. If the tuition rates for this school year are not available at the beginning of that school year, SCHOOL DISTRICT shall pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that SERVICE PROVIDER will be paid in accordance with the rates applicable to that current school year. Any overpayments will be reimbursed by SERVICE PROVIDER to SCHOOL DISTRICT.

- b. SCHOOL DISTRICT shall be responsible for payment of the tuition as provided for in this Agreement as long as the child is enrolled in SERVICE PROVIDER's program. SCHOOL DISTRICT reserves the right to add or delete a child from the list of the children covered by this Agreement at any time during the school term. Enrollment for any period less than one (1) month shall be prorated.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

- a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.
- b. In the event the performance of SERVICE PROVIDER's services is rendered impossible or delayed by events beyond the control of parties, including but not limited to: war, social unrest, labor dispute, act of God, public health emergency, epidemic, pandemic, weather conditions, or regulations or restrictions imposed by any government or governmental agency, SCHOOL DISTRICT shall not be liable for the payment of tuition to SERVICE PROVIDER in the event SERVICE PROVIDER does not provide services to the student(s).

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to tuition and related service costs. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by SCHOOL DISTRICT, in accordance with section 175.6 of the Regulations of the Commissioner of Education.

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall

be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

13. **REPORTS TO STATE:** SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine SERVICE PROVIDER's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

14. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.

15. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

16. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

17. **STUDENT REMOVAL:** SCHOOL DISTRICT reserves the right to add or remove a child from the list of the children covered by this Agreement at any time during the year in accordance with the students' IEP and all applicable Federal and State laws and regulations. Payment for children added or removed shall be prorated for the period of time services were provided to the child. All appropriate statutory and regulatory notifications will be made by SCHOOL DISTRICT, including, but not limited to, the New York State Education Department. In the event that a student's continued presence poses a danger to the health or safety of the students or others, SERVICE PROVIDER may remove the student from the educational setting in accordance with law. In such event SCHOOL DISTRICT shall convene a CPSE or CSE as soon as possible to review the student's placement.

18. **STUDENT PRESCRIPTIONS:** Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.

19. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

20. **TERMINATION:**

- a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

21. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants it will, at a minimum, check monthly all of its employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and
- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

22. **CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

- b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:
 - i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
 - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
 - iv. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.
- c. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").
- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
 - i. the exclusive purposes for which the student data will be used;

- ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;
 - iii. that student data will be returned or destroyed upon expiration of the Agreement;
 - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
 - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.
 - f. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$10 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law, section 899-aa(6)(a).
 - g. Except as set forth in paragraph (f) above, in the event SERVICE PROVIDER violates Education Law 2-d, said violation shall be punishable by a civil penalty of up to \$1,000. A second violation involving the same data shall be punishable by a civil penalty of up to \$5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to \$10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law section 899-aa(6)(a).
 - h. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media

using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

23. **HIPAA and FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Education Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

24. **INDEMNIFICATION and HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

25. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall:
 - i. be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
 - ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.

g. Required Insurance:

i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/ \$2,000,000 aggregate with coverage for sexual misconduct.

ii. **Automobile Liability:**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

iv. **Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

v. **Umbrella/Excess Insurance:**
\$3,000,000 each occurrence and aggregate. Umbrella/ Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. SERVICE PROVIDER is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SCHOOL DISTRICT.

- i. SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). SERVICE PROVIDER further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer.

26. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

The Hagedorn Little Village School
750 Hicksville Road
Seaford, New York 11783

Valley Stream Union Free School District 24
75 Horton Avenue
Valley Stream, New York 11581
Attn: Director of Pupil Services

27. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

28. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

29. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

30. **SEVERABILITY**: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

31. **NO PRIOR AGREEMENTS**: This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, 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 written consent of the parties.

32. **AGREEMENT CONSTRUCTION**: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

33. **REPRESENTATIONS AND WARRANTIES**: SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

34. **AMENDMENT**: This Agreement may be amended only in writing and signed by the parties.

35. **NON-WAIVER**: No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

36. **CHARTER**: SERVICE PROVIDER shall maintain its charter as an approved educational program from the Regents of the University of the State of New York. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case SERVICE PROVIDER shall be entitled to no compensation for the portion of the school year in which the charter ceases to be maintained and shall reimburse SCHOOL DISTRICT any amounts already received for that portion of the school year. SERVICE PROVIDER shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to provision of educational services to disabled children.

37. **AUTHORIZATION TO ENTER AGREEMENT**: The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

THE HAGEDORN LITTLE VILLAGE SCHOOL

Date: 8/11/23

By: 

HENRY VISCARDI SCHOOL
§ 4201 SERVICE AGREEMENT

This Agreement made this 1st day of July, 2023 by and between the Henry Viscardi School ("hereinafter Receiving School") having its principal place of business located at 201 I.U. Willets Road, Albertson, NY 11507 and Valley Stream School District #24, ("Sending District") having its principal place of business for purposes of this Agreement at 50 Hungry Harbor Road, Valley Stream, NY 11581.

WITNESSETH:

WHEREAS, pursuant to Education Law §4402(2)(b) the Sending District is authorized to contract for special services or programs as the Sending School shall deem reasonable and appropriate for students with disabilities after consideration of the recommendations of the local committee on special education ("CSE"); and

WHEREAS, the Henry Viscardi School ("HVS") is chartered by the Board of Regents of the University of the State of New York pursuant to § 4201 of the New York State Education Law and as such is authorized to establish, conduct, operate and maintain an educational program for students with disabilities and provide related services to students with disabilities; and

WHEREAS, the Sending District desires for the Receiving School to provide such special education instruction and/or related services to certain students with disabilities residing within the Sending District; and

WHEREAS, the Receiving School acknowledges that it has reviewed the Individualized Education Program(s) ("IEP") of the student(s) to be served pursuant to this Agreement and warrants that it is capable of providing and will provide the level of instructional and related services required by each applicable IEP;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Term of Agreement:** The term of this Agreement shall be from July 1, 2023 through June 30, 2024 unless terminated earlier as set forth herein.
2. **Services:**
 - a. The Receiving School hereby agrees to furnish instruction and/or services as set forth in Appendix "A" to the students listed in Appendix "A".

- b. The Receiving School shall make appropriate personnel available to participate in Committee on Special Education ("CSE") meetings, as appropriate. In addition, the Receiving School shall provide the District with a copy of any progress reports, testing and/or observation reports, goals and objectives, etc. which are prepared in connection with the services provided pursuant to this Agreement, as well as any other reports or educational records, including but not limited to pupil attendance reports, requested by the District. The Sending District and/or its designated representatives shall have the right to visit the Receiving School during normal business hours upon a reasonable written request.

3. **Payments:**

- a. In full consideration for the educational services to be rendered by the Receiving School to the Sending District for the period of this Agreement, the Sending District will pay to the Receiving School, for each child, a Per Pupil Charge (PPC) set by the Commissioner of the New York State Education Department. If the PPC is not available at the beginning of the school year for the period of this Agreement, the Sending District shall pay the PPC applicable to the previous school year until the new PPC is set, at which time the parties shall adjust future tuition payments so that the Receiving School will be paid in accordance with the rates applicable to the school year set forth in this Agreement. The Sending District shall retroactively pay the Receiving School any underpayment for that current school year in accordance with the new PPC or any overpayments will be reimbursed by the Receiving School to the Sending District for that current school year.
- b. The Sending District shall be responsible for payment of the tuition as provided for in this Agreement as long as the child is enrolled in the Receiving School's program(s) in accordance with the termination provision(s) herein.
- c. Invoice Due On Monthly Basis: The Receiving School will submit an invoice for services rendered on a monthly basis, and payment to the Receiving School shall be made within thirty (30) days from receipt of invoice from the Receiving School. The invoice shall include time sheets and attendance, types of services rendered and fees payable and individuals who received services. Students shall be assigned an identification

number which shall be used in place of student names for billing purposes. The Sending District shall give the Receiving School notice of any invoice dispute within twenty (20) days of receipt of invoice.

- d. The Sending District may add or remove any student at any time during the term of this Agreement subject to the termination provisions herein. Payment for students that are added or removed shall be prorated for the time the services were provided to the student.
- e. No parent or guardian shall be required to make any payment for services on behalf of any child covered by this Agreement.

4. **Termination:**

Either the Sending District or the Receiving School may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

The Sending District shall only be responsible for the pro-rated portion of payment for services provided up to the effective date of the termination.

In the event of termination the Receiving School shall cooperate with the Sending District to wind down any activities hereunder and all reports or other materials due to the Sending District from the Receiving School shall be promptly completed.

Nothing in this paragraph "4" shall be construed to limit the Receiving School's right to immediately remove a student(s) from the academic setting in accordance with law, if the student's continued presence poses a danger to the health or safety of students or others. In that event, the Receiving School shall consult with the Sending District, and shall notify the Sending District of the removal in writing.

- 5. **Incidents:** The Receiving School shall notify the Sending District promptly of any problems, situations or incidents that occur during the provision of services. The Receiving School shall make available any incident reports and/or other documentation regarding incidents to the extent permitted by law.
- 6. **SAVE Legislation:** The Receiving School understands and agrees that it is responsible for compliance with all applicable Federal, State, local statutes, rules, and ordinances including the requirements of

Project SAVE and the SAFE SCHOOL ACTS ("Project SAVE"), with respect to any person providing services by or through the Receiving School under the terms of this Agreement. All persons providing services by or through the Receiving School under the terms of this agreement shall have received appropriate fingerprinting clearances required by law prior to providing services to the Sending District. Upon request the Receiving School shall provide a complete roster of all persons who will and/or may be providing services in connection with this Agreement and shall be responsible for immediately providing the Sending District with any modification to that roster throughout the course of the Agreement.

7. **Indemnification and Hold Harmless:** The Receiving School agrees to defend, indemnify and hold harmless the Sending District, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their corporate and individual capacities, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement. This provision shall survive termination of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This coverage must span the duration of this Agreement and include a modification and/or cancellation notice to the District of at least thirty (30) days. An applicable insurance endorsement, naming the Sending District as an additional insured, shall be provided to the Sending District by the Receiving School upon execution of this Agreement.

The Sending District agrees to defend, indemnify and hold harmless the Receiving School, its School Board, the Board's agents, officers, trustees, attorneys and employees, all in their corporate and individual capacities, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement. This provision shall survive termination of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This coverage must span the duration of this Agreement and include a modification and/or cancellation notice to the District of at least thirty (30) days. An applicable insurance endorsement, naming the Receiving School as an additional insured, shall be provided to the Receiving School by the Sending District upon execution of this Agreement.

8. **Insurance:**
 - a. The Receiving School shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the Receiving School and the Sending District, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the Receiving School in connection with the performance of the Receiving School's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000.00).
 - b. Upon the execution of this Agreement, the Receiving School agrees to effectuate the naming of the Sending District as an additional insured on the Receiving School's insurance policies, with the exception of worker's compensation and professional liability, and shall provide the Sending District with a Certificate of Insurance in this regard.
9. **Notice of Litigation:** In the event litigation is initiated or a request for an impartial hearing or administrative complaint is filed in connection with the provision of services under this Agreement, the parties shall promptly give written notice to the other party upon receipt of such notice.
10. **HIPAA:** Both parties acknowledge that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said regulations, where applicable. If at any time during the course of this Agreement it is determined by agreement of both parties or an entity with appropriate jurisdiction that either district is considered a "covered entity" as defined by HIPAA, the Sending District and Receiving School agree to enter into a Business Associate Agreement to ensure compliance with the Standards for Privacy of Individually Identifiable Health Information pursuant to HIPAA."
11. **Student Health Services:** Upon parental consent, the Sending District shall receive all medical prescription information from the parent/person in parental relation of any student referred to the Receiving School. The Sending District shall send the Receiving School copies of such prescription information upon its written request.

12. **Compliance with Law:** All services will be provided in accordance with Federal, State, Sending District and local law, rules, regulations, ordinances, policies, procedures, rules and standards.
13. **Licensing:** The Receiving School will ensure that its staff possesses any requisite licenses and qualifications to perform the services contracted for. The Receiving School shall verify the existence and validity of licenses and credentials and in the event the required license and/or certification of any agent, contractor or employee of the Receiving School providing services under this Agreement is revoked, terminated, suspended or otherwise impaired, the Receiving School shall immediately notify the Sending District. The Receiving School shall also verify that all individuals providing services under this Agreement are of good character and are in good professional standing. Where applicable, the Receiving School agrees to submit to the Sending District written proof of certification and/or licensing and forms to document the evaluation of and services provided to Medicaid eligible students.
14. **Assignment:** It is expressly understood that no party may assign their rights, duties and/or obligations under this Agreement without the written consent of the other party.
15. **No Discrimination:** Services provided under this Agreement shall be performed without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, military status, marital status, predisposing genetic characteristics or disability and the parties shall take affirmative action to ensure that such individuals are afforded equal opportunities without discrimination. Furthermore, with respect to disciplinary measures for students with disabilities, the Receiving School shall act in accordance with all applicable Federal, State and local laws, rules and regulations.
16. **Notices:** All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered in person or sent by registered or certified mail, to the address provided below. The parties may change such address upon written notice as set forth in this paragraph. Notices delivered in person shall be deemed communicated upon actual receipt. Notices delivered by mail shall be deemed communicated two (2) days after mailing:

To the Receiving School:

Henry Viscardi School,
201 I.U. Willets Road
Albertson, NY.
Attn: Sheryl Buchel, CFO

To the Sending District:

Valley Stream UFSD #24
Director of Special Education
50 Hungry Harbor Road
Valley Stream, NY 11581

17. **Audits:** The Receiving School agrees to cooperate with the State and its Agents and provide all information to them as may be required for the State and its Agents to fulfill their auditing or other legal responsibilities. This provision shall include but not be limited to, records in which the State and/or its Agents require in order to determine either party's compliance with any Federal or State statutes or regulations applicable to this Agreement. In the event the Receiving School is required to furnish such information, it shall be furnished at such times as required by the State and/or its Agents.
18. **Commissioner of Education:** The Receiving School agrees that the New York Commissioner of Education and/or his/her designated representatives shall have the right to visit the Receiving School as it reasonably deems necessary.
19. **Independent Contractor:** The relationship of the Receiving School and the Sending District over the course of this Agreement shall at all times be deemed an Independent Contractor. Employees of the Receiving School are solely deemed employees of the Receiving School for purpose of this Agreement and the Receiving School is entirely responsible for their supervision, work, and compensation. The Receiving School, its officers, employees and/or agents shall not hold itself out as employees of the Sending District. Employees of the Receiving School will not be entitled to participate in any of the Sending District's employee benefit programs such as workers' compensation, unemployment insurance, retirement benefits, fringe benefits, disability benefits, or other similar programs. To the extent required by Federal or State requirements, the parties agree to submit a Form 1099 and IT 2102.1 to the Federal Government at year-end for all individuals with a gross income that exceeds \$600, which shall be reported for income tax purposes.
20. **Confidentiality:** The Receiving School, its employees, and/or agents acknowledge and agree that all information obtained, transmitted,

reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Agreement shall be deemed confidential. The parties, their employees, and/or agents acknowledge and agree to comply with all laws, rules, and/or regulations, which shall include but not be limited to the requirements of the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal and/or State law, rule and/or regulation. The Receiving School, its employees, and/or agents further agree that any information obtained during the course of this Agreement which relates to the personal, financial, or other affairs of the Sending District, its employees, and/or their agents shall be deemed confidential. The Receiving School agrees that it will not disclose confidential information directly or indirectly to third parties except as provided for and necessitated under this Agreement or law. This provision will survive the termination of this Agreement.

21. **Reservation of Rights:** The Receiving School reserves all rights in law or in equity not otherwise expressly provided for in this Agreement.
22. **Enforcement:** Neither parties' course of dealing nor the failure, omission, or delay of either party to enforce any right under this Agreement shall be construed as a waiver nor limitation of that party's right to subsequently enforce every right under this Agreement. Furthermore, no partial or single exercise of any right under this Agreement shall be construed as a waiver or limitation of that party's right to subsequently enforce every right under this Agreement. In order for a waiver to be effective under this Agreement, it shall be expressly stated in writing and signed by the party to be charged with such waiver. No waiver under this Agreement shall constitute a continuing waiver, a waiver with regards to any other or subsequent breach or default of such provision, or a waiver of any other right hereunder, unless it is expressly stated in writing and signed by the party to be charged with such waiver.
23. **Entire Agreement:** This Agreement contains the entire agreement between the parties and shall not be modified, except in writing and signed by both parties.
24. **Severability:** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
25. **Execution:** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same

document as if all parties had executed a single original document. This Agreement may be executed by facsimile copy and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

26. **Warranties:** Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered and that the performance of its obligations under this Agreement do not conflict with any order, law, rule or regulation or any Agreement or understanding by which such party is bound.
27. **Record Retention:** Both parties shall comply with all record retention requirements applicable under law to the records pertaining to this Agreement.
28. **Construction:** The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against either party. Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement in any way or limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, entity or entities may require.
29. **Conflicts of Interest:** The Receiving School represents that there are no conflicts of interest between the Receiving School and the Sending District and/or that would otherwise limit Sending School's participation in this Agreement.
30. **Governing Law:** This Agreement shall be governed, interpreted and enforced in all respects by the laws of the State of New York, without regard to conflict or choice of law principles. Furthermore, all claims relating to or arising out of this Agreement, or breach thereof, including, but not limited to, claims sounding in contract or tort, shall also be governed, interpreted and enforced in all respects by the laws of the State of New York, without regard to conflict or choice of law principles. Each of the parties agrees to submit to the jurisdiction of the courts of the State of New York, County of Nassau or the Federal Court otherwise having jurisdiction. As such, the parties agree that any action related to this Agreement shall be litigated in such courts and waives any defense it may have with regards to improper venue or *forum non conveniens*,
31. **Authorization for Agreement:** The undersigned parties' representatives warrant and agree that they are duly authorized agents who possess the legal right and authority to enter into this Agreement

and bind each party with respect to its obligations set forth herein.

32. **Survival:** All provisions of this Agreement that would reasonably be expected to survive the termination or expiration of this Agreement shall do so.

By: *S. Buchel* *Ⓢ* _____
HVS Representative, Sheryl P. Buchel
Chief Financial Officer

Date: *7/11/23* _____

By: _____
Sending District, Representative

Date: _____

CONSULTANT SERVICES CONTRACT
(Nursing Services)

This Agreement is entered into this _____ day of _____, 2023 by and between the Board of Education of the **Valley Stream Union Free School District 24** (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581, and **Homecare Therapies LLC d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 20 Jerusalem Avenue, 3rd Floor, Hicksville, New York, 11801.

A. **TERM:**

The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
 - Nursing Services
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), Section 504 Accommodation Plan and/or Individual Health Services Plan (as applicable), as may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of the foregoing.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to

students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
14. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby

acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

15. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
 - a. The CONSULTANT, at its sole expense, shall procure and maintain the following insurance policies, including the Board of Education, employees and volunteers, as additional insured, as follows:
 - Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 aggregate
 - Automobile Liability
\$1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.
 - Workers' Compensation
Statutory Workers' compensation and employers' liability insurance for all employees
 - Professional liability insurance
Covering the consultant for errors and omissions arising services provided under the contract with the DISTRICT in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.

CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT.

- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE ATTACHED FEE SCHEDULE A

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
 - * *If the services provided pursuant to this Agreement are covered by Medicaid, CONSULTANT shall bill Medicaid directly for such services, and will accept the Medicaid reimbursement as payment in full for such services.*
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims,

demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

- b. The DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District:

Superintendent of Schools
Valley Stream UFSD 24
75 Horton Avenue
Valley Stream, New York 11581

To Consultant:

Horizon Healthcare Staffing
20 Jerusalem Avenue, 3rd Floor
Hicksville, New York, 11801

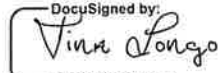
5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

- 9. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
- 10. Entire Agreement: This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 11. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 12. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

HORIZON HEALTHCARE STAFFING

VALLEY STREAM UFSD 24

DocuSigned by:

 18B3D821835247A

By: Tina Longo, CVT
Director of Medical Services
& Marketing

By: _____
President, Board of Education

Date: 6/29/2023

Date: _____

SCHEDULE A (Skilled Nursing)

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for RFP# School Name valid through June 30, 2024. The rate schedule is subject to yearly rate increases and will be based on RFP# School Name approval for each subsequent year.

Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions
2023-2024 Services and Rates

Registered Nurse (RN)	\$64.80 per hour	– Health Office / Trip
Registered Nurse (RN)	\$68.80 per hour	– 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$73.80 per hour	– 1:1 (enhanced nursing services for medically fragile special needs students) *
RN Overnight School Trips	\$64.80 per hour	– Day Hours (7:30 am- 8:30 pm)
	\$10.00 per hour	– On-Call hours (8:30 pm-7:30 am)
Registered Nurse Visit (dispense meds)	\$95.00 per visit	
Licensed Practical Nurse (LPN)	\$47.00 per hour	– Health Office / Trip
Licensed Practical Nurse (LPN)	\$55.00 per hour	- 1:1 Skilled Nursing Services
Licensed Practical Nurse (LPN) Specialty	\$57.00 per hour	– 1:1 (enhanced nursing services for medically fragile special needs students) *
Medical Assistant	\$41.00 per hour	
Certified Nursing Assistant (CNA)	\$32.00 per hour**	
Paraprofessional	\$29.50 per hour**	
Home Health Aide (HHA)	\$32.00 per hour	
Student Transportation ONLY-RN	\$100.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- LPN	\$75.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY-CAN/PARA	\$60.00 per hour	(2.0 hour minimum each way) ***

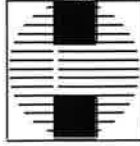
* Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.

**Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the assigned individual. This would be added to the invoice.

***This service is only for students needing a clinician on the bus ride to and from school and NOT in school during the day.

- If the same clinician works in the School District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.
- The minimum daily school assignment (s) is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.
- Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise, a 50% charge will be billed for the lost shift wages.
- If a clinician must stay beyond the student's scheduled IEP or school hours, Horizon reserves the right to bill School District for the extra time involved

Horizon
Healthcare
Staffing



Horizon Group

Horizon Healthcare Staffing

Non- Hire Clause

School District Agrees not to hire, or to use the services of any nurse assigned to it by Service Provider for one (1) year after the last date of the assignment of the nurse by Service Provider for (1) year after the last date of the assignment of the nurse by the Service Provider, unless otherwise provided herein. In the event that the School District utilizes any nurse assigned to it by Services Provider on a permanent or temporary basis, School District agrees to pay Service Provider a consulting fee in the amount of \$3,000.00. It is hereby agreed that said consulting fee is reasonable and appropriate for such referral.

DocuSigned by:
Tina Longo 6/29/2023
19B2D621835247A

Tina Longo, CVT
Director of Medical Services
Horizon Healthcare Staffing

Print Name

Authorized Signature

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 2023 by and between the Board of Education of the **Valley Stream Union Free School District 24** (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581, and **Homecare Therapies LLC d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 20 Jerusalem Avenue, 3rd Floor, Hicksville, New York, 11801.

A. TERM:

The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
 - Speech Therapy
 - Occupational Therapy
 - Physical Therapy
 - Psychological Services
 - Social Worker
 - Evaluations
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.

14. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
15. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
 - a. The CONSULTANT, at its sole expense, shall procure and maintain the following insurance policies, including the Board of Education, employees and volunteers, as additional insured, as follows:
 - Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 aggregate
 - Automobile Liability
\$1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.
 - Workers' Compensation
Statutory Workers' compensation and employers' liability insurance for all employees
 - Professional liability insurance

Covering the consultant for errors and omissions arising services provided under the contract with the DISTRICT in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.

CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT.

- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE ATTACHED FEE SCHEDULE A

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice and reserves the right to withhold payment pending the resolution of the dispute.

5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including

attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

- b. The DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. Unal Karakas
Superintendent of Schools
Valley Stream UFSD 24
75 Horton Avenue
Valley Stream, New York 11581

To Consultant: Horizon Healthcare Staffing
20 Jerusalem Avenue, 3rd Floor
Hicksville, New York, 11801

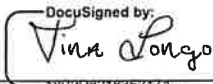
5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
8. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

- 9. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
- 10. **Entire Agreement:** This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 11. **Amendment:** This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 12. **Execution:** This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

HORIZON HEALTHCARE STAFFING

VALLEY STREAM UFSD 24

By: 
 Tina Longo, CVI
 Director of Medical Services
 & Marketing

By: _____
President, Board of Education

Date: 6/29/2023

Date: _____

SCHEDULE A
(Related Services)

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for RFP# School Name valid through June 30, 2024. The rate schedule is subject to yearly rate increases and will be based on RFP# School Name approval for each subsequent year.

Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions
Services and Rates
2023-2024

Psychologist- Ph.D.	\$130.00 per hour	
Psychologist- Master Level	\$105.00 per hour	
Social Worker	\$66.00 per hour	
Board Certified Behavior Analyst (BS)	\$80.00 per hour	
Board Certified Behavior Analyst (MS)	\$105.00 per hour	
Board Certified Behavior Analyst (Ph.D)	\$130.00 per hour	
Registered Behavior Technician (RBT)	\$45.00 per hour	
ABA Evaluations	\$130.00 per hour	(one hour minimum per evaluation)
Teacher's Assistant (Instructional certified)	\$40.00 per hour	
Teacher's Aide (Instructional- non-certified)	\$35.00 per hour	

- **If the same clinician works in the School District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.**
- **The minimum daily school assignment (s) is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.**
- **Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift: otherwise, a 50% charge will be billed for the lost shift wages.**
- **If a clinician must stay beyond the student's scheduled IEP or school hours, Horizon reserves the right to bill School District for the extra time involved**

Related Educational Services - Session Rates

Occupational and Physical Therapist	\$62.00	per thirty (30) minute individual session at one site.
	\$80.00	per group in a thirty (30) minute group session. [A group consists of up to three (3) students at one site] *
	\$205.00	per evaluation
CSE Consultation Meetings for OT, PT, ST	\$60.00	per thirty (30) minute session (billing will be prorated for longer sessions) *
PTA and COTA	\$58.00	per thirty (30) minute individual session at one site for two (2) or more students. *
	\$70.00	per group in a thirty (30) minute group session. A group consists of up to three (3) students at one site*
Speech Therapist	\$66.00	per thirty (30) minute individual session at one site
	\$90.00	per group in a thirty (30) minute session. A group consists of up to three (3) students.
	\$235.00	per evaluation
Speech Therapist – Bi-Lingual	\$76.00	per thirty (30) minute individual session at one site
	\$95.00	per group in a thirty (30) minute session. A group consists of up to three (3) students.
	\$250.00	per bi- lingual evaluation
Prepare Reports/ Documentation	Billed at \$40 per half hour (prior school district authorization required)	

* Mandates of more than thirty (30) minutes will be prorated

* When Occupational, Physical, and or Speech Therapy Services are provided for one single student at a site or home based the rate is \$105.00 per thirty (30) minute session.

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for RFP# School Name valid through June 30, 2024. The rate schedule is subject to yearly rate increases and will be based on RFP# School Name approval for each subsequent year.

Horizon
Healthcare
Staffing



Horizon Group

Addendum "A"
Clinical Staffing Agreement
2023-2024 Rate Schedule

This will serve as an Addendum to the 2023-2024 Agreement between **Valley Stream Union Free School District 24** (hereinafter referred to as the "SCHOOL"), as the party of the first part, having principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and **Home Care Therapies d/b/a Horizon Healthcare Staffing** (hereinafter referred to as "HORIZON"), as the party of the second part, having principal place of business at 20 Jerusalem Avenue, 3rd Floor, Hicksville, New York 11801.

The Addendum Agreement shall be in effect for the period July 1, 2023 through June 30, 2024, unless terminated earlier, as set forth herein.

A bilingual social worker will be added to the 2023-2024 Clinical Staffing Agreement rate schedule. The bill rate is listed below:

- **Bilingual Social Worker - \$80.00 per hour (1- hour minimum)**

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

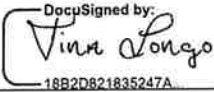
VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

TINA LONGO, CVT, Director of Medical Services
HOME CARE THERAPIES d/b/a
HORIZON HOMECARE STAFFING

Date: 6/29/2023

By:  _____
18B2D821835247A

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of September, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 ("SCHOOL DISTRICT"), having its principal place of business located at 75 Horton Ave, Valley Stream, NY 11581, and HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY, ("CONSULTANT"), having its principal place of business for purposes of this Agreement at 125 High Street, Boston, Ma 02110.

1. **TERM:** The term of the within Agreement shall be from September 1, 2023, through June 26, 2024, unless earlier terminated as provided herein.
2. **CONDITIONS:** The School District shall retain the Consultant to provide certain consultation, training and/or professional development services for the School District under the terms and conditions hereinafter set forth. The Consultant shall perform services only to the extent authorized by the School District.
3. **DUTIES AND SERVICES:** The Consultant shall provide the following services:
 - a. As set forth in Exhibit A, attached hereto and made part hereof. Dates and times to be determined upon agreement of the parties. To the extent the terms of Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting terms.
 - b. The School District reserves its right to maintain flexibility regarding topics and dates with respect to meetings and coaching set forth in Exhibit A (attached) based upon the District's needs.
 - c. In the event that changes in school structure due to the pandemic prohibit in-person services, the Consultant agrees to conduct services via Zoom, subject to the School District's prior written approval.
4. **FEES & EXPENSES:** During the term of this Agreement, the School District agrees to pay the Consultant per Exhibit A (attached) for a total amount not to exceed \$14,400.00, to be paid at the rate set forth therein within 30 days after receipt of Consultant's invoice, subject to the satisfactory completion of services. Except as otherwise set forth herein or in Exhibit A annexed hereto, Consultant shall be responsible for all costs and expenses incurred by Consultant that are incident to the performance of services for School District, including, but not limited to, all tools, vehicles, or other equipment to be provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. School District shall not be responsible for any expenses incurred by Consultant in performing services for School District. Consultant's invoice shall include time sheets and attendance, types of services rendered and fees payable. School District shall give Consultant notice of any invoice dispute within ten (10) days of its receipt. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of School District's rights or prevent School District from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **RELATIONSHIP BETWEEN THE PARTIES:** The Consultant is retained by the School District only for the purposes and to the extent set forth in this agreement, and its relation to the School District shall, during the periods of its services hereunder, be that of an independent contractor. The Consultant shall be free to dispose of that portion of its time, energy, and skill during regulation business hours as the Consultant is not obligated to devote hereunder to the School District in such a manner as it sees fit and to such persons, firms or corporations as it deems advisable. Neither the Consultant nor its employees shall be considered as having employee status or entitled to participate in any of the School District's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance or other similar employee benefit program.

6. **INCOME TAX DESIGNATION:** The School District shall not withhold from sums payable to Consultant under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be Consultant's sole responsibility.

7. **CONFIDENTIALITY:** Consultant, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Consultant, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Consultant further agrees that any information received by Consultant, its employees, and/or agents during the course of the services provided pursuant to the Agreement which concerns the personal, financial, or other affairs of School District, its employees, agents, clients, and/or students will be treated by Consultant, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. Consultant acknowledges its responsibility to maintain the security and privacy of student, teacher and/or principal data and its responsibility to adhere to all applicable federal and state statutes and regulations including but not limited to and the Family Educational Rights and Privacy Act (20 USC § 1232g) and New York Education Law § 2-d. Consultant shall complete and execute a Data Privacy and Security Agreement in connection with the services provided pursuant to this Agreement. In the event of a breach of the within confidentiality provision, Consultant shall ~~immediately~~ ^{promptly} notify School District and advise it as to the nature of the breach and the steps the Consultant has taken to minimize said breach. Consultant shall indemnify and hold School District harmless from any claims arising from its breach of the within confidentiality provision. ^{third party} The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

8. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, Consultant shall obey all School District rules and regulations and must follow all reasonable directives of School District's administrators and employees.

9. **DEFENSE AND INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the School District, the Board of

*that is due to the Consultant's negligence, willful misconduct by Consultant and which is not also caused by the negligence, willful misconduct or material breach of the Agreement by School District or by third parties beyond the control of Consultant, provided that if Consultant is required to indemnify School District, Consultant's liability hereunder shall be reduced to the extent of the relative fault, if any, of the District.

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Education, their officers, directors, agents and employees, harmless from and against any and all penalties, interest or any other payment assessed against the District by any taxing authority should the Consultant's status as an independent contractor be disallowed by the taxing authority. Consultant further agrees that, to the fullest extent permitted by law, it shall defend, indemnify and hold harmless School District, the Board of Education, their officers, directors, agents and employees from and against all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") in connection with any action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Consultant or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the negligence, misconduct or breach of this Agreement by School District.

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if Consultant is required to indemnify School District, Consultant's liability hereunder shall be reduced to the extent of the relative fault, if any, of the District. 10. ^{^negligent} **INSURANCE:** Consultant agrees to maintain the following insurance and name the School District as an additional insured on Consultant's commercial general liability and excess liability insurance policies:

- a. **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate. The policy shall provide coverage for claims of negligent hiring, training and supervision, including claims arising in the context of sexual molestation, abuse, harassment, or other sexual misconduct.
- b. **Automobile Liability:** \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- c. **Workers' Compensation, Employers' Liability and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. A self-employed person and certain partners and corporate officers may be excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person seeking an exemption must submit proof of filing of a CE-200 form with the New York State Workers Compensation Board.
- d. **Professional Errors and Omissions Insurance:** \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of Consultant and its employees performed under this Agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.

Said policies shall be from an A.M. Best rated "Secure" insurer, licensed in New York State and shall state that Consultant's coverage shall be primary and non-contributory coverage for School District, its Board, employees and volunteers. School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. At the School District's request, Consultant shall provide a copy of the declaration page of the liability policy with a list of endorsements and forms. If so requested, Consultant will provide a copy of the policy endorsements and forms. In the event that any of the insurance coverage to be provided by Consultant contains a deductible, Consultant shall indemnify and hold School District harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of Consultant.

Consultant shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Consultant and School District from claims set forth below for which Consultant may be legally liable, whether such operations be by Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Consultant hereby agrees to effectuate the naming of School District as an unrestricted additional insured on Consultant's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The School District, in its sole discretion, may waive some requirements of this paragraph; any such waiver must be in writing signed by an authorized representative of the School District.

Consultant shall provide the School District with evidence of the above insurance requirements upon execution of this Agreement. Consultant further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects Consultant to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages School District sustains as a result of this breach. In addition, Consultant shall be responsible for the indemnification to School District of any and all ^{actual} costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

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11. **ASSIGNMENT OF AGREEMENT:** Consultant shall not assign, transfer or convey any of its rights or obligations under this Agreement without the prior written consent of School District.
12. **MUTUAL AGREEMENT:** This agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
13. **DISCRIMINATION PROHIBITED:** Neither School District nor Consultant will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Nassau, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper

venue or *forum non conveniens* to the conduct of and proceeding in any such court.

15. **COMPLIANCE WITH SAVE LEGISLATION:** The Consultant understands and agrees that, unless its instructors and employees will have no direct contact with school-aged students, it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The Consultant shall adhere to all applicable requirements and protocols as established by the School District and the State Education Department of New York.

16. **TERMINATION:**

- a. This Agreement may be terminated by the School District upon ~~seven (7)~~^{ninety (90)} days' written notice to the Consultant. In the event of such termination, the parties will adjust and prorate the accounts due and payable to Consultant for services actually rendered up to the effective date of termination, subject to any cancellation provisions set forth in Exhibit A. The Consultant will not incur any additional expenses upon receipt of School District's notification that Consultant's services have been terminated. laj
- b. This Agreement may be terminated by the School District in the event of a material breach by Consultant, ~~upon three (3) days'~~^{if the breach is not cured after a sixty (60) day opportunity to cure the} written notice from the School District to Consultant. ^{breach, if the breach is not}
- c. Notwithstanding anything to the contrary contained in the Agreement or in Exhibit A or any other related documents, the School District expressly reserves the right to ~~immediately~~^{cured, terminate with} suspend, cancel or terminate the Consultant's services under this Agreement in the event that its schools are closed and/or it becomes illegal, impossible or impracticable to continue the Consultant's services due to any reason, including but not limited to any force majeure event, and upon the School District's exercise of such right, the Consultant, its officers, employees and/or agents shall not be entitled to further compensation, payments, cancellation fees, charges, or any other benefits pursuant to this Agreement for the duration of such closure, unless agreed to in writing between the Consultant and the School District. Force majeure events shall include any condition beyond the School District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including COVID-19 or similar epidemic or outbreak, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental or quasi-governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of Consultant's services, Consultant shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to any payment, cancellation fees or any other charges for any previously scheduled services that were not actually rendered prior to the date of such school closing.

17. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between School District and Consultant, and supersedes all prior written and

oral agreements, commitments or understandings with respect thereto. The Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

18. **COUNTERPARTS:** This Agreement may be signed in counterparts and/or electronically by the parties. Electronic signatures, if otherwise valid, shall be considered the same as handwritten signatures and scanned and facsimile signatures shall also be effective to bind such party to this Agreement.

INWITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: _____ By: _____
Name: _____
Title: _____

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY


Date: August 8, 2023 By: 
Name: **Lisa Jacobson**
Title: **Sr Director, Bids and Contracts**

EXHIBIT A



Houghton Mifflin Harcourt

Proposal #008792085

Prepared For

Valley Stream 24

75 Horton Ave
Valley Stream NY 11581

Attention:
Lisa Conte
lconte@vs24.org

For the Purchase of:

Professional Development

Prepared By
Jennifer Glennon
jennifer.glennon@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Lisa Conte
lconte@vs24.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Valley Stream 24

ISBN	Title	Price	Quantity	Value of All Materials
<u>Professional Development</u>				
Go Math				
1832687 9780358727163	Getting Started: Introduction to Go Math on Ed Live Online 2-Hour Grade K-6 GO Math/Waggle (Grades K-6) Getting Started with a focus on differentiation, progress monitoring, best practices, and coaching	\$800.00	14	\$11,200.00
Total for Go Math				
Into Reading				
1810628 9780358574088	Getting Started: Introduction to Into Reading K-6 Live Online Version 2 2-Hour Into Reading (Grades 3-6) Getting Started with a focus on differentiation, progress monitoring, best practices, and coaching	\$800.00	4	\$3,200.00
Total for Into Reading				
<u>Total for Professional Development</u>		\$14,400.00		

Total Savings:	\$0.00
Subtotal Purchase Amount:	\$14,400.00
Shipping & Handling:	\$0.00
Total Cost of Proposal (PO Amount):	\$14,400.00

****Please add proper sales tax to your order****

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Lisa Conte
lconte@vs24.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Total Cost of Proposal (PO Amount): \$14,400.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Valley Stream Union Free SD 24 75 Horton Ave Valley Stream, NY 11581-1420	Sold to: Valley Stream Union Free SD 24 75 Horton Ave Valley Stream, NY 11581-1420
--	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 8/2/2023

Proposal Expiration Date: 9/30/2023



Houghton Mifflin Harcourt

Send **Check Payments** to:
 Houghton Mifflin Harcourt Publishing Company
 14046 Collections Center Drive
 Chicago, IL 60693

Attention:
 Lisa Conte
 lconte@vs24.org

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary

VALLEY STREAM UFSD #24

**Treasurer's Report
and
Bank Collateral Statements
June 30, 2023**

Respectfully submitted:

Brian K. Cleary, C.P.A.

Brian K. Cleary, C.P.A.

7/24/2023

Date

VALLEY STREAM UFSD #24
 TREASURER'S REPORT
 FOR THE MONTH ENDED

06/30/23

GENERAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Checking	NY Class	Metropolitan Commercial	Totals
Cash Balance - Beginning	\$ 8,449,412.10	\$ 56,587.41	\$ 105,892.61	\$ 4,168,151.17	\$ 12,780,043.29
Add - Receipts	6,127,572.22	1,609,025.63	426.40	16,615.50	7,753,639.75
Total	14,576,984.32	1,665,613.04	106,319.01	4,184,766.67	20,533,683.04
Less - Disbursements	(8,171,412.22)	(1,615,226.44)	-	-	(9,786,638.66)
June 30, 2023	6,405,572.10	50,386.60	106,319.01	4,184,766.67	10,747,044.38
Deposits In Transit	(200.00)	-	-	-	(200.00)
Outstanding Checks	49,983.31	332,924.74	-	-	382,908.05
Total	6,455,355.41	383,311.34	106,319.01	4,184,766.67	11,129,752.43
Net Wires in Transit	-	-	-	-	-
Reconciling items	-	-	-	-	-
Balance Per Statement	\$ 6,455,355.41	\$ 383,311.34	\$ 106,319.01	\$ 4,184,766.67	11,129,752.43

TRUST & AGENCY FUND

	JPMorgan Chase Payroll	JPMorgan Chase Scholarship	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 2,483.31	\$ 522.80	\$ 16,625.00	\$ 19,631.11
Add - Receipts	2,501,545.79	0.99	952.33	2,502,499.11
Total	2,504,029.10	523.79	17,577.33	2,522,130.22
Less - Disbursements	(2,501,199.06)	-	(17,142.61)	(2,518,341.67)
Cash Balance - End	2,830.04	523.79	434.72	3,788.55
Deposits In Transit	-	-	-	-
Outstanding Checks	19,441.33	-	2,784.17	22,225.50
Total	22,271.37	523.79	3,218.89	26,014.05
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 22,271.37	\$ 523.79	\$ 3,218.89	\$ 26,014.05

SCHOOL LUNCH FUND

SPECIAL AID FUND

CAPITAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Federal Fund	JPMorgan Chase Capital Fund	Totals
Cash Balance - Beginning	\$ 12,712.81	\$ 7,415.01	\$ 3,923.19	\$ 20,127.82
Add - Receipts	41,044.68	280,033.77	150,055.57	321,078.45
Total	53,757.49	287,448.78	153,978.76	341,206.27
Less - Disbursements	(46,424.33)	(281,532.76)	(149,117.50)	(327,957.09)
Cash Balance - End	7,333.16	5,916.02	4,861.26	13,249.18
Deposits In Transit	(180.50)	-	-	(180.50)
Outstanding Checks	32,972.10	14,685.32	-	47,657.42
Total	40,124.76	20,601.34	4,861.26	60,726.10
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 40,124.76	\$ 20,601.34	\$ 4,861.26	60,726.10

Total Funds

0.00
11,216,492.58

**VALLEY STREAM UFSD #24
TREASURER'S REPORT
FOR THE MONTH ENDED**

06/30/23

COLLATERAL ANALYSIS

Bank Statement Balances - end of month

	JPMorgan Chase	Metropolitan Commercial	NY Class
		**	***
General Fund - Checking	\$ 6,455,355.41		
General Fund - NY Class		4,184,766.67	106,319.01
GF Trust & Agency - Checking	383,311.34		
Trust & Agency - Payroll	22,271.37		
Trust & Agency - Scholarship	523.79		
School Lunch Fund	40,124.76		
Federal Fund	20,601.34		
Capital Fund	4,861.26		
Trust & Agency - Student Dept	3,218.89		
	<u>\$ 6,930,268.16</u>	<u>\$ 4,184,766.67</u>	<u>\$ 106,319.01</u>
Less:			
FDIC - General Fund	\$ (250,000.00)	\$ (4,184,766.67)	\$ (250,000.00)
FDIC - Payroll	(22,271.37)	-	-
Bank Balances not covered by FDIC	6,657,996.79	-	-
Required Collateral	6,791,156.73	-	-
Collateral Held by 3rd Party - BNY Mellon	-	-	-
Collateral JPMorgan Chase	(6,814,540.00)	-	-
Collateral Held by NY Class	-	-	-
If this Line balance is negative COLLATERAL IS ADEQUATE !	<u>\$ (23,383.27)</u>	<u>\$ -</u>	<u>\$ -</u>

** All accounts invested in various banks and FDIC insured

*** No individual collateral statement as the money is pooled. The collateral provided by NY Class states all money 100-102% collateralized.

Total Requirements as of 06/23/2023: \$9,483,955.59 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
399223DE3	GROSSMONT CALIF HEALTHCARE DIS 20350715 4.00000	7,300,000.00	7,342,851.00
495224X77	KING CNTY WASH SCH DIST NO 411 20291201 4.00000	2,875,000.00	2,875,603.75
Total Market Value:			10,218,454.75

Total Requirements as of 06/26/2023: \$9,478,052.81 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
882723ZL6	TEXAS ST 20361001 4.00000	7,180,000.00	7,217,623.20
93974DCE6	WASHINGTON ST 20320801 5.00000	2,510,000.00	2,513,790.10
Total Market Value:			9,731,413.30

Total Requirements as of 06/27/2023: \$6,746,968.00 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
386155DA0	GRAND PRAIRIE TEX INDPT SCH DI 20360215 4.00000	6,705,000.00	6,747,442.65
Total Market Value:			6,747,442.65

Total Requirements as of 06/28/2023: \$6,746,487.20 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
79771TMN4	SAN FRANCISCO CALIF CITY & CNT 20360615 4.00000	4,235,000.00	4,297,381.55
8827236N4	TEXAS ST 20390801 5.00000	2,380,000.00	2,449,424.60
Total Market Value:			6,746,806.15

Total Requirements as of 06/29/2023: \$6,785,029.13 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
25476FUK2	DISTRICT COLUMBIA 20360601 4.00000	45,000.00	45,711.00
373384P75	GEORGIA ST 20311201 4.00000	6,725,000.00	6,743,628.25
Total Market Value:			6,789,339.25

Total Requirements as of 06/30/2023: \$6,813,873.52 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
93974D6W3	WASHINGTON ST 20410201 5.00000	6,320,000.00	6,814,540.00
Total Market Value:			6,814,540.00

July 31, 2023

The Board of Education
Valley Stream 24 UFSD
Valley Stream, NY 11581

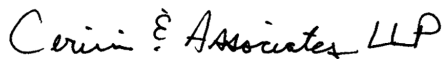
Board of Education:

During our claims audit procedures conducted in July 2023, we reviewed approximately 148 claims, which total 1,350,167.86, and have noted no findings. We have approved all claims presented as valid claims against the District.

We understand the fiduciary duty of the Board of Education, as well as the role of the claims auditor in ensuring that all disbursements are valid and handled according to the provisions of the Education Law and the Board's policies and procedures.

Should you have any questions regarding anything included in our report, please do not hesitate to contact us at (631) 582-1600.

Sincerely,

A handwritten signature in cursive script that reads "Cerini & Associates LLP".

Cerini & Associates, LLP
Claims Auditors



**Valley Stream 24 UFSD
Warrant Summary
July 2023**

The following claims on warrants listed below have been duly audited and ordered paid by Cerini & Associates, LLP (C&A).

Warrant Number	Fund	Beg Check Number	End Check Number	Number of Claims on Warrant	Approved Number of Claims	Approved Amount
1	A	5959	5995 Wires	55	55	\$ 174,453.99
2	A	5996	6007 Wires	19	19	\$ 278,867.99
4	A	6008	6016 Wires	17	17	\$ 217,290.43
5	A	6017	6032 Wires	24	24	\$ 14,622.16
3	A		Wire	1	1	\$ 160,922.30
1	C	1155	1155	1	1	\$ 117.50
1	F	1293	1294 Wires	4	4	\$ 4,207.22
3	F	1295	1296 Wire	3	3	\$ 29,862.05
2	F		Wire	1	1	\$ 15,864.87
1	T	1770	1770	1	1	\$ 813.78
3	T	1771	1773	3	3	\$ 304,326.03
2	T		Wires	10	10	\$ 55,399.70
4	T		Wires	9	9	\$ 93,419.84
			Totals	148	148	\$ 1,350,167.86

The detailed documentation supporting the claims listed above has been reviewed and approved by the Claims Auditor and the payment of each certified claim verified that it was

The aforementioned function was performed by representatives of Cerini & Associates, LLP as certified below.

Cerini & Associates LLP

Claims Auditor
Cerini & Associates, LLP

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 6/30/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.4	BOARD OF ED EXPENSES		15,000.00	23,365.00	38,365.00	34,823.09	0.00	3,541.91
A 1010.45	BOARD OF ED SUPPLIES		1,200.00	0.00	1,200.00	1,162.95	0.00	37.05
1010	BOARD OF EDUCATION	*	16,200.00	23,365.00	39,565.00	35,986.04	0.00	3,578.96
A 1040.16	DISTRICT CLERK SALARY		15,810.00	0.00	15,810.00	15,354.19	0.00	455.81
A 1040.4	DISTRICT CLERK EXPENSE		250.00	0.00	250.00	130.00	0.00	120.00
A 1040.45	DISTRICT CLERK SUPPLIES		250.00	0.00	250.00	234.04	0.00	15.96
1040	DISTRICT CLERK	*	16,310.00	0.00	16,310.00	15,718.23	0.00	591.77
A 1060.4	CONTRACTUAL EXPENSE		13,500.00	25,434.00	38,934.00	38,677.00	0.00	257.00
A 1060.45	MATERIAL & SUPPLIES		100.00	0.00	100.00	0.00	0.00	100.00
1060	DISTRICT MEETING	*	13,600.00	25,434.00	39,034.00	38,677.00	0.00	357.00
10	Consolidated Payroll	**	46,110.00	48,799.00	94,909.00	90,381.27	0.00	4,527.73
A 1240.15	CENTRAL ADMIN SALARY		244,772.00	2,428.00	247,200.00	247,200.00	0.00	0.00
A 1240.16	CENTRAL OFFICE SALARIES		115,744.00	0.00	115,744.00	118,526.70	0.00	-2,782.70
A 1240.2	SUPT. EQUIPMENT		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
A 1240.4	SUPT OFFICE EXPENSE		5,000.00	1,075.00	6,075.00	3,129.83	0.00	2,945.17
A 1240.45	SUPT OFFICE SUPPLIES		2,000.00	-78.00	1,922.00	1,902.91	0.00	19.09
1240	CHIEF SCHOOL ADMINISTRATOR	*	369,016.00	1,925.00	370,941.00	370,759.44	0.00	181.56
12		**	369,016.00	1,925.00	370,941.00	370,759.44	0.00	181.56
A 1310.15	BUSINESS MANAGER SALARY		185,013.00	0.00	185,013.00	185,013.00	0.00	0.00
A 1310.16	BUSINESS OFFICE SALARIES		249,826.00	11,014.82	260,840.82	260,840.82	0.00	0.00
A 1310.2	BUSINESS OFFICE EQUIPMENT		1,000.00	-700.00	300.00	0.00	0.00	300.00
A 1310.4	BUSINESS OFFICE EXPENSES		6,000.00	8,500.00	14,500.00	11,602.86	0.00	2,897.14
A 1310.407-1	OFFICE MACHINE REPAIRS		3,500.00	0.00	3,500.00	3,493.56	0.00	6.44
A 1310.409-7	BUSINESS OFFICE SOFTWARE		15,273.00	305.00	15,578.00	15,578.00	0.00	0.00
A 1310.45	BUSINESS OFFICE SUPPLIES		3,000.00	0.00	3,000.00	2,224.30	0.00	775.70
A 1310.451	OFFICE PAPER-BUSINESS		1,100.00	0.00	1,100.00	0.00	0.00	1,100.00
A 1310.49	BOCES SERVICES		50,000.00	51,359.44	101,359.44	87,763.15	0.00	13,596.29
1310	BUSINESS ADMINISTRATOR	*	514,712.00	70,479.26	585,191.26	566,515.69	0.00	18,675.57
A 1320.4	AUDITING EXPENSE		70,000.00	45,325.00	115,325.00	74,475.00	37,850.00	3,000.00
1320	AUDITING	*	70,000.00	45,325.00	115,325.00	74,475.00	37,850.00	3,000.00
A 1325.16	TREASURER-SALARY		13,655.00	-305.00	13,350.00	13,325.00	0.00	25.00
A 1325.45	TREASURER SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
1325	TREASURER	*	13,855.00	-305.00	13,550.00	13,325.00	0.00	225.00

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1380.4	CONTRACTUAL EXP-FISCAL AGENT		5,000.00	-4,876.37	123.63	0.00	0.00	123.63
1380	FISCAL AGENT FEES	*	5,000.00	-4,876.37	123.63	0.00	0.00	123.63
13		**	603,567.00	110,622.89	714,189.89	654,315.69	37,850.00	22,024.20
A 1420.4	ATTORNEY FEES		60,000.00	58,804.00	118,804.00	118,704.93	0.00	99.07
A 1420.400-1	BOND COUNSEL		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 1420.400-2	NEGOTIATIONS ATTORNEY		35,000.00	-7,176.00	27,824.00	27,435.57	0.00	388.43
1420	LEGAL FEES	*	98,000.00	51,628.00	149,628.00	146,140.50	0.00	3,487.50
A 1430.4	PERSONNEL EXPENSES		5,500.00	0.00	5,500.00	5,003.00	0.00	497.00
A 1430.49	BOCES REG.TEACHER CERTIFICATION		5,000.00	3,145.00	8,145.00	8,145.00	0.00	0.00
1430	PERSONNEL	*	10,500.00	3,145.00	13,645.00	13,148.00	0.00	497.00
A 1480.4	PUBLIC INFO EXPENSES		17,000.00	9,135.00	26,135.00	23,416.63	0.00	2,718.37
1480	PUBLIC INFO AND SERVICE	*	17,000.00	9,135.00	26,135.00	23,416.63	0.00	2,718.37
14		**	125,500.00	63,908.00	189,408.00	182,705.13	0.00	6,702.87
A 1620.16	CUSTODIAL SALARIES		4,962.00	8,200.41	13,162.41	14,569.00	0.00	-1,406.59
A 1620.160-1	CUSTODIAL SALARIES-BAS		221,490.00	-3,110.80	218,379.20	225,773.25	0.00	-7,394.05
A 1620.160-2	CUSTODIAL SALARIES-RWC		217,212.00	-6,280.96	210,931.04	217,778.35	0.00	-6,847.31
A 1620.160-3	CUSTODIAL SALARIES-WLB		201,350.00	1,191.35	202,541.35	203,622.85	0.00	-1,081.50
A 1620.161-1	CUSTODIAL OVERTIME-BAS		18,000.00	0.00	18,000.00	19,269.15	0.00	-1,269.15
A 1620.161-2	CUSTODIAL OVERTIME-RWC		12,000.00	0.00	12,000.00	10,471.84	0.00	1,528.16
A 1620.161-3	CUSTODIAL OVERTIME-WLB		20,000.00	0.00	20,000.00	20,363.29	0.00	-363.29
A 1620.162-1	SECURITY AIDE SALARY-BAS		29,918.00	0.00	29,918.00	45,193.81	0.00	-15,275.81
A 1620.162-2	SECURITY AIDE SALARY-RWC		32,060.00	0.00	32,060.00	34,701.83	0.00	-2,641.83
A 1620.162-3	SECURITY AIDE SALARY-WLB		30,988.00	0.00	30,988.00	35,428.63	0.00	-4,440.63
A 1620.200-1	EQUIPMENT-BAS		1,250.00	0.00	1,250.00	1,216.42	0.00	33.58
A 1620.200-2	EQUIPMENT-RWC		1,500.00	0.00	1,500.00	1,500.00	0.00	0.00
A 1620.200-3	EQUIPMENT-WLB		1,250.00	0.00	1,250.00	1,250.00	0.00	0.00
A 1620.268-1	HEATING/COOLING-BAS		1,250.00	-427.50	822.50	0.00	0.00	822.50
A 1620.268-2	HEATING/COOLING-RWC		1,500.00	-737.49	762.51	0.00	0.00	762.51
A 1620.268-3	HEATING/COOLING-WLB		1,250.00	-427.46	822.54	0.00	0.00	822.54
A 1620.272-1	CLEANING EQUIPMENT-BAS		4,750.00	-4,750.00	0.00	0.00	0.00	0.00
A 1620.272-2	CLEANING EQUIPMENT-RWC		5,000.00	1,750.00	6,750.00	6,750.00	0.00	0.00
A 1620.272-3	CLEANING EQUIPMENT-WLB		4,750.00	3,000.00	7,750.00	7,750.00	0.00	0.00
A 1620.404-1	CONTRACTUAL STAFF TRAINING-BAS		1,600.00	0.00	1,600.00	585.64	0.00	1,014.36

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.404-2	CONTRACTUAL STAFF TRAINING-RWC	1,800.00	0.00	1,800.00	585.65	0.00	1,214.35
A 1620.404-3	CONTRACTUAL STAFF TRAINING-WLB	1,600.00	0.00	1,600.00	585.64	0.00	1,014.36
A 1620.406	FUEL/OIL	5,000.00	-1,154.00	3,846.00	0.00	0.00	3,846.00
A 1620.406-11	GAS/ELECTRIC-BAS	33,500.00	20,900.00	54,400.00	53,440.80	0.00	959.20
A 1620.406-12	GAS/ELECTRIC-RWC	26,500.00	14,100.00	40,600.00	41,450.75	0.00	-850.75
A 1620.406-13	GAS/ELECTRIC-WLB	55,000.00	-12,000.00	43,000.00	41,915.75	0.00	1,084.25
A 1620.406-21	WATER EXPENSES-BAS	6,000.00	559.46	6,559.46	6,559.46	0.00	0.00
A 1620.406-22	WATER EXPENSES-RWC	8,000.00	0.00	8,000.00	4,319.65	0.00	3,680.35
A 1620.406-23	WATER EXPENSES-WLB	16,000.00	-559.46	15,440.54	1,563.84	0.00	13,876.70
A 1620.406-31	TELEPHONE EXPENSES-BAS	15,000.00	0.00	15,000.00	5,635.20	0.00	9,364.80
A 1620.406-32	TELEPHONE EXPENSES-RWC	16,000.00	0.00	16,000.00	9,170.48	0.00	6,829.52
A 1620.406-33	TELEPHONE EXPENSES-WLB	19,000.00	0.00	19,000.00	9,808.54	0.00	9,191.46
A 1620.406-61	CONTRACTUAL ELECTRICAL-BAS	4,000.00	-620.00	3,380.00	2,715.67	0.00	664.33
A 1620.406-62	CONTRACTUAL ELECTRICAL-RWC	4,000.00	1,240.00	5,240.00	4,113.66	0.00	1,126.34
A 1620.406-63	CONTRACTUAL ELECTRICAL-WLB	4,000.00	-620.00	3,380.00	2,715.67	0.00	664.33
A 1620.406-71	PROF & TECH EXPENSE-BAS	19,000.00	0.00	19,000.00	9,377.64	0.00	9,622.36
A 1620.406-72	PROF & TECH EXPENSE-RWC	14,000.00	0.00	14,000.00	7,178.48	0.00	6,821.52
A 1620.406-73	PROF & TECH EXPENSE-WLB	10,000.00	0.00	10,000.00	8,287.73	0.00	1,712.27
A 1620.407-21	CLEANING EXPENSES-BAS	7,000.00	0.00	7,000.00	1,583.81	0.00	5,416.19
A 1620.407-22	CLEANING EXPENSES-RWC	6,000.00	0.00	6,000.00	1,571.12	0.00	4,428.88
A 1620.407-23	CLEANING EXPENSES-WLB	7,000.00	0.00	7,000.00	1,744.32	0.00	5,255.68
A 1620.407-51	SECURITY-BAS	55,000.00	42,356.00	97,356.00	97,196.85	0.00	159.15
A 1620.407-52	SECURITY-RWC	55,000.00	37,878.00	92,878.00	92,613.06	0.00	264.94
A 1620.407-53	SECURITY-WLB	65,000.00	27,407.00	92,407.00	92,145.16	0.00	261.84
A 1620.457-21	CLEANING SUPPLIES-BAS	16,000.00	0.00	16,000.00	15,525.61	0.00	474.39
A 1620.457-22	CLEANING SUPPLIES-RWC	14,500.00	0.00	14,500.00	14,311.35	0.00	188.65
A 1620.457-23	CLEANING SUPPLIES-WLB	14,500.00	0.00	14,500.00	14,307.60	0.00	192.40
A 1620.458-21	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,573.48	0.00	26.52
A 1620.458-22	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,800.00	0.00	0.00
A 1620.458-23	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	1,387.50	0.00	212.50
1620	OPERATION MAINT/PLANT	1,315,480.00	127,894.55	1,443,374.55	1,391,408.53	0.00	51,966.02
A 1621.16	MAINTENANCE SALARIES	210,613.00	1,150.00	211,763.00	211,740.00	0.00	23.00
A 1621.161	MAINTENANCE OVERTIME SALARIES	0.00	0.00	0.00	321.44	0.00	-321.44

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.161-2	MAINTENANCE OVERTIME SALARIES-RWC	10,000.00	-1,150.00	8,850.00	271.22	0.00	8,578.78
A 1621.200-1	EQUIPMENT-BAS	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
A 1621.200-2	EQUIPMENT-RWC	1,500.00	0.00	1,500.00	1,475.55	0.00	24.45
A 1621.200-3	EQUIPMENT-WLB	1,250.00	0.00	1,250.00	725.55	0.00	524.45
A 1621.268-1	HEATING/COOLING-BAS	325.00	0.00	325.00	0.00	0.00	325.00
A 1621.268-2	HEATING/COOLING-RWC	350.00	0.00	350.00	0.00	0.00	350.00
A 1621.268-3	HEATING/COOLING-WLB	325.00	0.00	325.00	0.00	0.00	325.00
A 1621.280-1	GROUNDS-BAS	2,100.00	-1,275.00	825.00	0.00	0.00	825.00
A 1621.280-2	GROUNDS-RWC	2,800.00	2,550.00	5,350.00	5,350.00	0.00	0.00
A 1621.280-3	GROUNDS-WLB	2,100.00	-1,275.00	825.00	0.00	0.00	825.00
A 1621.283-1	AUTOMOTIVE EQUIPMENT-BAS	600.00	0.00	600.00	0.00	0.00	600.00
A 1621.283-2	AUTOMOTIVE EQUIPMENT-RWC	700.00	0.00	700.00	143.25	0.00	556.75
A 1621.283-3	AUTOMOTIVE EQUIPMENT-WLB	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.406-4	MILEAGE	1,000.00	0.00	1,000.00	942.69	0.00	57.31
A 1621.406-5	ELEC/MAINTENANCE EXPENSE	500.00	0.00	500.00	46.06	0.00	453.94
A 1621.406-51	ELEC/MAINTENANCE EXPENSE-BAS	500.00	0.00	500.00	46.06	0.00	453.94
A 1621.406-52	ELEC/MAINTENANCE EXPENSE-RWC	500.00	0.00	500.00	46.06	0.00	453.94
A 1621.406-81	HEATING/COOLING EXPENSE-BAS	12,000.00	3,277.50	15,277.50	12,531.57	0.00	2,745.93
A 1621.406-82	HEATING/COOLING EXPENSE-RWC	11,000.00	2,737.49	13,737.49	12,057.49	0.00	1,680.00
A 1621.406-83	HEATING/COOLING EXPENSE-WLB	12,000.00	777.46	12,777.46	11,932.46	0.00	845.00
A 1621.406-91	PLUMBING EXPENSE-BAS	2,000.00	-200.00	1,800.00	1,005.63	0.00	794.37
A 1621.406-92	PLUMBING EXPENSE-RWC	1,000.00	200.00	1,200.00	1,200.00	0.00	0.00
A 1621.406-93	PLUMBING EXPENSE-WLB	1,000.00	0.00	1,000.00	314.22	0.00	685.78
A 1621.407-01	REPAIRS-GENERAL-BAS	10,000.00	-2,000.00	8,000.00	6,732.69	0.00	1,267.31
A 1621.407-02	REPAIRS-GENERAL-RWC	7,500.00	-1,600.00	5,900.00	5,544.40	0.00	355.60
A 1621.407-03	REPAIRS-GENERAL-WLB	7,500.00	-400.00	7,100.00	5,267.58	0.00	1,832.42
A 1621.407-3	SITE WORK	37,000.00	-11,955.49	25,044.51	21,509.60	0.00	3,534.91
A 1621.407-30-2	PLAYGROUND MAINTENANCE-BAS	2,500.00	-2,050.00	450.00	450.00	0.00	0.00
A 1621.407-30-3	PLAYGROUND MAINTENANCE-RWC	2,500.00	-2,050.00	450.00	450.00	0.00	0.00
A 1621.407-30-4	PLAYGROUND MAINTENANCE-WLB	2,500.00	0.00	2,500.00	450.00	0.00	2,050.00
A 1621.407-31-2	ATHLETIC FIELDS-BAS	3,500.00	0.00	3,500.00	250.00	0.00	3,250.00
A 1621.407-31-3	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	650.00	0.00	3,100.00
A 1621.407-31-4	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	0.00	0.00	3,750.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.450-1	MATERIAL & SUPPLIES-BAS	6,650.00	-718.58	5,931.42	1,074.70	0.00	4,856.72
A 1621.450-2	MATERIAL & SUPPLIES-RWC	6,700.00	13,315.69	20,015.69	17,036.20	0.00	2,979.49
A 1621.450-3	MATERIAL & SUPPLIES-WLB	6,650.00	0.00	6,650.00	1,590.35	0.00	5,059.65
A 1621.455-1	PLAYGROUND MATERIAL & SUPPLIES-BAS	0.00	2,768.58	2,768.58	2,768.59	0.00	-0.01
A 1621.455-2	PLAYGROUND MATERIAL & SUPPLIES-RWC	0.00	4,037.54	4,037.54	4,037.55	0.00	-0.01
A 1621.456-51	ELEC/MAINTENANCE-BAS	3,100.00	0.00	3,100.00	176.84	0.00	2,923.16
A 1621.456-52	ELEC/MAINTENANCE-RWC	2,950.00	2,113.20	5,063.20	4,810.79	0.00	252.41
A 1621.456-53	ELEC/MAINTENANCE-WLB	2,950.00	0.00	2,950.00	216.10	0.00	2,733.90
A 1621.456-61	INTERCOM/EMERG LIGHTS-BAS	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.456-62	INTERCOM/EMERG LIGHTS-RWC	600.00	0.00	600.00	475.68	0.00	124.32
A 1621.456-63	INTERCOM/EMERG LIGHTS-WLB	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.456-81	HEATING/COOLING SUPPLIES-BAS	1,700.00	600.00	2,300.00	2,115.28	0.00	184.72
A 1621.456-82	HEATING/COOLING SUPPLIES-RWC	1,700.00	-400.00	1,300.00	0.00	0.00	1,300.00
A 1621.456-83	HEATING/COOLING SUPPLIES-WLB	1,600.00	-200.00	1,400.00	42.29	0.00	1,357.71
A 1621.457-01	REPAIRS-GENERAL-BAS	5,000.00	0.00	5,000.00	3,156.40	0.00	1,843.60
A 1621.457-02	REPAIRS-GENERAL-RWC	5,000.00	2,767.86	7,767.86	5,108.17	0.00	2,659.69
A 1621.457-03	REPAIRS-GENERAL-WLB	5,000.00	0.00	5,000.00	4,638.38	0.00	361.62
A 1621.457-61	HARDWARE-BAS	1,000.00	0.00	1,000.00	175.61	0.00	824.39
A 1621.457-62	HARDWARE-RWC	1,000.00	0.00	1,000.00	218.65	0.00	781.35
A 1621.457-63	HARDWARE-WLB	1,000.00	0.00	1,000.00	200.82	0.00	799.18
A 1621.457-71	CARPENTRY-BAS	2,750.00	0.00	2,750.00	443.77	0.00	2,306.23
A 1621.457-72	CARPENTRY-RWC	2,650.00	1,400.00	4,050.00	3,684.27	0.00	365.73
A 1621.457-73	CARPENTRY-WLB	2,600.00	0.00	2,600.00	782.76	0.00	1,817.24
A 1621.457-81	GLAZING-BAS	300.00	0.00	300.00	0.00	0.00	300.00
A 1621.457-82	GLAZING-RWC	350.00	0.00	350.00	0.00	0.00	350.00
A 1621.457-83	GLAZING-WLB	350.00	0.00	350.00	0.00	0.00	350.00
A 1621.457-91	PAINTING-BAS	1,000.00	0.00	1,000.00	55.93	0.00	944.07
A 1621.457-92	PAINTING-RWC	1,000.00	0.00	1,000.00	98.80	0.00	901.20
A 1621.457-93	PAINTING-WLB	1,000.00	0.00	1,000.00	578.25	0.00	421.75
A 1621.458-01	GROUNDS-BAS	1,650.00	0.00	1,650.00	245.35	0.00	1,404.65
A 1621.458-02	GROUNDS-RWC	1,650.00	0.00	1,650.00	245.35	0.00	1,404.65
A 1621.458-03	GROUNDS-WLB	1,700.00	0.00	1,700.00	210.38	0.00	1,489.62
A 1621.458-31	AUTOMOTIVE-BAS	1,333.00	-150.00	1,183.00	638.53	0.00	544.47

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.458-32	AUTOMOTIVE-RWC		1,333.00	300.00	1,633.00	1,150.52	0.00	482.48
A 1621.458-33	AUTOMOTIVE-WLB		1,334.00	-150.00	1,184.00	645.51	0.00	538.49
1621	MAINTENANCE OF PLANT	*	431,613.00	12,421.25	444,034.25	358,075.34	0.00	85,958.91
A 1670.400-1	CENTRAL PRINTING EXPENSE-BAS		5,650.00	0.00	5,650.00	2,823.73	0.00	2,826.27
A 1670.400-2	CENTRAL PRINTING EXPENSE-RWC		5,650.00	0.00	5,650.00	2,823.73	0.00	2,826.27
A 1670.400-3	CENTRAL PRINTING EXPENSE-WLB		5,700.00	0.00	5,700.00	3,700.85	0.00	1,999.15
A 1670.401	OUTSIDE PRINTING SERVICES		5,000.00	0.00	5,000.00	3,135.00	0.00	1,865.00
1670	CENTRAL PRINTING AND MAILING	*	22,000.00	0.00	22,000.00	12,483.31	0.00	9,516.69
A 1680.45	DATA PROC SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
A 1680.49	BOCES TEST SCORE		48,000.00	-235.53	47,764.47	38,344.31	0.00	9,420.16
A 1680.490-1	BOCES DATA WAREHOUSING		120,000.00	25,300.00	145,300.00	131,773.67	0.00	13,526.33
1680	DATA PROCESSING DISTRICT	*	168,500.00	25,064.47	193,564.47	170,117.98	0.00	23,446.49
16		**	1,937,593.00	165,380.27	2,102,973.27	1,932,085.16	0.00	170,888.11
A 1910.4	UNALLOCATED INS		166,000.00	1,154.00	167,154.00	166,250.78	0.00	903.22
1910	UNALLOCATED INSURANCE	*	166,000.00	1,154.00	167,154.00	166,250.78	0.00	903.22
A 1920.4	SCHOOL ASSOC DUES		18,000.00	0.00	18,000.00	13,475.00	0.00	4,525.00
1920	SCHOOL ASSOCIATION DUES	*	18,000.00	0.00	18,000.00	13,475.00	0.00	4,525.00
A 1930.4	CLAIMS/JUDGEMENT		600.00	-600.00	0.00	0.00	0.00	0.00
1930	JUDGMENTS & CLAIMS	*	600.00	-600.00	0.00	0.00	0.00	0.00
A 1981.49	BOCES AMIN		112,725.00	0.00	112,725.00	112,725.17	0.00	-0.17
A 1981.492	BOCES RENTAL		10,861.00	0.00	10,861.00	10,860.61	0.00	0.39
A 1981.493	BOCES CAPITAL		19,104.00	0.00	19,104.00	19,104.43	0.00	-0.43
1981	ADMIN CHARGE-BOCES	*	142,690.00	0.00	142,690.00	142,690.21	0.00	-0.21
19	Disability Insurance	**	327,290.00	554.00	327,844.00	322,415.99	0.00	5,428.01
1		***	3,409,076.00	391,189.16	3,800,265.16	3,552,662.68	37,850.00	209,752.48
A 2010.15	CURRICULUM-PROFESSIONAL SALARIES		0.00	0.00	0.00	0.00	0.00	0.00
A 2010.150	ASSISTANT SUPERINTENDENT		189,426.00	0.00	189,426.00	189,344.00	0.00	82.00
A 2010.16	CURRICULUM SALARIES		12,000.00	-10,175.00	1,825.00	0.00	0.00	1,825.00
A 2010.4	CURRICULUM DEVEL EXPENSE		2,000.00	-350.00	1,650.00	100.00	0.00	1,550.00
A 2010.45	CURRICULUM DEVEL SUPPLIES		3,000.00	0.00	3,000.00	1,372.95	181.82	1,445.23
A 2010.451	DUP PAPER/REPT CARD		5,000.00	0.00	5,000.00	1,480.00	0.00	3,520.00
A 2010.49	BOCES CURRICULUM DEVELOPMENT		47,000.00	15,403.10	62,403.10	61,676.75	0.00	726.35
2010	CURR. DEV./SUPERVISION	*	258,426.00	4,878.10	263,304.10	253,973.70	181.82	9,148.58

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Appropriation Status Detail Report By Function From 7/1/2022 To 6/30/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2020.15	BUILDING PRINCIPALS SALARIES	317,693.00	-26,094.00	291,599.00	291,526.12	0.00	72.88
A 2020.150-1	BUILDING PRINCIPALS SALARIES-BAS	181,981.00	0.00	181,981.00	181,920.00	0.00	61.00
A 2020.150-2	BUILDING PRINCIPALS SALARIES-RWC	161,734.00	0.00	161,734.00	161,733.00	0.00	1.00
A 2020.150-3	BUILDING PRINCIPALS SALARIES-WLB	148,920.00	0.00	148,920.00	147,900.00	0.00	1,020.00
A 2020.160-1	BUILDG OFFICE SALARIES-BAS	42,768.00	4,543.50	47,311.50	47,311.50	0.00	0.00
A 2020.160-2	BUILDG OFFICE SALARIES-RWC	57,300.00	6,142.66	63,442.66	63,442.66	0.00	0.00
A 2020.160-3	BUILDG OFFICE SALARIES-WLB	44,970.00	5,801.75	50,771.75	50,771.75	0.00	0.00
A 2020.4	SUPERVISION EXPENSES	1,000.00	-200.00	800.00	194.02	0.00	605.98
A 2020.401	SUPERVISION-BAS	200.00	0.00	200.00	0.00	0.00	200.00
A 2020.401-97	SUPERVISION-P/C-BAS	500.00	0.00	500.00	303.26	0.00	196.74
A 2020.402	SUPERVISION-WLB	200.00	0.00	200.00	0.00	0.00	200.00
A 2020.402-97	SUPERVISION-P/C-WLB	300.00	200.00	500.00	353.03	0.00	146.97
A 2020.403	SUPERVISION-RWC	500.00	0.00	500.00	203.88	0.00	296.12
A 2020.403-97	SUPERVISION-P/C-RWC	500.00	0.00	500.00	50.00	0.00	450.00
A 2020.451	SUPERVISION-BAS	500.00	0.00	500.00	3.29	191.18	305.53
A 2020.451-10	OFFICE PAPER-BAS	6,000.00	1,794.00	7,794.00	7,182.00	0.00	612.00
A 2020.451-20	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	5,610.00	0.00	1,390.00
A 2020.451-30	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	8,385.00	0.00	115.00
A 2020.452	SUPERVISION-WLB	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.453	SUPERVISION-RWC	300.00	0.00	300.00	0.00	0.00	300.00
2020	SUPER. REG. SCHOOL	981,366.00	-7,812.09	973,553.91	966,889.51	191.18	6,473.22
A 2060.15	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	27,166.88	0.00	2,833.12
2060	RESEARCH PLAN/EVAL	30,000.00	0.00	30,000.00	27,166.88	0.00	2,833.12
A 2070.40	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2070.41	INSERVICE TRNG-BAS	500.00	0.00	500.00	275.00	0.00	225.00
A 2070.42	INSERVICE TRNG-WLB	500.00	0.00	500.00	275.00	0.00	225.00
A 2070.43	INSERVICE TRNG-RWC	500.00	0.00	500.00	165.00	0.00	335.00
A 2070.44	INSERVICE TRNG-D.W.	1,000.00	-325.00	675.00	0.00	0.00	675.00
A 2070.444	STAFF DEVELOPMENT	10,000.00	-3,595.00	6,405.00	1,006.33	0.00	5,398.67
A 2070.490	BOCES STAFF DEVELOPMENT	25,000.00	775.00	25,775.00	25,718.00	0.00	57.00
2070	IN-SERV TRAIN-INSTR.	38,500.00	-3,145.00	35,355.00	27,439.33	0.00	7,915.67
20	Group Insurance	1,308,292.00	-6,078.99	1,302,213.01	1,275,469.42	373.00	26,370.59
A 2110.12	TEACHERS 1-6 SALARIES	879,100.00	-599,624.24	279,475.76	275,071.50	0.00	4,404.26

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.120-1	TEACHERS 1-6 SALARIES-BAS	2,320,026.00	-8,788.54	2,311,237.46	2,307,737.04	0.00	3,500.42
A 2110.120-2	TEACHERS 1-6 SALARIES-RWC	2,771,555.00	-7,368.00	2,764,187.00	2,764,377.25	0.00	-190.25
A 2110.120-3	TEACHERS 1-6 SALARIES-WLB	2,112,242.00	-75,488.01	2,036,753.99	2,016,615.40	0.00	20,138.59
A 2110.121	KINDERGARTEN TEACHERS SALARIES	159,737.00	-139,725.73	20,011.27	8,920.80	0.00	11,090.47
A 2110.121-1	KINDERGARTEN TEACHERS SALARIES-BAS	188,532.00	0.00	188,532.00	188,266.00	0.00	266.00
A 2110.121-2	KINDERGARTEN TEACHERS SALARIES-RWC	204,384.00	2,241.00	206,625.00	206,625.00	0.00	0.00
A 2110.121-3	KINDERGARTEN TEACHERS SALARIES-WLB	155,788.00	3,307.00	159,095.00	159,095.00	0.00	0.00
A 2110.123	AFTER SCHOOL PROGRAMS	0.00	10,757.00	10,757.00	10,757.00	0.00	0.00
A 2110.123-1	AFTER SCHOOL PROGRAMS-BAS	6,650.00	2,318.50	8,968.50	7,640.50	0.00	1,328.00
A 2110.123-2	AFTER SCHOOL PROGRAMS-RWC	6,700.00	1,995.57	8,695.57	14,392.31	0.00	-5,696.74
A 2110.123-3	AFTER SCHOOL PROGRAMS-WLB	6,650.00	2,631.50	9,281.50	9,604.67	0.00	-323.17
A 2110.124-1	SUPPORT SERVICES SALARIES-BAS	242,980.00	179,637.55	422,617.55	351,918.55	0.00	70,699.00
A 2110.124-2	SUPPORT SERVICES SALARIES-RWC	284,586.00	87,517.00	372,103.00	372,103.00	0.00	0.00
A 2110.124-3	SUPPORT SERVICES SALARIES-WLB	291,274.00	60,600.69	351,874.69	356,993.99	0.00	-5,119.30
A 2110.129-1	EXTRA DUTIES/SERVICES-BAS	15,000.00	0.00	15,000.00	18,561.34	0.00	-3,561.34
A 2110.129-2	EXTRA DUTIES/SERVICES-RWC	10,000.00	0.00	10,000.00	22,836.70	0.00	-12,836.70
A 2110.129-3	EXTRA DUTIES/SERVICES-WLB	25,000.00	0.00	25,000.00	18,483.83	0.00	6,516.17
A 2110.140-1	SUB TEACHERS SALARIES-BAS	25,000.00	28,065.00	53,065.00	85,352.50	0.00	-32,287.50
A 2110.140-2	SUB TEACHERS SALARIES-RWC	25,000.00	11,005.00	36,005.00	52,442.50	0.00	-16,437.50
A 2110.140-3	SUB TEACHERS SALARIES-WLB	90,000.00	-39,070.00	50,930.00	77,656.44	0.00	-26,726.44
A 2110.16	LCH/CRM/CPY AIDES	0.00	0.00	0.00	0.00	0.00	0.00
A 2110.160-1	LCH/CRM/CPY AIDES-BAS	182,324.00	0.00	182,324.00	176,570.75	0.00	5,753.25
A 2110.160-2	LCH/CRM/CPY AIDES-RWC	127,324.00	0.00	127,324.00	175,697.43	0.00	-48,373.43
A 2110.160-3	LCH/CRM/CPY AIDES-WLB	152,417.00	-20,000.00	132,417.00	150,976.01	0.00	-18,559.01
A 2110.239	INSTRU MUSIC	5,000.00	0.00	5,000.00	4,616.41	0.00	383.59
A 2110.400-71	COPIER LEASES-BAS	25,000.00	0.00	25,000.00	20,977.80	0.00	4,022.20
A 2110.400-72	COPIER LEASES-WLB	38,000.00	-2,200.00	35,800.00	28,069.72	0.00	7,730.28
A 2110.400-73	COPIER LEASES-RWC	17,000.00	7,500.00	24,500.00	23,042.46	0.00	1,457.54
A 2110.402-4	SOCIAL STUDIES	2,900.00	-2,200.00	700.00	0.00	0.00	700.00
A 2110.402-71	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-72	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-73	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.402-81	SCIENCE-BAS	175.00	0.00	175.00	0.00	0.00	175.00
A 2110.402-82	SCIENCE-RWC	150.00	0.00	150.00	0.00	0.00	150.00
A 2110.402-83	SCIENCE-WLB	175.00	0.00	175.00	0.00	0.00	175.00
A 2110.402-91	ESL-BAS	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.402-92	ESL-RWC	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.402-93	ESL-WLB	50.00	0.00	50.00	426.00	0.00	-376.00
A 2110.403-51	PHYSICAL ED-BAS	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-52	PHYSICAL ED-RWC	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-53	PHYSICAL ED-WLB	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-81	VOCAL MUSIC-BAS	150.00	-70.53	79.47	58.31	0.00	21.16
A 2110.403-82	VOCAL MUSIC-RWC	175.00	-31.53	143.47	58.32	0.00	85.15
A 2110.403-83	VOCAL MUSIC-WLB	175.00	-29.61	145.39	58.32	0.00	87.07
A 2110.403-91	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	772.99	0.00	1,227.01
A 2110.403-92	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	792.99	0.00	1,207.01
A 2110.403-93	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	773.98	0.00	1,226.02
A 2110.404-5	OUTDOOR EDUCATION	600.00	0.00	600.00	0.00	0.00	600.00
A 2110.405-4	CHALLENGE	850.00	0.00	850.00	525.00	0.00	325.00
A 2110.406-41	STAFF MILEAGE-BAS	500.00	0.00	500.00	81.92	0.00	418.08
A 2110.406-42	STAFF MILEAGE-RWC	500.00	0.00	500.00	52.89	0.00	447.11
A 2110.406-43	STAFF MILEAGE-WLB	500.00	0.00	500.00	48.62	0.00	451.38
A 2110.450-1	BAS-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	9,999.56	0.00	0.44
A 2110.450-2	WLB-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	7,316.92	228.59	2,454.49
A 2110.450-3	RWC-GENERAL INSTR SUPPLIES	16,000.00	3,547.45	19,547.45	16,414.35	207.85	2,925.25
A 2110.450-4	MATH SUPPLIES	16,600.00	-12,700.00	3,900.00	1,046.08	0.00	2,853.92
A 2110.451-01	BAS-KINDERGARTEN	2,000.00	0.00	2,000.00	2,000.00	0.00	0.00
A 2110.451-02	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	1,145.96	0.00	354.04
A 2110.451-03	RWC-KINDERGARTEN	2,500.00	0.00	2,500.00	2,016.29	0.00	483.71
A 2110.452-41	READING SUPPLIES-BAS	2,000.00	0.00	2,000.00	1,462.87	0.00	537.13
A 2110.452-42	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	1,975.86	0.00	24.14
A 2110.452-43	READING SUPPLIES-RWC	2,000.00	0.00	2,000.00	1,577.24	0.00	422.76
A 2110.452-51	EARLY INTERV SUPPLIES-BAS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.452-52	EARLY INTERV SUPPLIES-WLB	1,000.00	0.00	1,000.00	758.00	0.00	242.00
A 2110.452-53	EARLY INTERV SUPPLIES-RWC	1,000.00	0.00	1,000.00	947.39	0.00	52.61

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.452-71	HEALTH-BAS	700.00	0.00	700.00	0.00	0.00	700.00
A 2110.452-72	HEALTH-RWC	650.00	0.00	650.00	0.00	0.00	650.00
A 2110.452-73	HEALTH-WLB	650.00	0.00	650.00	0.00	0.00	650.00
A 2110.452-81	SCIENCE-BAS	1,200.00	0.00	1,200.00	549.17	0.00	650.83
A 2110.452-82	SCIENCE-RWC	1,200.00	0.00	1,200.00	969.06	0.00	230.94
A 2110.452-83	SCIENCE-WLB	1,200.00	0.00	1,200.00	880.03	0.00	319.97
A 2110.452-91	ESL-BAS	400.00	0.00	400.00	125.39	0.00	274.61
A 2110.452-92	ESL-RWC	300.00	0.00	300.00	246.36	0.00	53.64
A 2110.452-93	ESL-WLB	300.00	0.00	300.00	260.47	0.00	39.53
A 2110.453-01	BAS-ART	3,300.00	0.00	3,300.00	1,964.14	1,334.70	1.16
A 2110.453-02	WLB-ART	3,300.00	0.00	3,300.00	3,285.81	0.00	14.19
A 2110.453-03	RWC-ART	3,800.00	0.00	3,800.00	3,797.73	0.00	2.27
A 2110.453-51	BAS-PHYSICAL ED	1,300.00	0.00	1,300.00	1,035.16	0.00	264.84
A 2110.453-52	WLB-PHYSICAL ED	1,300.00	0.00	1,300.00	213.78	0.00	1,086.22
A 2110.453-53	RWC-PHYSICAL ED	1,600.00	0.00	1,600.00	1,095.30	0.00	504.70
A 2110.453-81	VOCAL MUSIC-BAS	790.00	121.38	911.38	911.38	0.00	0.00
A 2110.453-82	VOCAL MUSIC-RWC	930.00	82.38	1,012.38	1,012.38	0.00	0.00
A 2110.453-83	VOCAL MUSIC-WLB	780.00	80.46	860.46	860.46	0.00	0.00
A 2110.453-91	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	1,946.36	0.00	53.64
A 2110.453-92	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	1,866.89	0.00	133.11
A 2110.453-93	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	1,921.69	0.00	78.31
A 2110.455-01	BAS-SUPPLEMENTAL	2,000.00	0.00	2,000.00	1,772.45	0.00	227.55
A 2110.455-02	WLB-SUPPLEMENTAL	3,000.00	0.00	3,000.00	1,393.72	0.00	1,606.28
A 2110.455-03	RWC-SUPPLEMENTAL	3,700.00	-3,700.00	0.00	0.00	0.00	0.00
A 2110.455-4	CHALLENGE	2,800.00	0.00	2,800.00	2,361.45	0.00	438.55
A 2110.455-41	BAS-CHALLENGE	1,255.00	0.00	1,255.00	1,004.00	0.00	251.00
A 2110.455-42	WLB-CHALLENGE	1,300.00	0.00	1,300.00	257.00	0.00	1,043.00
A 2110.455-43	RWC-CHALLENGE	1,495.00	0.00	1,495.00	794.11	0.00	700.89
A 2110.456	District Workbooks	10,000.00	-10,000.00	0.00	0.00	0.00	0.00
A 2110.47	TUITION	25,000.00	-25,000.00	0.00	0.00	0.00	0.00
A 2110.473	CHARTER SCHOOL TUITION	48,000.00	72,724.55	120,724.55	101,479.20	0.00	19,245.35
A 2110.48	TEXTBOOKS	16,000.00	4,307.16	20,307.16	18,844.69	0.00	1,462.47
A 2110.480-1	BAS TEXTBOOKS	8,500.00	0.00	8,500.00	6,891.66	0.00	1,608.34

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A 2110.480-2	WLB TEXTBOOKS	8,800.00	0.00	8,800.00	8,396.46	0.00	403.54
A 2110.480-3	RWC TEXTBOOKS	11,000.00	0.00	11,000.00	10,270.09	0.00	729.91
A 2110.482-41	READING/SUPPORT TEXTBOOKS BAS	2,500.00	0.00	2,500.00	44.17	0.00	2,455.83
A 2110.482-42	READING/SUPPORT TEXTBOOKS WLB	2,500.00	0.00	2,500.00	2,434.65	0.00	65.35
A 2110.482-43	READING/SUPPORT TEXTBOOKS RWC	2,700.00	0.00	2,700.00	2,700.00	0.00	0.00
A 2110.482-9	ESL TEXTBOOKS	2,300.00	0.00	2,300.00	1,601.03	0.00	698.97
A 2110.484	MATH TEXTBOOKS	16,000.00	-14,600.00	1,400.00	0.00	0.00	1,400.00
A 2110.485	SCIENCE TEXTBOOKS	8,200.00	-4,307.16	3,892.84	0.00	0.00	3,892.84
A 2110.492-9	ESL	23,000.00	39,500.00	62,500.00	60,882.60	0.00	1,617.40
A 2110.494-5	OUTDOOR EDUCATION	33,000.00	0.00	33,000.00	16,693.62	0.00	16,306.38
A 2110.495-5	BOCES-ARTS IN EDUC	25,000.00	2,200.00	27,200.00	26,968.48	0.00	231.52
2110	REGULAR SCHOOL	10,736,469.00	-444,764.16	10,291,704.84	10,243,442.70	1,771.14	46,491.00
A 2111.154-5	OUTDOOR EDUCATION SALARIES	0.00	0.00	0.00	1,233.90	0.00	-1,233.90
2111	ENG. SEC.LANG.	0.00	0.00	0.00	1,233.90	0.00	-1,233.90
21	New York State Income Tax	10,736,469.00	-444,764.16	10,291,704.84	10,244,676.60	1,771.14	45,257.10
A 2250.15	RR/SPEECH/CID SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
A 2250.150-1	RR/SPEECH/CID SALARIES-BAS	231,111.00	40,223.63	271,334.63	253,996.27	0.00	17,338.36
A 2250.150-2	RR/SPEECH/CID SALARIES-RWC	361,534.00	334,061.83	695,595.83	692,341.83	0.00	3,254.00
A 2250.150-3	RR/SPEECH/CID SALARIES-WLB	502,488.00	80,216.91	582,704.91	581,584.92	0.00	1,119.99
A 2250.151-1	INCLUSION TEACHERS SALARIES-BAS	664,758.00	-180,355.60	484,402.40	495,581.31	0.00	-11,178.91
A 2250.151-2	INCLUSION TEACHERS SALARIES-RWC	808,558.00	-563,582.28	244,975.72	239,564.00	0.00	5,411.72
A 2250.152	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 2250.16	CSE OFFICE SALARIES	130,237.00	2,107.00	132,344.00	126,253.00	0.00	6,091.00
A 2250.160-3	CSE CLASSROOM AIDES-WLB	0.00	0.00	0.00	0.00	0.00	0.00
A 2250.161	INCLUSION AIDES SALARIES	0.00	62,284.72	62,284.72	66,734.05	0.00	-4,449.33
A 2250.161-1	INCLUSION AIDES SALARIES-BAS	19,287.00	26,455.23	45,742.23	35,099.97	0.00	10,642.26
A 2250.161-2	INCLUSION AIDES SALARIES-RWC	60,037.00	85,280.63	145,317.63	154,756.13	0.00	-9,438.50
A 2250.161-3	INCLUSION AIDES SALARIES-WLB	76,214.00	100,914.93	177,128.93	189,231.16	0.00	-12,102.23
A 2250.2	SPECIAL ED EQUIP GENERAL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.237	CID EQUIPMENT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.4	SPECIAL ED EXPENSES	335,000.00	60,294.26	395,294.26	342,294.34	0.00	52,999.92
A 2250.400-1	Copy Machine Lease Service	6,000.00	0.00	6,000.00	6,000.00	0.00	0.00
A 2250.403-97	PETTY CASH	100.00	0.00	100.00	0.00	0.00	100.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 6/30/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2250.45	SPECIAL ED SUPPLIES		5,000.00	2,107.60	7,107.60	7,104.82	0.00	2.78
A 2250.451	OFFICE PAPER-CSE		500.00	0.00	500.00	0.00	0.00	500.00
A 2250.453-41	SPEECH SUPPLIES-BAS		300.00	0.00	300.00	199.73	0.00	100.27
A 2250.453-42	SPEECH SUPPLIES-RWC		350.00	0.00	350.00	330.27	0.00	19.73
A 2250.453-43	SPEECH SUPPLIES-WLB		350.00	0.00	350.00	60.85	0.00	289.15
A 2250.453-5	SPECIAL ED-SPEECH K		500.00	0.00	500.00	416.89	0.00	83.11
A 2250.453-61	RESOURCE ROOM-BAS		0.00	667.00	667.00	306.17	0.00	360.83
A 2250.453-62	RESOURCE ROOM-RWC		1,000.00	-333.00	667.00	499.39	0.00	167.61
A 2250.453-63	RESOURCE ROOM-WLB		1,000.00	-334.00	666.00	499.62	0.00	166.38
A 2250.453-72	CID SUPPLIES-RWC		660.00	0.00	660.00	614.00	0.00	46.00
A 2250.453-73	CID SUPPLIES-WLB		1,340.00	0.00	1,340.00	1,338.48	0.00	1.52
A 2250.477	SPECIAL ED-TUITION		644,143.00	448,155.00	1,092,298.00	1,008,385.89	0.00	83,912.11
A 2250.483-7	CID TEXTBOOKS		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.490	BOCES SERVICES		2,516,411.00	-160,259.00	2,356,152.00	2,331,013.27	0.00	25,138.73
2250	HANDICAPPED PROGRAM	*	6,372,378.00	337,904.86	6,710,282.86	6,534,206.36	0.00	176,076.50
22	Federal Income Tax	**	6,372,378.00	337,904.86	6,710,282.86	6,534,206.36	0.00	176,076.50
A 2330.45	SUMMER SCHOOL SUPPLIES		1,000.00	0.00	1,000.00	578.30	416.65	5.05
A 2330.49	BOCES SUMMER SCHOOL		75,000.00	-75,000.00	0.00	0.00	0.00	0.00
2330	OTHER SPEC. SCHOOLS	*	76,000.00	-75,000.00	1,000.00	578.30	416.65	5.05
23	Income Executions	**	76,000.00	-75,000.00	1,000.00	578.30	416.65	5.05
A 2610.150-1	LIBRARY SALARIES-BAS		81,117.00	3,453.00	84,570.00	84,570.00	0.00	0.00
A 2610.150-2	LIBRARY SALARIES-RWC		70,641.00	2,564.50	73,205.50	73,205.00	0.00	0.50
A 2610.150-3	LIBRARY SALARIES-WLB		138,205.00	-2,762.00	135,443.00	135,443.00	0.00	0.00
A 2610.2	EQUIPMENT-LIBRARY		1,000.00	28,953.69	29,953.69	29,953.69	0.00	0.00
A 2610.250-0	AUDIO VISUAL EQUIPMENT		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 2610.405	AUDIO VISUAL EXPENSES		2,500.00	-399.73	2,100.27	632.78	0.00	1,467.49
A 2610.45	LIBRARY SUPPLIES		1,800.00	54,639.39	56,439.39	56,411.12	0.00	28.27
A 2610.451	LIBRARY BOOKS-BAS		6,800.00	-625.00	6,175.00	5,213.61	0.00	961.39
A 2610.452	LIBRARY BOOKS-RWC		7,985.00	-625.00	7,360.00	6,052.55	0.00	1,307.45
A 2610.453	LIBRARY BOOKS-WLB		6,715.00	-148.03	6,566.97	6,505.64	0.00	61.33
A 2610.455	AUDIO VISUAL SUPPLIES		1,500.00	956.76	2,456.76	2,456.76	0.00	0.00
A 2610.46	LIBRARY COMPUTER SOFTWARE		3,000.00	-746.94	2,253.06	2,244.00	0.00	9.06
A 2610.49	BOCES		25,000.00	4,835.53	29,835.53	29,835.53	0.00	0.00

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Appropriation Status Detail Report By Function From 7/1/2022 To 6/30/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
2610	LIBRARY	*	347,263.00	89,096.17	436,359.17	432,523.68	0.00	3,835.49
A 2630.12	COMPUTER SALARY		103,995.00	38,572.20	142,567.20	145,520.80	0.00	-2,953.60
A 2630.120-2	COMPUTER SALARY-RWC		0.00	33,536.73	33,536.73	35,447.80	0.00	-1,911.07
A 2630.2	COMPUTER EQUIPMENT		45,000.00	-37,500.00	7,500.00	3,358.38	3,735.51	406.11
A 2630.4	COMPUTER EXPENSES		15,000.00	-1,850.55	13,149.45	12,728.86	0.00	420.59
A 2630.45	COMPUTER SUPPLIES		70,000.00	-27,417.71	42,582.29	42,052.55	0.00	529.74
A 2630.46	COMPUTER SOFTWARE		35,000.00	-7,593.66	27,406.34	20,066.97	0.00	7,339.37
A 2630.49	BOCES E-RATE SERVICES		205,000.00	135,044.82	340,044.82	340,023.65	0.00	21.17
2630	COMPUTER ASSISTED INSTRUCT.	*	473,995.00	132,791.83	606,786.83	599,199.01	3,735.51	3,852.31
26	Social Security Tax	**	821,258.00	221,888.00	1,043,146.00	1,031,722.69	3,735.51	7,687.80
A 2805.4	ATTENDANCE EXPENSES		18,000.00	1,742.37	19,742.37	19,742.37	0.00	0.00
2805	ATTENDANCE	*	18,000.00	1,742.37	19,742.37	19,742.37	0.00	0.00
A 2815.16	SCHOOL NURSES SALARIES		49,198.00	18,767.00	67,965.00	67,965.00	0.00	0.00
A 2815.160-1	SCHOOL NURSES SALARIES-BAS		65,787.00	-5,686.10	60,100.90	60,100.90	0.00	0.00
A 2815.160-2	SCHOOL NURSES SALARIES-RWC		81,480.00	-10,643.00	70,837.00	70,837.00	0.00	0.00
A 2815.160-3	SCHOOL NURSES SALARIES-WLB		63,769.00	-2,437.90	61,331.10	60,591.00	0.00	740.10
A 2815.4	HEALTH SERVICES EXPENSES		50,000.00	34,035.00	84,035.00	78,488.11	0.00	5,546.89
A 2815.450-1	HEALTH SERVICE SUPPLIES-BAS		2,900.00	-510.00	2,390.00	2,285.32	0.00	104.68
A 2815.450-2	HEALTH SERVICE SUPPLIES-RWC		2,900.00	-1,000.00	1,900.00	1,862.78	0.00	37.22
A 2815.450-3	HEALTH SERVICE SUPPLIES-WLB		2,900.00	-1,400.00	1,500.00	1,487.32	0.00	12.68
A 2815.452-51	DIAGNOSTIC SCREEN SUPPLIES-BAS		5,650.00	0.00	5,650.00	3,228.05	0.00	2,421.95
A 2815.452-52	DIAGNOSTIC SCREEN SUPPLIES-RWC		5,700.00	0.00	5,700.00	5,180.81	0.00	519.19
A 2815.452-53	DIAGNOSTIC SCREEN SUPPLIES-WLB		5,650.00	-1,625.00	4,025.00	2,646.10	0.00	1,378.90
A 2815.473	SPEECH SERV-PAROC		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
A 2815.49	BOCES-HEALTH SERV		18,651.00	14,500.00	33,151.00	32,900.02	0.00	250.98
2815	HEALTH SERVICES	*	356,085.00	42,500.00	398,585.00	387,572.41	0.00	11,012.59
A 2820.151-71	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-BAS		118,406.00	2,435.00	120,841.00	120,841.00	0.00	0.00
A 2820.151-72	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-RWC		117,402.00	2,439.00	119,841.00	119,841.00	0.00	0.00
A 2820.151-73	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-WLB		194,302.00	2,979.00	197,281.00	197,281.00	0.00	0.00
A 2820.155-0	EARLY ID TEACHERS SALARIES		2,000.00	-1,069.00	931.00	0.00	0.00	931.00
A 2820.400-1	PSYCH EXPENSES-BAS		250.00	0.00	250.00	0.00	0.00	250.00

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Appropriation Status Detail Report By Function From 7/1/2022 To 6/30/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2820.400-2	PSYCH EXPENSES-RWC		300.00	0.00	300.00	0.00	0.00	300.00
A 2820.400-3	PSYCH EXPENSES-WLB		300.00	5,069.00	5,369.00	5,369.00	0.00	0.00
A 2820.451-71	PSYCH SUPPLIES-BAS		300.00	0.00	300.00	195.31	0.00	104.69
A 2820.451-72	PSYCH SUPPLIES-RWC		350.00	0.00	350.00	82.80	0.00	267.20
A 2820.451-73	PSYCH SUPPLIES-WLB		350.00	0.00	350.00	287.47	0.00	62.53
A 2820.455-0	EARLY ID-SUPPLIES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2820	PSYCHOLOGY SERVICES	*	434,960.00	11,853.00	446,813.00	443,897.58	0.00	2,915.42
A 2825.150-1	SOCIAL WORKER SALARIES-BAS		71,046.00	64,397.00	135,443.00	135,443.00	0.00	0.00
A 2825.150-2	SOCIAL WORKER SALARIES-RWC		135,663.00	0.00	135,663.00	134,347.90	0.00	1,315.10
A 2825.150-3	SOCIAL WORKER SALARIES-WLB		73,900.00	-72,397.00	1,503.00	0.00	0.00	1,503.00
A 2825.400-1	SOCIAL WORKER EXPENSES-BAS		200.00	0.00	200.00	197.54	0.00	2.46
A 2825.45	SOCIAL WORKER SUPPLIES		300.00	0.00	300.00	0.00	0.00	300.00
A 2825.450-2	SOCIAL WORKER SUPPLIES-RWC		200.00	0.00	200.00	102.13	0.00	97.87
2825	SOCIAL WORK SRVC-REG SCHOOL	*	281,309.00	-8,000.00	273,309.00	270,090.57	0.00	3,218.43
28	New York City Income Tax	**	1,090,354.00	48,095.37	1,138,449.37	1,121,302.93	0.00	17,146.44
2		***	20,404,751.00	82,045.08	20,486,796.08	20,207,956.30	6,296.30	272,543.48
A 5540.4	TRANSPORTATION EXPENSES		1,300,000.00	257,837.00	1,557,837.00	1,545,175.95	0.00	12,661.05
A 5540.405	TRANSPORT/SCHOOL TRIP		12,000.00	16,325.00	28,325.00	28,312.19	0.00	12.81
5540	CONTRACTED TRANSPORTATION	*	1,312,000.00	274,162.00	1,586,162.00	1,573,488.14	0.00	12,673.86
A 5581.49	BOCES/TRANSP. EXPENSE		260,000.00	15,400.00	275,400.00	275,359.90	0.00	40.10
A 5581.491	SUMMER SPECIAL ED. TRANSPORTATION		12,000.00	-12,000.00	0.00	0.00	0.00	0.00
5581	TRANS. BOCES	*	272,000.00	3,400.00	275,400.00	275,359.90	0.00	40.10
55		**	1,584,000.00	277,562.00	1,861,562.00	1,848,848.04	0.00	12,713.96
5		***	1,584,000.00	277,562.00	1,861,562.00	1,848,848.04	0.00	12,713.96
A 8070.4	CENSUS EXPENSES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 8070.45	CENSUS SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
8070	CENSUS	*	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
80		**	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
8		***	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 9010.8	EMPLOYEE RETIREMENT		435,882.00	-71,896.00	363,986.00	285,984.00	0.00	78,002.00
9010	EMP. RETIREMENT SYSTEM	*	435,882.00	-71,896.00	363,986.00	285,984.00	0.00	78,002.00
A 9020.8	TEACHERS RETIREMENT		1,580,139.00	-24,000.00	1,556,139.00	1,457,692.50	0.00	98,446.50
9020	TEACHERS RETIRE. SYSTEM	*	1,580,139.00	-24,000.00	1,556,139.00	1,457,692.50	0.00	98,446.50

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Appropriation Status Detail Report By Function From 7/1/2022 To 6/30/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 9030.8	SOCIAL SECURITY		1,329,102.00	-40,000.00	1,289,102.00	1,307,788.79	0.00	-18,686.79
9030	FICA	*	1,329,102.00	-40,000.00	1,289,102.00	1,307,788.79	0.00	-18,686.79
A 9040.8	WORKERS COMP		104,439.00	0.00	104,439.00	104,439.00	0.00	0.00
9040	WORKMEN'S COMPENSATION	*	104,439.00	0.00	104,439.00	104,439.00	0.00	0.00
A 9050.8	UNEMPLOYMENT INSURANCE		30,000.00	-25,000.00	5,000.00	1,701.09	0.00	3,298.91
9050	UNEMPLOYMENT	*	30,000.00	-25,000.00	5,000.00	1,701.09	0.00	3,298.91
A 9060.8	HOSP & MED INSUR		4,056,700.00	-425,839.44	3,630,860.56	3,298,058.37	0.00	332,802.19
A 9060.85	DENTAL INSURANCE		197,200.00	-67,500.00	129,700.00	129,527.19	0.00	172.81
9060	HEALTH INSURANCE	*	4,253,900.00	-493,339.44	3,760,560.56	3,427,585.56	0.00	332,975.00
A 9089	ACCUM LEAVE		0.00	0.00	0.00	40,469.75	0.00	-40,469.75
A 9089.15	ACCUM LEAVE		0.00	28,632.36	28,632.36	28,632.36	0.00	0.00
9089	OTHER	*	0.00	28,632.36	28,632.36	69,102.11	0.00	-40,469.75
90		**	7,733,462.00	-625,603.08	7,107,858.92	6,654,293.05	0.00	453,565.87
A 9710.6	PRINCIPAL ON INDEBTED		310,641.00	0.00	310,641.00	310,640.43	0.00	0.57
A 9710.7	INTEREST ON INDEBTEDN		84,836.00	0.00	84,836.00	84,835.85	0.00	0.15
9710	DEBT SERVICE-SERIAL BONDS	*	395,477.00	0.00	395,477.00	395,476.28	0.00	0.72
97	Endowment, Scholarship and Gift Fund	**	395,477.00	0.00	395,477.00	395,476.28	0.00	0.72
A 9901.93	TRANSFER TO SCHOOL FOOD		10,000.00	-10,000.00	0.00	0.00	0.00	0.00
A 9901.95	TRANSFER TO SPECIAL AID		40,000.00	-22,000.00	18,000.00	87,019.09	0.00	-69,019.09
9901	TRANSFER TO SPECIAL AID	*	50,000.00	-32,000.00	18,000.00	87,019.09	0.00	-69,019.09
A 9950.9	INTERFUND TRANSFER		400,000.00	425,000.00	825,000.00	825,000.00	0.00	0.00
9950	TRANSFER TO CAPITAL	*	400,000.00	425,000.00	825,000.00	825,000.00	0.00	0.00
99		**	450,000.00	393,000.00	843,000.00	912,019.09	0.00	-69,019.09
9		***	8,578,939.00	-232,603.08	8,346,335.92	7,961,788.42	0.00	384,547.50
Fund ATotals:			33,977,966.00	518,193.16	34,496,159.16	33,571,255.44	44,146.30	880,757.42
Grand Totals:			33,977,966.00	518,193.16	34,496,159.16	33,571,255.44	44,146.30	880,757.42

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2022 To 6/30/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	REAL PROPERTY TAXES	22,325,782.00	0.00	22,325,782.00	21,052,061.60	1,273,720.40
A 1052	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	553,735.88	-553,735.88
A 1085	NYS SCHOOL TAX RELIEF REIMB.	0.00	0.00	0.00	1,287,886.01	-1,287,886.01
A 1090	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	2,503.75	-2,503.75
A 2280	HEALTH SERV OTHER DIST	0.00	0.00	0.00	287,584.83	-287,584.83
A 2304	TRANSPORTATION OTHR DIST	0.00	0.00	0.00	10,750.74	-10,750.74
A 2401	INTEREST AND EARNINGS	15,000.00	0.00	15,000.00	266,720.70	-251,720.70
A 2412	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	1,960.00	-1,960.00
A 2670	SALE OF PROPERTY	0.00	0.00	0.00	4,660.00	-4,660.00
A 2680	INSURANCE RECOVERIES	0.00	0.00	0.00	28,329.21	-28,329.21
A 2690	LOST BK MONEY-OTHER LOSS	0.00	0.00	0.00	15.29	-15.29
A 2701	REFUNDS OF PRIOR YR EXP- BOCES ONLY	0.00	0.00	0.00	199,280.13	-199,280.13
A 2703	REFUND OF PRIOR YEAR EXP-OTHER	0.00	0.00	0.00	8,920.80	-8,920.80
A 2705	GIFTS AND DONATIONS	0.00	0.00	0.00	1,000.00	-1,000.00
A 2770	OTHER UNCLASSIFIED REV	900,373.00	0.00	900,373.00	1,416.16	898,956.84
A 2771.ERA.TE	E-RATE REFUND	0.00	0.00	0.00	16,611.12	-16,611.12
A 3101	STATE AID-BASIC FORMULA	10,536,811.00	0.00	10,536,811.00	6,242,100.43	4,294,710.57
A 3101.E	EXCESS COST AID	0.00	0.00	0.00	1,921,429.00	-1,921,429.00
A 3102	STATE AID-LOTTERY	0.00	0.00	0.00	1,736,584.57	-1,736,584.57
A 3103	STATE AID-BOCES	0.00	0.00	0.00	912,307.00	-912,307.00
A 3260	STATE AID-TEXTBOOKS	0.00	0.00	0.00	65,939.00	-65,939.00
A 3262	STATE AID-COMPUTER SOFTWARE	0.00	0.00	0.00	35,990.00	-35,990.00
A 3263	LIBRARY AV LOAN PROGRAM	0.00	0.00	0.00	360.00	-360.00
A 3289	OTHER STATE AID	0.00	0.00	0.00	4,000.00	-4,000.00
A 4286	CARES ACT EDUCATION STABILIZATION FUND - FEDERAL AID	0.00	0.00	0.00	45,640.06	-45,640.06
A 4601	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	167,021.57	-167,021.57
A Totals:		33,777,966.00	0.00	33,777,966.00	34,854,807.85	-1,076,841.85
C 1440	SALE OF LUNCHES	0.00	0.00	0.00	53,366.69	-53,366.69
C 2401	INTEREST & EARNINGS	0.00	0.00	0.00	796.92	-796.92
C 2770	MISCELLANEOUS REVENUES	0.00	0.00	0.00	3,246.00	-3,246.00
C 3190	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	4,696.00	-4,696.00
C 3191	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	920.00	-920.00

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2022 To 6/30/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
C 4190	FEDERAL AID - LUNCH	0.00	0.00	0.00	179,961.00	-179,961.00
C 4191	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	22,678.00	-22,678.00
C Totals:		0.00	0.00	0.00	265,664.61	-265,664.61
CM 2401	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	7.68	-7.68
CM Totals:		0.00	0.00	0.00	7.68	-7.68
F 3289	OTHER STATE AID	0.00	35,524.50	35,524.50	342,674.07	-307,149.57
F 3289.01.22.5870	UPK GRANT - 2021-22 - 5870-22-9294	0.00	0.00	0.00	13,996.81	-13,996.81
F 3289.01.23.5870	UPK GRANT - 2022-23 - 5870-23-9294	300,720.00	0.00	300,720.00	265,081.24	35,638.76
F 4289.00.21.5891	CRRSA-ESSER 2 - 03/13/20-09/30/23 - 5891-21-1565	0.00	0.00	0.00	39,487.75	-39,487.75
F 4289.00.21.5896	CRRSA-GEER 2 - 03/13/20-09/30/23 - 5896-21-1565	0.00	0.00	0.00	7,313.00	-7,313.00
F 4289.02.23.0032	SEC 611 - 0032-23-0433 - 2022-2023	332,562.00	0.00	332,562.00	332,562.00	0.00
F 4289.03.23.0033	SEC 619 - 0033-23-0433 - 2022-2023	15,913.00	0.00	15,913.00	15,913.00	0.00
F 4289.07.23.0021	TITLE IA - 2022-23 - 0021-23-1565	139,647.00	0.00	139,647.00	139,647.00	0.00
F 4289.08.23.0147	TITLE IIA - 2022-23 - 0147-23-1565	23,287.00	0.00	23,287.00	12,033.09	11,253.91
F 4289.09.22.0293	TITLE IIIA ELL - 2021-22 - 0293-22-1565	0.00	0.00	0.00	3,752.19	-3,752.19
F 4289.09.23.0293	TITLE IIIA ELL - 2022-23 - 0293-23-1565	13,015.00	0.00	13,015.00	5,800.80	7,214.20
F 4289.10.22.0149	TITLE III-IMM 0149-22-1565 2021-2022 - EXCESS	0.00	0.00	0.00	20,412.00	-20,412.00
F 4289.13.23.0204	TITLE IV A - 2022-23 - 0204-23-1565	12,136.00	0.00	12,136.00	4,084.40	8,051.60
F 4289.14.22.0011	TITLE I - 2021-22 - 0011-22-3144	0.00	0.00	0.00	11,842.96	-11,842.96
F 4289.14.23.0011	TITLE I SCHOOL IMPROVEMENT (TSI) - 2022-23 - 0011-23-3144	0.00	0.00	0.00	106,650.00	-106,650.00
F 4289.32.22.5532	ARP SEC 611 - 5532-22-0433 - 2021-2023	77,912.00	0.00	77,912.00	62,224.83	15,687.17
F 4289.33.22.5533	ARP SEC 619 - 5533-22-0433 - 2021-2023	8,675.00	0.00	8,675.00	6,561.90	2,113.10
F 4289.80.21.5880	ARP-ESSER - 2020-24 - 5880-21-1565	0.00	0.00	0.00	665,092.84	-665,092.84
F 4289.82.21.5882	ARP-ESSER STATE RESERVES- SUMMER LEARNING & ENRICHMENT - 2020-24 - 5882-21-1565	100,002.00	0.00	100,002.00	0.00	100,002.00
F 5031	INTERFUND REVENUE	0.00	0.00	0.00	87,019.09	-87,019.09
F Totals:		1,023,869.00	35,524.50	1,059,393.50	2,142,148.97	-1,082,755.47
H 3297	STATE SOURCES OTHER-SSBA	57,513.76	0.00	57,513.76	0.00	57,513.76

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2022 To 6/30/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
H 3297.DAS.NY	STATE AIDE OTHER: DASNY GRANTS	0.00	125,000.00	125,000.00	0.00	125,000.00
H 5031	INTERFUND TRANSFER	400,000.00	0.00	400,000.00	825,000.00	-425,000.00
H 5785	PROCEEDS OF DEBT	0.00	0.00	0.00	10,989.49	-10,989.49
H Totals:		457,513.76	125,000.00	582,513.76	835,989.49	-253,475.73
TC 2770	TAX COLLECTIONS - CHSD	0.00	0.00	0.00	25,400,350.60	-25,400,350.60
TC Totals:		0.00	0.00	0.00	25,400,350.60	-25,400,350.60
Grand Totals:		35,259,348.76	160,524.50	35,419,873.26	63,498,969.20	-28,079,095.94

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2022 - 6/30/2023



Account	Description	Debits	Credits
A 200G	NY CLASS	106,319.01	0.00
A 200H	METROPOLITAN COMMERCIAL BANK	4,184,766.67	0.00
A 203	CASH CHECKING-CHASE	6,405,572.10	0.00
A 204	CASH CHECKING-CHASE - TA	50,386.60	0.00
A 204A	CASH STUDENT DEPOSIT	434.72	0.00
A 204B	CASH - NET PAYROLL	2,830.04	0.00
A 250	TAXES RECEIVABLE	553,542.10	0.00
A 380	ACCOUNTS RECEIVABLE	1,534.50	0.00
A 391C	DUE FROM CAFETERIA FUND	1,667.94	0.00
A 391F	DUE FROM FEDERAL FUND	699,991.56	0.00
A 410	STATE AID RECEIVABLE	483,568.50	0.00
A 440	DUE FROM OTHER GOVTS	735,650.96	0.00
A 510	ESTIMATED REVENUES	33,777,966.00	0.00
A 521	ENCUMBRANCES	44,146.30	0.00
A 522	APPROPRIATION EXPENSES	33,571,255.44	0.00
A 599	APPROPRIATED FUND BAL	718,193.16	0.00
A 600	ACCOUNTS PAYABLE	0.00	526,109.60
A 601	ACCRUED LIABILITIES	0.00	6,558.04
A 630	DUE TO OTHER FUNDS	0.00	642.93
A 630H	DUE TO CAPITAL FUND	0.00	133,083.01
A 631	DUE TO HIGH SCHOOL DIST	0.00	30,663.01
A 632	DUE TO TEACHERS RETIREMT	0.00	1,661,475.27
A 637	DUE TO ERS	0.00	110,406.00
A 687	COMPENSATED ABSENCES	0.00	40,469.75
A 691	DEFERRED REVENUE	0.00	1,534.50
A 718	STATE RETIREMENT	0.00	346.98
A 718.1	STATE RETIREMENT - ERS LOAN	100.71	0.00
A 718.3	STATE RETIREMENT - ERS ARREARS	0.00	100.71
A 720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	3,224.24
A 726	SOCIAL SECURITY TAXES	543.14	0.00
A 738	STUDENT DEPOSITS	0.00	434.72
A 815	RESERVE FOR UNEMPLOYMENT	0.00	23,966.47
A 821	RESERVE FOR ENCUMBRANCES	0.00	44,146.30
A 827	RESERVE FOR STATE AND LOCAL RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	3,823,845.67
A 828	RESERVE FOR TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	836,995.33
A 867	RES FOR ACCR LIAB & EMP BENE	0.00	1,184,198.48
A 878	CAPITAL RESERVE	0.00	1,662,307.40
A 909	FUND BALANCE	0.00	996,994.03
A 910	APPROPRIATED FUND BALANCE	0.00	900,000.00
A 960	APPROPRIATIONS	0.00	34,496,159.16
A 980	REVENUES	0.00	34,854,807.85
A Fund Totals:		81,338,469.45	81,338,469.45
C 203	CASH CHECKING-CHASE	7,333.16	0.00
C 380	ACCOUNTS RECEIVABLE	7,435.66	0.00

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2022 - 6/30/2023



Account	Description	Debits	Credits
C 410	STATE & FEDERAL AID RECEIVABLE	40,400.00	0.00
C 522	EXPENDITURES	392,722.47	0.00
C 599	APPROPRIATED FUND BALANCE	396,145.00	0.00
C 600	ACCOUNTS PAYABLE	0.00	20,370.00
C 630	DUE TO OTHER FUNDS	0.00	1,667.94
C 691	DEFERRED REVENUE	0.00	26,273.02
C 909	FUND BALANCE, UNRESERVED	0.00	133,915.72
C 960	APPROPRIATIONS	0.00	396,145.00
C 980	REVENUES	0.00	265,664.61
C Fund Totals:		844,036.29	844,036.29
CM 200.1	CASH - SCHOLARSHIP CHECKING	523.79	0.00
CM 391	Due From Other Funds	642.93	0.00
CM 899	OTHER RESTRICTED FUND BALANCE	0.00	1,158.78
CM 909	Fund Balance, Unreserved	0.00	0.26
CM 980	Revenues	0.00	7.68
CM Fund Totals:		1,166.72	1,166.72
F 203	CASH CHECKING-CHASE	5,916.02	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	782,767.05	0.00
F 510	ESTIMATED REVENUE	1,059,393.50	0.00
F 521	ENCUMBRANCES	321,479.47	0.00
F 522	EXPENDITURES	2,142,148.97	0.00
F 599	APPROPRIATED FUND BALANCE	2,369,339.94	0.00
F 600	ACCOUNTS PAYABLE	0.00	27,673.01
F 630	DUE TO GENERAL FUND	0.00	699,991.56
F 691	COLLECTIONS IN ADVANCE	0.00	61,018.50
F 821	RESERVE FOR ENCUMBRANCES	0.00	321,479.47
F 960	APPROPRIATIONS	0.00	3,428,733.44
F 980	REVENUES	0.00	2,142,148.97
F Fund Totals:		6,681,044.95	6,681,044.95
H 203	CASH CHECKING-CHASE	4,861.26	0.00
H 391	DUE FROM GENERAL FUND	133,083.01	0.00
H 410	STATE & FEDERAL AID RECEIVABLE	477,367.00	0.00
H 510	ESTIMATED REVENUE	582,513.76	0.00
H 521	ENCUMBRANCES	75,448.57	0.00
H 522	EXPENDITURES	1,157,783.26	0.00
H 599	APPROPRIATED FUND BALANCE	1,071,947.31	0.00
H 600	ACCOUNTS PAYABLE	0.00	791.45
H 691	BOND PREMIUM	0.00	477,367.00
H 821	RESERVE FOR ENCUMBRANCES	0.00	75,448.57
H 878	RESTRICTED/CAPITAL RESERVE	0.00	425,000.00
H 909	FUND BALANCE, UNRESERVED	0.00	33,946.59
H 960	APPROPRIATIONS	0.00	1,654,461.07
H 980	REVENUES	0.00	835,989.49
H Fund Totals:		3,503,004.17	3,503,004.17
TC 440	DUE FROM OTHER GOVERNMENTS	616,440.79	0.00
TC 522	Expenditures	25,400,350.60	0.00

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2022 - 6/30/2023



Account	Description	Debits	Credits
TC 631	DUE TO OTHER GOVERNMENTS	0.00	616,440.79
TC 980	Revenues	0.00	25,400,350.60
TC Fund Totals:		26,016,791.39	26,016,791.39
Grand Totals:		118,384,512.97	118,384,512.97

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2023 by and between the Board of Education of the **Valley Stream Union Free School District 24** (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581, and **Kids Learning Loft Applied Behavior Analysis Services, PLLC** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 305 Hillside Avenue, Williston Park, NY 11596.

A. TERM:

The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
 - [See Appendix A]
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

7. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
14. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

15. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
 - a. The CONSULTANT, at its sole expense, shall procure and maintain the following insurance policies, including the Board of Education, employees and volunteers, as additional insured, as follows:
 - Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 aggregate
 - Automobile Liability
\$1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.
 - Workers' Compensation
Statutory Workers' compensation and employers' liability insurance for all employees
 - Professional liability insurance
Covering the consultant for errors and omissions arising services provided under the contract with the DISTRICT in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.

CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and

subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT.

- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE ATTACHED RATE SCHEDULE (Appendix B)

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:**1. Termination:**

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification:

- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the

performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

b. The DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Attn: Director of Pupil Services
 Superintendent of Schools
 Valley Stream Union Free School District 24
 75 Horton Avenue
 Valley Stream, New York 11581

To Consultant: Attn: Christine Vanni, Executive Director
 Kids Learning Loft Applied Behavior Analysis Services
 305 Hillside Avenue, Williston Park, NY 11596

5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

8. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

9. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.

- 10. Entire Agreement: This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 11. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 12. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

**KIDS LEARNING LOFT APPLIED
BEHAVIOR ANALYSIS SERVICES, PLLC**

**VALLEY STREAM UNION
FREE SCHOOL DISTRICT 24**

By: Christina Vann
Executive Director

By: _____
President, Board of Education

Date: 08/07/2023

Date: _____

APPENDIX A

Kids Learning Loft Applied Behavior Analysis Services, PLLC

Scope of Services

Service Offered	Description of Service
Extended School Day / Social Skills	<ul style="list-style-type: none"> • Group programming to address individual social goals using ABA techniques
Behavior Consultation	<ul style="list-style-type: none"> • Classroom observation • Functional Behavior Assessment • Development of Behavior Intervention Program • Implementation of Behavior Intervention Program • Ongoing Behavior Intervention Plan Support • Staff training • Design and implementation of system-wide positive behavior support plans • CSE meetings
Applied Behavior Analysis (ABA)	<ul style="list-style-type: none"> • FBA • BIP Development • BIP Implementation • ABA program book • Assessments • ABA on-going direct work to support IEP goals • Spanish/Bilingual
Paraprofessional/ABA Aide	<ul style="list-style-type: none"> • Individual to work 1:1 with child and provide assistance implementing ABA program
Parent Training	<ul style="list-style-type: none"> • Group or Individual
Special Education Teacher	<ul style="list-style-type: none"> • Home Based Special Education Itinerant Services • Evaluations • CSE Meetings • Spanish/Bilingual
Workshops / Seminars / Staff Training	<ul style="list-style-type: none"> • Preventative Behavior Seminar/Workshops

APPENDIX B

Kids Learning Loft Applied Behavior Analysis Services, PLLC

2023-2024 Rates

Service	Rate
Behavior Consultation	Level 1 (BCBA) \$145.00 per 60 minutes
Behavior Consultation	Level 2 (Masters level) \$105.00 per 60 minutes
ABA Aide	\$85.00 per 60 minutes
Parent Training	\$145.00 per 60 minutes
ABA	\$105.00 per 60 minutes
Special Ed/SEIT	\$105.00 per 60 minutes
CSE Meeting	\$145.00 per 60 minutes
Extended Day/Social	\$70.00 per 60 minutes
Staff Training Seminars	\$145.00 per 60 minutes
Resource Room	\$85.00 per 60 minutes
Home Tutoring	\$85.00 per 60 minutes
Workshops/Seminars	\$145.00 per 60 minutes

**AGREEMENT
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of August 7th, 2023, by and between the **Valley Stream Union Free School District #24** (“District”) and **Kids Learning Loft Applied Behavior Analysis Services, PLLC** (“Contractor”).

WHEREAS, the District has entered into a contract or other written agreement, as defined in Part 121 of the Commissioner’s Regulations, with Contractor for certain services or products, a copy of which is annexed hereto; and

WHEREAS, Contractor is a third-party contractor as defined in Part 121 of the Commissioner’s Regulations, that will receive student data or teacher or principal data from the District pursuant to said contract or other written agreement for purposes of providing services to the District; and

WHEREAS, the parties agree that if any provision of this Agreement conflicts with a provision of said contract or other written agreement, the provision as set forth in this Agreement shall supersede and prevail over said other provision;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, including the above-referenced contract or other written agreement, the Contractor and the District hereby agree as follows:

A. The Contractor shall comply with all District policies and state, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy, including the District’s Parents’ Bill of Rights and Supplemental Information, annexed hereto and incorporated herein as Attachment “A”.

B. The Contractor may receive personally identifiable information from student records (“Education Records”) and/or personally identifiable information from annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release pursuant to Education Law § 3012-c and 3012-d (collectively, “PII Data”). The Contractor shall, therefore, comply with the following provisions in order to maintain the security and confidentiality of personally identifiable information:

- (i) adopt technologies, safeguards and practices in alignment with the NIST Cybersecurity Framework;
- (ii) comply with the school district’s data security and privacy policy;
- (iii) limit the Contractor’s internal access to Education Records to individuals with legitimate educational interests;
- (iv) use PII Data only for the purposes explicitly authorized by this Agreement and not for any other purpose;
- (v) not disclose any personally identifiable information from PII Data to any other party without prior written consent, unless disclosure is required by statute or

- court order and written notice is given to the District (notice is not required if it is expressly prohibited by a statute or court order);
- (vi) maintain reasonable safeguards to maintain confidentiality of personally identifiable information in PII Data;
 - (vii) use legally mandated encryption technology¹ to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
 - (viii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

C. The Contractor represents and warrants that its contract or written agreement with the District includes the Contractor's data security and privacy plan that is acceptable to the District, a copy of which is attached hereto and incorporated herein as Attachment "B". The Contractor's data security and privacy plan shall, at a minimum:

- (i) outline how the Contractor will implement State and federal data security and privacy contract requirements for the life of the contract and is consistent with the school district's data security and privacy policy;
- (ii) specify administrative, operational and technical safeguards the third-party contractor will use to protect personally identifiable information;
- (iii) show that it complies with requirements of §121.3(c) of the Commissioner's Regulations;
- (iv) specify how the third-party contractor's employees and any assignees with access to student data, or teacher or principal data receive or will receive training on relevant confidentiality laws, before receiving access to such data;
- (v) specify if the third-party contractor will use subcontractors and how it will ensure personally identifiable information is protected;
- (vi) specify an action plan for handling any breach or unauthorized disclosure of personally identifiable information and promptly notify the school district of any breach or unauthorized disclosure; and
- (vii) describe whether, how and when data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated.

D. The Contractor must notify the District of any breach of security resulting in an unauthorized release of personally identifiable information from PII Data by the Contractor or the Contractor's officers, employee's, assignees or subcontractors. This notification must be made in the most expedient way possible and without delay. In addition, the Contractor must notify the District of the breach of security in writing. This written notification must be sent by the Contractor in the most expedient way possible and without unreasonable delay, and not later than seven (7) calendar days after discovery of the breach of security resulting in an unauthorized release of personally identifiable information from PII Data, to the designated District representative and either personally delivered or sent by nationally recognized overnight carrier to the District. In the case of an unauthorized release of personally identifiable

¹ Encryption means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.

information from PII Data by the Contractor or the Contractor's officers, employees, assignees or subcontractors, the Contractor must reimburse the District for all the District's costs associated with the District's obligation to notify the State's chief privacy officer, parents, students, teachers and/or principals of the unauthorized release.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

Valley Stream Union Free School District #24

Kids Learning Loft ABA Services, PLLC



BY: _____

BY: _____

August 7, 2023

DATE: _____

DATE: _____

Data Security and Privacy Plan

As per the Agreement between the undersigned and the School District, this plan must be completed by the Service Provider within 10 days of execution of the Agreement.

1. Describe how you will implement applicable data security and privacy contract requirements over the

All data will be stored on an encrypted secure server. Only staff that need access to information are permitted to view students info. Password encryptions and protocols for reporting any breaches are in place.

life of the contract.

Initial CV

2. **Exclusive Purposes for Data Use**

- a. Please list the exclusive purposes for which the student data [or teacher or principal data] will be used by the service provider include.

Data will be used solely to determining progress and make program decisions.

Initial CV

3. **Data Accuracy/Correction Practices**

- a. Parent [student, eligible student, teacher or principal] may challenge the accuracy of the data

Parent/student/school personnel may challenge data accuracy by notifying Kids Learning Loft Applied Behavior Analysis Services PLLC via mail at the following address:

305 Hillside Avenue
Williston Park, NY 11596

by...

Initial CV

4. **Subcontractor Oversight Details**

- a. This contract has subcontractors: Yes _____ No X

- b. Describe how the contractor will ensure subcontractors abide by data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations:

Initial CV

5. Security Practices

- a. Where is the data stored? (described in such a manner as to protect data security)

Data is stored on an encrypted server

- b. The security protection practices taken to ensure data will be protected include:

In addition to being stored on an encrypted server, data can only be accessed by staff that is provided with passwords provided by Kids Learning Loft, and only known by provider and Kids Learning Loft Administrators.

Initial CV

6. Contract Lifecycle Practices

- a. The agreement expires Agreement Expires after one year.

- b. When the agreement expires,

- i. How long is the student data [or teacher or principal data] retained? Data is stored for 7 years

- ii. How is the student data disposed? After being archived for 7 years the data is deleted

Initial CV

7. Encryption Practices

- a. Data encryption is applied in accordance with Education Law 2-d 5(£)(5)

Yes X No

Initial CV

8. Training Practices

- a. Annual training on federal and state law governing confidentiality is provided for all officers, employees, or assignees who have access to student [or teacher or principal data]

Yes X No

Initial CV

Kids Learning Loft AGA Services
Company Name

Christine Vanni - Co-Director
Print Name and Title

Christine Vanni
Signature of Provider

8/15/2022
Date

Return to:
:XXXXXX

CONSULTANT AGREEMENT

THIS AGREEMENT, made this 19 day of July, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 ("SCHOOL DISTRICT"), having its principal place of business located at 75 Horton Ave, Valley Stream, NY 11581, and LAKRETZ CREATIVE SUPPORT SERVICES ("CONSULTANT"), having its principal place of business for purposes of this Agreement at P.O. Box 572, Baldwin, New York 11510-0773.

1. **TERM:** The term of the within Agreement shall be from July 1, 2023 through June 30, 2024, unless earlier terminated as provided herein.
2. **CONDITIONS:** The School District shall retain the Consultant to provide certain consultation, training and/or professional development services for the School District under the terms and conditions hereinafter set forth. The Consultant shall perform services only to the extent authorized by the School District.
3. **DUTIES AND SERVICES:** The Consultant shall provide the following services:
 - a. As set forth in Exhibit A, attached hereto and made part hereof. Dates and times to be determined upon agreement of the parties. To the extent the terms of Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting terms.
 - b. The School District reserves its right to maintain flexibility regarding topics and dates with respect to "Teacher Workshops" set forth in Exhibit A (attached) based upon the District's needs.
 - c. In the event that changes in school structure due to the pandemic prohibit in-person services, the Consultant agrees to conduct services via Zoom, subject to the School District's prior written approval.
4. **FEES & EXPENSES:** During the term of this Agreement, the School District agrees to pay the Consultant per Exhibit A (attached) for a total amount not to exceed \$22,000.00, to be paid at the rate set forth therein within 60 days after receipt of Consultant's invoice, subject to the satisfactory completion of services. Except as otherwise set forth herein or in Exhibit A annexed hereto, Consultant shall be responsible for all costs and expenses incurred by Consultant that are incident to the performance of services for School District, including, but not limited to, all tools, vehicles, or other equipment to be provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. School District shall not be responsible for any expenses incurred by Consultant in performing services for School District. Consultant's invoice shall include time sheets and attendance, types of services rendered and fees payable. School District shall give Consultant notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of School District's rights or prevent School District from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **RELATIONSHIP BETWEEN THE PARTIES:** The Consultant is retained by the School District only for the purposes and to the extent set forth in this agreement, and its relation to the School District shall, during the periods of its services hereunder, be that of an independent contractor. The Consultant shall be free to dispose of that portion of its time, energy, and skill during regulation business hours as the Consultant is not obligated to devote hereunder to the School District in such a manner as it sees fit and to such persons, firms or corporations as it deems advisable. Neither the Consultant nor its employees shall be considered as having employee status or entitled to participate in any of the School District's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance or other similar employee benefit program.
6. **INCOME TAX DESIGNATION:** The School District shall not withhold from sums payable to Consultant under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be Consultant's sole responsibility.
7. **CONFIDENTIALITY:** Consultant, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Consultant, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Consultant further agrees that any information received by Consultant, its employees, and/or agents during the course of the services provided pursuant to the Agreement which concerns the personal, financial, or other affairs of School District, its employees, agents, clients, and/or students will be treated by Consultant, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. Consultant acknowledges its responsibility to maintain the security and privacy of student, teacher and/or principal data and its responsibility to adhere to all applicable federal and state statutes and regulations including but not limited to and the Family Educational Rights and Privacy Act (20 USC § 1232g) and New York Education Law § 2-d. Consultant shall complete and execute a Data Privacy and Security Agreement in connection with the services provided pursuant to this Agreement. In the event of a breach of the within confidentiality provision, Consultant shall immediately notify School District and advise it as to the nature of the breach and the steps the Consultant has taken to minimize said breach. Consultant shall indemnify and hold School District harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
8. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, Consultant shall obey all School District rules and regulations and must follow all reasonable directives of School District's administrators and employees.
9. **DEFENSE AND INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the School District, the Board of

Education, their officers, directors, agents and employees, harmless from and against any and all penalties, interest or any other payment assessed against the District by any taxing authority should the Consultant's status as an independent contractor be disallowed by the taxing authority. Consultant further agrees that, to the fullest extent permitted by law, it shall defend, indemnify and hold harmless School District, the Board of Education, their officers, directors, agents and employees from and against all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") in connection with any action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Consultant or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the negligence, misconduct or breach of this Agreement by School District.

10. **INSURANCE**: Consultant agrees to maintain the following insurance and name the School District as an additional insured on Consultant's commercial general liability and excess liability insurance policies:
- a. **Commercial General Liability Insurance**: \$1,000,000 per occurrence/ \$2,000,000 aggregate. The policy shall provide coverage for claims of negligent hiring, training and supervision, including claims arising in the context of sexual molestation, abuse, harassment, or other sexual misconduct.
 - b. **Automobile Liability**: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation, Employers' Liability and N.Y.S. Disability**: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. A self-employed person and certain partners and corporate officers may be excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person seeking an exemption must submit proof of filing of a CE-200 form with the New York State Workers Compensation Board.
 - d. **Professional Errors and Omissions Insurance**: \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of Consultant and its employees performed under this Agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.

Said policies shall be from an A.M. Best rated "Secure" insurer, licensed in New York State and shall state that Consultant's coverage shall be primary and non-contributory coverage for School District, its Board, employees and volunteers. School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. At the School District's request, Consultant shall provide a copy of the declaration page of the liability policy with a list of endorsements and forms. If so requested, Consultant will provide a copy of the policy endorsements and forms. In the event that any of the insurance coverage to be provided by Consultant contains a deductible, Consultant shall indemnify and hold School District harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of Consultant.

Consultant shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Consultant and School District from claims set forth below for which Consultant may be legally liable, whether such operations be by Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Consultant hereby agrees to effectuate the naming of School District as an unrestricted additional insured on Consultant's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The School District, in its sole discretion, may waive some requirements of this paragraph; any such waiver must be in writing signed by an authorized representative of the School District.

Consultant shall provide the School District with evidence of the above insurance requirements upon execution of this Agreement. Consultant further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects Consultant to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages School District sustains as a result of this breach. In addition, Consultant shall be responsible for the indemnification to School District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

11. **ASSIGNMENT OF AGREEMENT:** Consultant shall not assign, transfer or convey any of its rights or obligations under this Agreement without the prior written consent of School District.
12. **MUTUAL AGREEMENT:** This agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
13. **DISCRIMINATION PROHIBITED:** Neither School District nor Consultant will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Nassau, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper

venue or *forum non conveniens* to the conduct of and proceeding in any such court.

15. **COMPLIANCE WITH SAVE LEGISLATION:** The Consultant understands and agrees that, unless its instructors and employees will have no direct contact with school-aged students, it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The Consultant shall adhere to all applicable requirements and protocols as established by the School District and the State Education Department of New York.

16. **TERMINATION:**
 - a. This Agreement may be terminated by the School District upon seven (7) days' written notice to the Consultant. In the event of such termination, the parties will adjust and prorate the accounts due and payable to Consultant for services actually rendered up to the effective date of termination, subject to any cancellation provisions set forth in Exhibit A. The Consultant will not incur any additional expenses upon receipt of School District's notification that Consultant's services have been terminated.
 - b. This Agreement may be terminated by the School District in the event of a material breach by Consultant, upon three (3) days' written notice from the School District to Consultant.
 - c. Notwithstanding anything to the contrary contained in the Agreement or in Exhibit A or any other related documents, the School District expressly reserves the right to immediately suspend, cancel or terminate the Consultant's services under this Agreement in the event that its schools are closed and/or it becomes illegal, impossible or impracticable to continue the Consultant's services due to any reason, including but not limited to any force majeure event, and upon the School District's exercise of such right, the Consultant, its officers, employees and/or agents shall not be entitled to further compensation, payments, cancellation fees, charges, or any other benefits pursuant to this Agreement for the duration of such closure, unless agreed to in writing between the Consultant and the School District. Force majeure events shall include any condition beyond the School District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including COVID-19 or similar epidemic or outbreak, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental or quasi-governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of Consultant's services, Consultant shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to any payment, cancellation fees or any other charges for any previously scheduled services that were not actually rendered prior to the date of such school closing.

17. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between School District and Consultant, and supersedes all prior written and

oral agreements, commitments or understandings with respect thereto. The Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

18. **COUNTERPARTS:** This Agreement may be signed in counterparts and/or electronically by the parties. Electronic signatures, if otherwise valid, shall be considered the same as handwritten signatures and scanned and facsimile signatures shall also be effective to bind such party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: _____

By: _____

Donna LaRocco
President, Board of Education

LAKRETZ CREATIVE SUPPORT SERVICES

Date: 7/19/23

By: Beth Lakretz

Beth Lakretz
Chief Executive Officer

EXHIBIT A

ICT Teacher Workshops at a rate of \$4,750 per day for a total rate of \$9,500.00

- 1 Intro to ICT Workshop for new ICT pairs
- 1 Follow-Up ICT Workshop

ICT Teacher Coaching – 5 days at a rate of \$2,500 per day for a total rate of \$12,500.00

- New ICT pairs (3) will receive 3-4 coaching sessions each of the course of the school year.
- Returning ICT pairs (5) will receive 1-2 coaching sessions each over the course of the school year.
- Each coaching session for a pair consists of a classroom visit followed by a meeting. Lakretz coaches can see 4 teams per day under these conditions.

Cancellation Policy: In the event of a cancellation on the part of the District, the District will be charged based on the following schedule. In addition, the District shall be responsible to reimburse Consultant for all costs and expenses actually and reasonably incurred by Consultant prior to notification of such cancellation. Nothing contained in this “Cancellation Policy” shall affect the District’s right to terminate the Agreement due to a “force majeure” event as outlined in the “Termination” clause of the Agreement and should such a “force majeure” event occur, the District shall be permitted to terminate or cancel the Agreement without charge or penalty, notwithstanding this “Cancellation Policy.”

On month in advance:	No fee
Up to one week in advance:	50%
7 calendar days of less in advance:	Full price

Lauren Kolbeck Szulc, LLC
Professional Development Agreement

This agreement by **Lauren Kolbeck Szulc, LLC (LKS)** who agrees to provide professional development literacy services to **Valley Stream School District 24 (VSSD24)**. The specific arrangements outlined here were developed through conversations between LKS and VSSD24 district personnel.

Your district has agreed to purchase services totaling \$19,500.00.

These services include:

	Cost per day	Subtotal
1. On Site, 10 days of staff development and/or coaching with Lauren Kolbeck to provide professional and coaching to staff in literacy strategies, benchmark assessment/progress monitoring and best practices.	\$1,950	\$19,500
	Total	\$19,500

VSSD24 agrees to provide the following:

- Copies for all participants from a master set of handouts provided by LKS.
- Smartboard or projector connection for the presentation.

Payment

1. Billing statements will be sent after the work is completed at the end of each month and payment is due within 30 days.
2. **VSSD24** agrees to sign and return a copy of this agreement with a signed purchase order.
3. All purchase orders and payments should be made payable Lauren Kolbeck Szulc, LLC.

Cancellations

Once you sign this contract, the time has been reserved to work with you. If, at a later date, budgetary or other constraints make it necessary to rescind on this agreement then;

- You will be charged for any non-refundable expenses.
- We will work together to reschedule the visit if it is at all possible.
- If a rescheduled visit is not possible, there will be a 10% charge for any dates for which we have one month's notice and a 30% charge for any cancellation with less than one month's notice.

This Agreement dated on this 14 day of August by and between Valley Stream School District 24 and Lauren Kolbeck Szulc, LLC.

The parties hereby agree to the terms, provisions, and conditions of this agreement as stated:

SCHOOL DISTRICT: Valley Stream School District
24 Superintendent or Designee:

CONSULTANT: Lauren Kolbeck Szulc,
LLC 161 Oakside Drive
Smithtown, NY 11787
Federal Tax ID: 81-1601679.

Signature:

Signature: 

RIDER

The Agreement between the Board of Education of the Valley Stream Union Free School District Twenty Four (hereinafter "District") and Lauren Kolbeck Szuk, F.I.C. ("Consultant") is hereby amended in accordance with this Rider

- 1 In the event of conflict between the provisions of the printed Agreement form and this Rider (collectively, the "Agreement"), the provisions of this Rider shall control.
- 2 This Agreement may not be modified orally
- 3 If any of these provisions shall be deemed unlawful, invalid or unenforceable, such illegality and invalidity or unenforceability shall not affect the remaining provisions of this Agreement
- 4 Neither party may assign or otherwise transfer its rights, privileges or obligations under this Agreement without the prior written consent of the other party.
- 5 This Agreement shall be governed by and in accordance with the laws of the State of New York and in any proceedings concerning the enforcement or enforceability of the Agreement the venue shall be in the Supreme Court of Nassau County in the State of New York.
- 6 The District shall have the right to terminate this Agreement without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Consultant is given at least thirty (30) days notice.
- 7 The Consultant agrees to defend, indemnify, and hold harmless the District, its officers, trustees, agents, and employees, from any and all suits, claims, losses, damages, or injuries to persons or property, resulting from, arising out of, or in consequence of, any action or cause of action in connection with the actions or omissions of the Consultant, its directors, officers, trustees, agents, students, and/or employees.
8. The Consultant agrees to provide the District with a certificate of insurance evidencing general liability insurance, insuring both the District and the Consultant, with minimum limits of \$1,000,000 per occurrence for personal and advertising injury, and \$2,000,000 per local on aggregate, which policy shall be written on an "occurrence" basis, shall provide primary insurance for obligations assumed under this Agreement, and shall be endorsed to name the District (including all directors, officers, trustee, agents and employees) as "Additional Insured." The certificate will also evidence statutory Workers' Compensation Insurance, and property insurance covering all equipment and material utilized in connection with this program. All policies will be maintained in full force and effect during all periods of activity covered by this Agreement.

- o The Consultant shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
- 10. The Consultant represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. The Consultant represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
- 11. Neither the Consultant nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- 12. The District reserves the right to reject any of the Consultant's staff, which the District, at its sole discretion, may deem unqualified.
- 13. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Superintendent of Schools
Valley Stream Union Free School District Twenty-Four
75 Horton Ave
Valley Stream, NY 11581

To Consultant: Lauren Kolbeck Szulc, LLC
161 Oakside Drive
Smithtown, NY 11787

- 14. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of the Agreement.
- 15. The Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 16. This Agreement is subject to the approval of the District's Board of Education.

17. This Rider shall be effective and dated as of the latest date written below, provided That the Board of Education of the District has authorized and accepted by Resolution the terms of this Agreement.

Lauren Kolbeck Szule, LLC



By: Lauren Kolbeck Szule, LLC Representative

**Board of Education of the
Valley Stream Union Free School District Twenty-Four**

By: Board of Education President

AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 (the "SCHOOL DISTRICT"), having its principal place of business located at 75 Horton Ave, Valley Stream, NY 11581, and Long Island Neuropsychological Consultants (the "CONSULTANT"), having its/his/her principal place of business for purposes of this Agreement at 45 North Station Plaza, Great Neck, NY 11021.

WHEREAS, CONSULTANT is in the business of providing Neuropsychological & Diagnostic Evaluations in connection with student IEPs, and possesses the necessary training, ability, experience and/or expertise to provide such services; and

WHEREAS, the SCHOOL DISTRICT desires that CONSULTANT provide such services to the SCHOOL DISTRICT as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2023 through June 30, 2024, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** The CONSULTANT will provide SCHOOL DISTRICT with neuropsychological & diagnostic evaluation services and other services as directed by the SCHOOL DISTRICT's Director of Special Education, pursuant to and in connection with the Individualized Education Program of specified students, as more fully set forth in Schedule A, attached hereto.
3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by CONSULTANT to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay CONSULTANT at the applicable rates set forth in the attached Schedule A.
4. **INVOICE DUE ON MONTHLY BASIS:** CONSULTANT will submit an invoice for services rendered on a monthly basis, and payment to CONSULTANT shall be made within thirty (30) days from receipt of invoice from CONSULTANT. The invoice shall include dates of service, types of services rendered and fees payable. SCHOOL DISTRICT shall give CONSULTANT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT'S rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
5. **INDEPENDENT CONTRACTOR:** CONSULTANT acknowledges that it will not hold itself, its employees and/or agents out as employees of SCHOOL DISTRICT. CONSULTANT is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its/his/her relationship to SCHOOL DISTRICT shall, during the periods of services hereunder, be that of an independent contractor. CONSULTANT shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT'S workers' compensation, retirement, fringe benefits, unemployment insurance,

liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CONSULTANT, its/his/her employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. CONSULTANT agrees that this Agreement does not confer benefits of any nature whatsoever upon it/him/her other than payment for services provided herein. CONSULTANT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. CONSULTANT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF CONSULTANT:** CONSULTANT shall be responsible for all costs and expenses incurred by CONSULTANT that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all materials, tools, vehicles, or other equipment to be provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT'S costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by CONSULTANT in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to CONSULTANT under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. CONSULTANT agrees that any tax obligation of CONSULTANT arising from the payments made under this Agreement will be CONSULTANT'S sole responsibility. CONSULTANT will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT'S failure to withhold any amount from the payments for tax purposes.

8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

- a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. CONSULTANT and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
- b. SCHOOL DISTRICT shall not incur any charges should CONSULTANT, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify CONSULTANT of a student's absence whenever practicable.

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records of the CONSULTANT as they pertain to the services provided pursuant to this Agreement.

10. **LICENSE AND AUTHORIZATION / NON-EXCLUSION FROM PROGRAM PARTICIPATION:** CONSULTANT warrants that it is duly licensed and authorized to perform the Services as described herein. CONSULTANT represents that it possesses documentation

evidencing such certifications and/or license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Individuals furnishing Services hereunder shall be subject to the District's approval. Where applicable, CONSULTANT agrees to submit to District proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. CONSULTANT further agrees to complete and submit, upon the request of District, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. CONSULTANT represents and warrants, as a material term of this contract, that neither it nor any of its employees will perform services under this contract if it or any of its employees is/are currently excluded from or otherwise ineligible to participate in any federal or state health care programs, including those defined in 42 U.S.C. § 1320 a-7b(f); the subject of any pending exclusion proceeding; or the subject of an adjudication or determination that it/they have committed any action that could subject CONSULTANT to exclusion from governmental programs (collectively, "exclusion activity").

11. **SAVE LEGISLATION:** CONSULTANT understands and agrees that it/he/she is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. CONSULTANT shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. CONSULTANT further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individual(s) providing services to SCHOOL DISTRICT. In the event that CONSULTANT utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER agrees to furnish written reports of each pupil's educational evaluation and/or progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished in accordance with the student's IEP. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's evaluation and/or progress as may be required by SCHOOL DISTRICT.

13. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

14. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, CONSULTANT, its/his/her employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL

DISTRICT'S administrators and employees.

15. **PHOTO I.D.**: CONSULTANT shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

16. **TERMINATION NOTICE**:

- a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to CONSULTANT. In the event of such termination, the parties will adjust the accounts due and payable to CONSULTANT for services rendered. CONSULTANT will not incur any additional expenses upon receipt of SCHOOL DISTRICT'S notification that CONSULTANT'S services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by CONSULTANT within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by CONSULTANT, upon three (3) days' written notice from SCHOOL DISTRICT to CONSULTANT.
- c. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the SCHOOL DISTRICT expressly reserves the right to immediately suspend, cancel or terminate the CONSULTANT'S services under this Agreement in the event that its schools are closed due to any force majeure event, and neither the CONSULTANT, its officers, employees and/or agents shall be entitled to further compensation, payments or any other benefits pursuant to this Agreement for the duration of such closure, except as otherwise agreed to in writing between the CONSULTANT and the SCHOOL DISTRICT. Force majeure events shall include any condition beyond the District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including but not limited to Covid-19, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of Consultant's services, Consultant shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to payment for any previously scheduled services that were not actually rendered prior to the date of such school closing.

17. **CONFIDENTIALITY**: CONSULTANT agrees that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. CONSULTANT, its/his/her employees, and/or agents, shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. CONSULTANT further agrees that any information received by CONSULTANT, its/his/her employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by CONSULTANT in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality provision, CONSULTANT shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and the steps

CONSULTANT has taken to minimize said breach. CONSULTANT shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality provision. The Consultant agrees to abide by all provisions of Education Law Section 2-d with respect to protection of student data, and further agrees to abide by District's Parents' Bill of Rights for Data Privacy and Security, annexed hereto and incorporated by reference herein. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

18. **FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to FERPA.

19. **DEFENSE, INDEMNIFICATION and HOLD HARMLESS:** To the fullest extent permitted by law, the CONSULTANT agrees to defend, indemnify and hold the SCHOOL DISTRICT, the Board of Education, their officers, directors, agents and employees, harmless from and against any and all penalties, interest or any other payment assessed against the District by any taxing authority should the CONSULTANT's status as an independent contractor be disallowed by the taxing authority. CONSULTANT further agrees that, to the fullest extent permitted by law, it shall defend, indemnify and hold harmless SCHOOL DISTRICT, the Board of Education, their officers, directors, agents and employees from and against all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by CONSULTANT or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the negligence, misconduct or breach of this Agreement by SCHOOL DISTRICT.

20. **INSURANCE:** CONSULTANT agrees to maintain the following insurance and name the SCHOOL DISTRICT as an additional insured on CONSULTANT'S commercial general liability and excess liability insurance policies:

- a. **Professional Errors and Omissions Insurance:** \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of CONSULTANT performed under this Agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of services.
- b. **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, including sexual misconduct, property damage and personal injury. The policy shall provide coverage for claims of negligent hiring, training and supervision, including claims arising in the context of sexual molestation, abuse, harassment, or other sexual misconduct.
- c. **Workers' Compensation, Employers' Liability and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. A self-employed person and certain partners and corporate officers may be excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person seeking an exemption must

submit proof of filing of a CE-200 form with the New York State Workers Compensation Board.

Said policies shall be from an A.M. Best rated "Secure" insurer, licensed in New York State and shall state that CONSULTANT'S coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. At the SCHOOL DISTRICT's request, CONSULTANT shall provide a copy of the declaration page of the liability policy with a list of endorsements and forms. If so requested, CONSULTANT will provide a copy of the policy endorsements and forms. In the event that any of the insurance coverage to be provided by CONSULTANT contains a deductible, CONSULTANT shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of CONSULTANT.

CONSULTANT shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect CONSULTANT and SCHOOL DISTRICT from claims set forth below for which CONSULTANT may be legally liable, whether such operations be by CONSULTANT or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on CONSULTANT's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The SCHOOL DISTRICT, in its sole discretion, may waive some requirements of this paragraph; any such waiver must be in writing signed by an authorized representative of the SCHOOL DISTRICT.

CONSULTANT shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of this Agreement. CONSULTANT further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects CONSULTANT to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, CONSULTANT shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

21. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to the party's address as set forth on the first page of this Agreement.

22. **ASSIGNMENT OF AGREEMENT:** CONSULTANT shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

23. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of

law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any State court located within the County of Nassau, State of New York, or federal court located in the County of Nassau, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

24. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

25. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and CONSULTANT, 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 an amendment to this Agreement as set forth herein.

26. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

27. **NON-WAIVER:** No action or failure to act by CONSULTANT or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

28. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force and effect as originals thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: _____

By: _____
Donna LaRocco, Board President

LONG ISLAND NEUROPSYCHOLOGICAL CONSULTANTS

Date: 8/2/2023

By: Hanna Davidson
Name:
Title:

SCHEDULE A

2023-2024 SCHOOL YEAR FEES

TO: VALLEY STREAM UFSD #24
75 Horton Avenue
Valley Stream, New York 11581

FROM: LONG ISLAND NEUROPSYCHOLOGICAL CONSULTANTS
45 North Station Plaza, Suite 305 Great Neck, NY 11021
Herman M. Davidovicz, Ph.D., ABPP N.Y. State Lic. # 004955
Stuart Rothman, Ph.D. N.Y. State Lic. # 006089

Re: Fees for Evaluation Services: 2023-2024 School Year

- Comprehensive Neuropsychological Evaluation \$ 3,500.00

(Includes all evaluative services, report preparation,
and consultation with school personnel and/or parents).
- Partial Neuropsychological Evaluation \$ 3,200.00

(In cases where Intelligence Testing and other evaluations
may have been administered by school personnel,
supplemental neuropsychological evaluation will be
completed as above.)
- Psychological Evaluation (Intelligence Testing) \$ 750.00
- CPSE Evaluation (3 years of age) \$ 2,000.00
- Early Intervention Evaluation (< 3 years of age) \$ 950.00

**AGREEMENT
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of AUGUST 1, 2023, by and between the Valley Stream Union Free School District #24 ("District") and Long Island Neuropsychological Consultants ("Contractor").

WHEREAS, the District has entered into a contract or other written agreement, as defined in Part 121 of the Commissioner's Regulations, with Contractor for certain services or products, a copy of which is annexed hereto; and

WHEREAS, Contractor is a third-party contractor as defined in Part 121 of the Commissioner's Regulations, that will receive student data or teacher or principal data from the District pursuant to said contract or other written agreement for purposes of providing services to the District; and

WHEREAS, the parties agree that if any provision of this Agreement conflicts with a provision of said contract or other written agreement, the provision as set forth in this Agreement shall supersede and prevail over said other provision;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, including the above-referenced contract or other written agreement, the Contractor and the District hereby agree as follows:

A. The Contractor shall comply with all District policies and state, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy, including the District's Parents' Bill of Rights and Supplemental Information, annexed hereto and incorporated herein as Attachment "A".

B. The Contractor may receive personally identifiable information from student records ("Education Records") and/or personally identifiable information from annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release pursuant to Education Law § 3012-c and 3012-d (collectively, "PII Data"). The Contractor shall, therefore, comply with the following provisions in order to maintain the security and confidentiality of personally identifiable information:

- (i) adopt technologies, safeguards and practices in alignment with the NIST Cybersecurity Framework;
- (ii) comply with the school district's data security and privacy policy;
- (iii) limit the Contractor's internal access to Education Records to individuals with legitimate educational interests;
- (iv) use PII Data only for the purposes explicitly authorized by this Agreement and not for any other purpose;
- (v) not disclose any personally identifiable information from PII Data to any other party without prior written consent, unless disclosure is required by statute or

court order and written notice is given to the District (notice is not required if it is expressly prohibited by a statute or court order);

- (vi) maintain reasonable safeguards to maintain confidentiality of personally identifiable information in PII Data;
- (vii) use legally mandated encryption technology¹ to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
- (viii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

C. The Contractor represents and warrants that its contract or written agreement with the District includes the Contractor's data security and privacy plan that is acceptable to the District, a copy of which is attached hereto and incorporated herein as Attachment "B". The Contractor's data security and privacy plan shall, at a minimum:

- (i) outline how the Contractor will implement State and federal data security and privacy contract requirements for the life of the contract and is consistent with the school district's data security and privacy policy;
- (ii) specify administrative, operational and technical safeguards the third-party contractor will use to protect personally identifiable information;
- (iii) show that it complies with requirements of §121.3(c) of the Commissioner's Regulations;
- (iv) specify how the third-party contractor's employees and any assignees with access to student data, or teacher or principal data receive or will receive training on relevant confidentiality laws, before receiving access to such data;
- (v) specify if the third-party contractor will use subcontractors and how it will ensure personally identifiable information is protected;
- (vi) specify an action plan for handling any breach or unauthorized disclosure of personally identifiable information and promptly notify the school district of any breach or unauthorized disclosure; and
- (vii) describe whether, how and when data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated.

D. The Contractor must notify the District of any breach of security resulting in an unauthorized release of personally identifiable information from PII Data by the Contractor or the Contractor's officers, employee's, assignees or subcontractors. This notification must be made in the most expedient way possible and without delay. In addition, the Contractor must notify the District of the breach of security in writing. This written notification must be sent by the Contractor in the most expedient way possible and without unreasonable delay, and not later than seven (7) calendar days after discovery of the breach of security resulting in an unauthorized release of personally identifiable information from PII Data, to the designated District representative and either personally delivered or sent by nationally recognized overnight carrier to the District. In the case of an unauthorized release of personally identifiable

¹ Encryption means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.

information from PII Data by the Contractor or the Contractor's officers, employees, assignees or subcontractors, the Contractor must reimburse the District for all the District's costs associated with the District's obligation to notify the State's chief privacy officer, parents, students, teachers and/or principals of the unauthorized release.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

DISTRICT

CONTRACTOR

BY: _____

BY: Harma Davidson

DATE: _____

DATE: 8/2/2023

Parents' Bill of Rights for Data Privacy and Security

The Valley Stream School District 24 is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.
4. A complete list of all student data elements collected by the State Education Department is available for public review at:
<http://www.nysed.gov/data-privacy-security/student-data-inventory>
or by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Dr. Cynthia Seniuk, Assistant Superintendent for Instruction, 50 Hungry Harbor Road, Valley Stream, New York 11581. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or email to privacy@nysed.gov.
6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify the School District within seven (7) days of discovery of the breach or unauthorized disclosure.
7. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
8. Parents may access the State Education Department's Parents' Bill of Rights at:
http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_2.pdf

THIRD PARTY CONTRACTOR SUPPLEMENT

In accordance with its obligations under the District's Parents' Bill Rights and Data Privacy and Security Agreement, the Contractor verifies the following supplemental information to the Parents' Bill of Rights regarding data privacy and security:

(1) The student data or teacher or principal data (collectively, "PII Data") received by the Contractor will be used exclusively for the following purpose(s):

Contractor and its agents, employees and subcontractors, if any, shall use PII Data solely for the purpose of providing services as set forth in the parties' contract or other written agreement. Contractor and its agents, employees and subcontractors will not use PII Data for any other purposes. Any Data received by or by Contractor or any of its agents, employees, subcontractors or assignees shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.

(2) The Contractor will ensure the confidentiality of PII Data that is shared with subcontractors or other persons or entities as follows:

In the event that Contractor subcontracts with an outside entity or individual in order to fulfill its obligations to the District, Contractor ensures that it will only share PII Data with such subcontractors if those subcontractors are contractually bound to observe obligations to maintain data privacy and security consistent with those required of Contractor pursuant to the Agreement. Contractor will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII Data in its custody consistent with the data protection and security requirements of district policy, and state and federal law and regulations by: *(describe methods/procedures to safeguard data use by subcontractors)*.

(3) The duration of Contractor's services begins is set forth in the parties' contract or other written agreement. Once the contractor has completed its service to the district, records containing PII Data received by the Contractor will be disposed of as follows:

All PII Data will be disposed of in accordance with the instructions of the District, and will be: (a) delivered to the District or transitioned to a successor contractor, at the District's option and direction, (b) de-identified and/or (c) deleted from Contractor's computer systems and destroyed. Contractor will provide written confirmation of such disposition to the District, upon written request.

(4) A parent, student, teacher or principal can challenge the accuracy of PII Data received by the Contractor as follows:

In the event that a parent or eligible student wishes to challenge the accuracy of PII Data concerning that student that is maintained by Contractor or its subcontractors, such challenge may be processed through the procedures provided by the applicable educational agency or institution for amendment of education records under the Family Educational Rights and Privacy Act

(FERPA). In the event that Contractor is notified of the outcome of any such errors made by Contractor, it will promptly correct any inaccurate data it or its subcontractors or assignees maintain. The District or the applicable New York education agency/institution will use FERPA's data correction procedures, as applicable, to update any data that is not a result of an error made by Contractor or its subcontractors.

(5) The following is how PII Data will be stored and what security protections will be taken by the Contractor:

All Data in Contractor's possession will be securely stored [REDACTED]. Contractor represents that the following security protections, including encryption where applicable, will be in place to ensure that PII Data is protected. [REDACTED]:

- Password protections
- Administrative procedures
- Encryption while PII is in motion and at rest
- Firewalls

PII DATA IS STORED IN SECURE, LOCKED CABINETS IN THE LOCKED OFFICES

PASSWORDS ARE ONLY SHARED BY PROFESSIONALS AND TWO SUPPORT PERSONNEL AND ARE FREQUENTLY UPDATED

OUR SMALL STAFF ENSURES THAT THERE IS NOT MUCH ACCESS TO PII WHICH IS KEPT IN SECURE LOCKED STORAGE CABINETS OR ENCRYPTED IN COMPUTER FILES.

WE HAVE A HARDWARE FIREWALL ON OUR NETWORK

AND SOFTWARE FIREWALLS ON ALL COMPUTERS IN THE OFFICE.

THIRD-PARTY CONTRACTOR'S DATA SECURITY AND PRIVACY PLAN

In accordance with its obligations under the District's Parents' Bill Rights and Data Privacy and Security Agreement, the Contractor represents and warrants that its data security and privacy plan described below or attached hereto contains the following minimum required provisions (fill in details below or provide a copy of or link to contractor's data security and privacy plan):

- (i) Contractor will implement State and federal data security and privacy contract requirements for the duration of its contract that is consistent with the school district's data security and privacy policy by: *KEEPING DATA IN LOCKED, SECURED FILES. COMPUTER DATA ON ISOLATED SERVERS. PROTOCOLS PERFORMED WITH SECOND PARTY COMPUTER SCORINGS ARE HELD BY THOSE PROVIDERS (E.G. PEARSON ASSESSMENTS).*
- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information: *DATA STORED IN SECURE, LOCKED FILING CABINETS (STORAGE OR IN ENCRYPTED DIGITAL FORMAT WITH PASSWORDS THAT ARE ONLY ACCESSIBLE TO STAFF. WHEN NO LONGER NEEDED IT IS SECURELY SHREDDED OR RETURNED TO SCHOOL DISTRICT*
- (iii) Contractor has complied with requirements of §121.3(c) of the Commissioner's Regulations by providing and complying with the supplemental contractor information attached to its contract or written agreement with the District, or as follows: *PII IS PROTECTED BY HIPAA RULES AND PROCEDURES ARE IN PLACE FOR THE SECURITY OF INFORMATION ON OUR PREMISES IN SECURE, LOCKED PHYSICAL FILES OR PASSWORD PROTECTED DIGITAL FILES.*
- (iv) Contractor's employees and any assignees with access to student data, or teacher or principal data have received or will receive training on relevant confidentiality laws, before receiving access to such data, as follows: *ALL EMPLOYEES RECEIVE TRAINING TO COMPLY WITH ALL CONFIDENTIALITY LAWS AND ARE INSTRUCTED AS TO INFORMATION PROTECTED BY HIPAA AND HOW TO ENSURE ALL DATA IS IN SECURE PHYSICAL FILES OR ENCRYPTED DIGITAL FILES*
- (v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows:
N/A
- (vi) Contractor will implement an action plan for handling any breach or unauthorized disclosure of personally identifiable information and will promptly notify the school district of any breach or unauthorized disclosure as follows: *IN THE EVENT OF A DATA BREACH THE SCHOOL DISTRICT WOULD BE NOTIFIED AS TO WHAT DATA WAS ACCESSED AS SOON AS POSSIBLE AND PROPER MEASURES WOULD BE IMPLEMENTED TO SECURE THE DATA.*
- (vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows: *DATA WOULD BE RETURNED TO THE SCHOOL DISTRICT BY MAIL OR ENCRYPTED EMAIL OR WOULD BE SECURELY SHREDDED*



Mission

The Mission of the Valley Stream School District 24 is to ensure the equitable education of each student without regard to race, gender, gender identity, sexual orientation, socioeconomic status, first language, religion, national origin, age, disability or neurodiversity. We treasure the richness of our diverse community, and value each child's experience and contributions to the learning environment. We are committed to creating a learning environment that challenges each student to achieve at their highest potential and to become a self-sufficient, collaborative, responsible and contributing member of our global society.

Vision

To accomplish this goal, the Board of Education is committed to employ, train and support a staff that acts to achieve mastery and excellence in education. Our nurturing educational environment and the programs contained within, will provide strategies, skills and resources necessary for our children to become self-reliant, educated and socially responsible individuals.

Belief

We believe that all children have a potential to learn. Their progress requires the District to be creative and maximize educational opportunities. We support excellence and innovative learning experiences in partnership with family and community.

IN WITNESS WHEREOF, the parties have set their hands and seals

This 23rd day of August 2023.

BOARD OF EDUCATION

Donna LaRocco, President

Armando Hernandez, Vice President

Melissa Herrera, Trustee

John Maier, Trustee

Cynthia Nuñez, Trustee

Kimberly Wheeler, Trustee

Markus Wilson, Trustee

AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as the "SENDING SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and NORTH MERRICK UNION FREE SCHOOL DISTRICT (hereinafter referred to as "RECEIVING SCHOOL DISTRICT"), as the party of the second part, having its principal place of business for purposes of this Agreement at 1057 Merrick Avenue, North Merrick, New York 11566.

WITNESSETH:

WHEREAS, pursuant to Education Law, SENDING SCHOOL DISTRICT is authorized by law to contract with other public school districts for special education programs and services for students resident in its own district and in need of such services.

WHEREAS, SENDING SCHOOL DISTRICT desires that RECEIVING SCHOOL DISTRICT provide instruction to the students enrolled in the program operated by RECEIVING SCHOOL DISTRICT; and

WHEREAS, RECEIVING SCHOOL DISTRICT warrants that it has reviewed the individualized education program ("IEP") of each pupil to be enrolled in its program, and represents that it will provide the level of services identified in the IEP to meet the needs of such children; and

WHEREAS, RECEIVING SCHOOL DISTRICT is capable of and willing to provide the within services to SENDING SCHOOL DISTRICT.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT**: The term of this Agreement shall be in effect from July 1, 2023 to June 30, 2024, unless terminated early as provided for in this Agreement. It is understood that SENDING SCHOOL DISTRICT in under no obligation to renew this Agreement upon its expiration.
2. **SCOPE OF SERVICES**: During the term of this Agreement, the services to be provided by RECEIVING SCHOOL DISTRICT shall include, but not be limited to the following:
 - a. Instructional Services
 - b. Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
 - c. RECEIVING SCHOOL DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by SENDING SCHOOL DISTRICT in writing.

- d. All services provided by RECEIVING SCHOOL DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by SENDING SCHOOL DISTRICT to RECEIVING SCHOOL DISTRICT upon any modification of a student's IEP.
- e. RECEIVING SCHOOL DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
- f. RECEIVING SCHOOL DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to SENDING SCHOOL DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
- g. RECEIVING SCHOOL DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. RECEIVING SCHOOL DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
- h. Upon the execution of this Agreement, RECEIVING SCHOOL DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of RECEIVING SCHOOL DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, RECEIVING SCHOOL DISTRICT shall immediately notify SENDING SCHOOL DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- i. RECEIVING SCHOOL DISTRICT shall comply will all applicable policies of RECEIVING SCHOOL DISTRICT while providing services pursuant to this Agreement.
- j. RECEIVING SCHOOL DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
- k. RECEIVING SCHOOL DISTRICT will work cooperatively with SENDING SCHOOL DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). RECEIVING SCHOOL DISTRICT shall make relevant personnel available to participate in meetings of SENDING SCHOOL DISTRICT's Committee on Special Education (CSE), where appropriate,

upon reasonable prior notice to RECEIVING SCHOOL DISTRICT of such meetings.

1. RECEIVING SCHOOL DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. SENDING SCHOOL DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by RECEIVING SCHOOL DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
- m. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
- n. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
- o. SENDING SCHOOL DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for RECEIVING SCHOOL DISTRICT to provide services pursuant to this Agreement.
- p. SENDING SCHOOL DISTRICT shall obtain releases or other legal documents necessary for RECEIVING SCHOOL DISTRICT to render full reports concerning the education and progress of the student(s) to SENDING SCHOOL DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
- q. Upon reasonable prior written notice, RECEIVING SCHOOL DISTRICT shall be subject to visitation by SENDING SCHOOL DISTRICT and/or its designated representatives during the normal business hours of RECEIVING SCHOOL DISTRICT.

- r. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, RECEIVING SCHOOL DISTRICT shall promptly give written notice of same to SENDING SCHOOL DISTRICT.

3. **PAYMENT SCHEDULE:**

- a. In full consideration for the services to be rendered by RECEIVING SCHOOL DISTRICT to SENDING SCHOOL DISTRICT for the period of this Agreement, upon presentment of an invoice by RECEIVING SCHOOL DISTRICT, SENDING SCHOOL DISTRICT will pay to RECEIVING SCHOOL DISTRICT for each child the tuition rate set by the State Education Department. If the tuition rates for this school year are not available at the beginning of that school year, SENDING SCHOOL DISTRICT shall, as set by the State Education Department, pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that RECEIVING SCHOOL DISTRICT will be paid in accordance with the rates applicable to that current school year.
- b. SENDING SCHOOL DISTRICT shall be responsible for the payment of the tuition for as long as the student is enrolled in RECEIVING SCHOOL DISTRICT's program.

4. **INVOICE DUE ON MONTHLY BASIS:** RECEIVING SCHOOL DISTRICT will submit an invoice for services rendered on a monthly basis, and payment to RECEIVING SCHOOL DISTRICT shall be made within thirty (30) days from receipt of invoice from RECEIVING SCHOOL DISTRICT. SENDING SCHOOL DISTRICT shall give RECEIVING SCHOOL DISTRICT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SENDING SCHOOL DISTRICT's rights or prevent SENDING SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees of RECEIVING SCHOOL DISTRICT shall be deemed employees of RECEIVING SCHOOL DISTRICT for all purposes and RECEIVING SCHOOL DISTRICT alone shall be responsible for their work, personal conduct, direction, and compensation. RECEIVING SCHOOL DISTRICT acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT is retained by SENDING SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SENDING SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. RECEIVING SCHOOL DISTRICT shall not be considered as having employee status and shall not be entitled to participate in any of SENDING SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, RECEIVING SCHOOL DISTRICT, its officers, its employees and/or agents shall not be considered as having

employee status for the purposes of any other rights, privileges or benefits derived from employment by SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. RECEIVING SCHOOL DISTRICT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. RECEIVING SCHOOL DISTRICT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SENDING SCHOOL DISTRICT and its employees.

6. RESPONSIBILITY FOR PAYMENT OF SERVICES:

- a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. RECEIVING SCHOOL DISTRICT and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.
- b. In the event the performance of RECEIVING SCHOOL DISTRICT's services is rendered impossible or delayed by events beyond the control of parties, including but not limited to: war, social unrest, labor dispute, act of God, public health emergency, epidemic, pandemic, weather conditions, or regulations or restrictions imposed by any government or governmental agency, SENDING SCHOOL DISTRICT shall not be liable for the payment of tuition to RECEIVING SCHOOL DISTRICT. Notwithstanding the foregoing, in the event RECEIVING SCHOOL DISTRICT continues to provide services to SENDING SCHOOL DISTRICT'S students, SENDING SCHOOL DISTRICT will continue to make payment to RECEIVING SCHOOL DISTRICT.

7. SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: SENDING SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to tuition and related service costs. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by SENDING SCHOOL DISTRICT, in accordance with section 175.6 of the Regulations of the Commissioner of Education.

8. COMPLIANCE WITH LAW: RECEIVING SCHOOL DISTRICT understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. RECEIVING SCHOOL DISTRICT shall adhere to all requirements and protocols as established by SENDING SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. RECEIVING SCHOOL DISTRICT further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SENDING SCHOOL DISTRICT. In the event that RECEIVING SCHOOL DISTRICT utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, SENDING SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

9. **REPORTS OF STUDENTS:** RECEIVING SCHOOL DISTRICT shall obtain whatever releases or other legal documents that are necessary in order that RECEIVING SCHOOL DISTRICT may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on RECEIVING SCHOOL DISTRICT. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

10. **REPORTS TO STATE:** RECEIVING SCHOOL DISTRICT hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for SENDING SCHOOL DISTRICT to terminate this Agreement. RECEIVING SCHOOL DISTRICT agrees to provide the State access to all relevant records which the State requires to determine either RECEIVING SCHOOL DISTRICT's or SENDING SCHOOL DISTRICT's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. RECEIVING SCHOOL DISTRICT agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

11. **REPORTS TO SCHOOL DISTRICT:** RECEIVING SCHOOL DISTRICT hereby agrees to furnish written reports of each pupil's progress to SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT will render such reports to SENDING SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SENDING SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. RECEIVING SCHOOL DISTRICT shall provide such additional information concerning the pupil's progress as may be required by SENDING SCHOOL DISTRICT.

12. **COMMISSIONER VISITS:** RECEIVING SCHOOL DISTRICT shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

13. **AUTHORIZATION OF SCHOOL DISTRICT:** RECEIVING SCHOOL DISTRICT shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SENDING SCHOOL DISTRICT.

14. **STUDENT REMOVAL:** SENDING SCHOOL DISTRICT shall have the right to add or remove a child from the program/services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

15. **STUDENT DISCIPLINE:** RECEIVING SCHOOL DISTRICT agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.

16. **STUDENT TRANSPORTATION:** SENDING SCHOOL DISTRICT shall be responsible for providing all students covered by this Agreement with transportation to and from school.

17. **STUDENT PRESCRIPTIONS:** Where applicable, SENDING SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to RECEIVING SCHOOL DISTRICT. SENDING SCHOOL DISTRICT shall forward copies of these prescriptions to RECEIVING SCHOOL DISTRICT upon its written request.

18. **ATTENDANCE RECORDS:** RECEIVING SCHOOL DISTRICT shall maintain monthly attendance records which shall be submitted to SENDING SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

19. **TERMINATION:**

- a. This Agreement may be terminated by either party upon seven (7) days' written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to RECEIVING SCHOOL DISTRICT for services rendered. RECEIVING SCHOOL DISTRICT will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that RECEIVING SCHOOL DISTRICT's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SENDING SCHOOL DISTRICT must be completed by RECEIVING SCHOOL DISTRICT within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SENDING SCHOOL DISTRICT in the event of a material breach by RECEIVING SCHOOL DISTRICT, upon three (3) days' written notice from SENDING SCHOOL DISTRICT to RECEIVING SCHOOL DISTRICT.

20. **HIPAA and FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

21. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, RECEIVING SCHOOL DISTRICT hereby agrees to effectuate the naming of SENDING SCHOOL DISTRICT as an additional insured on RECEIVING SCHOOL DISTRICT's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- b. The policy naming SENDING SCHOOL DISTRICT as an additional insured shall:
 - i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.
 - ii. state that RECEIVING SCHOOL DISTRICT's coverage shall be primary and non-contributory coverage for SENDING SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SENDING SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SENDING SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by RECEIVING SCHOOL DISTRICT that are covered by the liability policies.
- e. At SENDING SCHOOL DISTRICT's request, RECEIVING SCHOOL DISTRICT shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, RECEIVING SCHOOL DISTRICT will provide a copy of the policy endorsements and forms.
- f. RECEIVING SCHOOL DISTRICT agrees to indemnify SENDING SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
 - i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.
 - ii. **Automobile Liability:**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

- iv. **Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of RECEIVING SCHOOL DISTRICT performed under the contract for SENDING SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
 - v. **Umbrella/Excess Insurance:**
\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.
- h. RECEIVING SCHOOL DISTRICT acknowledges that failure to obtain such insurance on behalf of SENDING SCHOOL DISTRICT constitutes a material breach of contract. RECEIVING SCHOOL DISTRICT is to provide SENDING SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SENDING SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SENDING SCHOOL DISTRICT.
- i. SENDING SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). RECEIVING SCHOOL DISTRICT further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SENDING SCHOOL DISTRICT but also NYSIR, as SENDING SCHOOL DISTRICT's insurer.

22. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Valley Stream Union Free School District #24
50 Hungry Harbor Road
Valley Stream, New York 11581
Attn: Director of Pupil Services

North Merrick Union Free School District
1057 Merrick Avenue
North Merrick, New York 11566
Attn: Assistant to the Superintendent for Pupil Personnel Services & Special Education

23. **ASSIGNMENT OF AGREEMENT:** Neither party shall assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.

24. **DISCRIMINATION PROHIBITED:** Neither SENDING SCHOOL DISTRICT nor RECEIVING SCHOOL DISTRICT will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

25. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

26. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

27. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SENDING SCHOOL DISTRICT and RECEIVING SCHOOL DISTRICT, 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 written consent of the parties.

28. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

29. **REPRESENTATIONS AND WARRANTIES:** Both parties represent and warrant: 1) that they have no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that both parties have not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

30. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

31. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective

unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

32. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of both parties hereby represent and warrant that the undersigned is an officer, director, or agent of both parties with full legal rights, power and authority to enter into this Agreement on behalf of both parties and bind both parties with respect to the obligations enforceable against both parties in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

NORTH MERRICK UNION FREE SCHOOL
DISTRICT

Date: _____

By: _____

VALLEY STREAM UNION FREE SCHOOL
DISTRICT #24

Date: _____

By: _____

2023-2024 TRANSPORTATION PROJECTION COSTS WITH 3.5% CPI INCREASE IF BUS COMPANIES RENEW 22-23 CONTRACTS

BUS COMPANY	SCHOOL	# STUDENTS	COST PPPM	VAN COST	CPI 3.5%	MONTHLY COST	YEARLY COST	
Contract Extensions @ 3.5% CPI and NEW BIDS								
CHEESE BUS CO.(NEW BID)	BUCKLEY COUNTRY DAY SCHOOL	3	\$5,000 ppm + \$450 add'l student			\$5,000.00 + \$900.00 = \$5,900.00	\$59,000.00	
Emergency Bid	Old Mill Road School	1	\$8,000 ppm emergency bid			\$8,000 + \$2,000 = \$10,000	\$10,000.00	1 month bid
		GR. MATRON	\$2,000.00					
1st STUDENT	HANC	2	\$1,189.17 + \$41.62 = \$1,230.79 x 2 = \$2,461.58		\$41.62	\$2,461.58	\$24,615.80	
	CHILDREN'S LEARNING CENTER - UCP	1	\$2,531.92 + \$88.62 = \$2,620.54		\$88.62	\$2,620.54 + \$3,065.62 = \$5,686.16	\$56,861.60	
		GR. MATRON	\$2,961.94 + 103.68 = \$3,065.62		\$103.68			
	ST. AGNES	1	\$3,796.77 + \$132.89 = \$3,929.66		\$132.89	\$3,929.66	\$39,296.60	
	VARIETY CHILDREN'S CENTER	2	\$1,699.28 + \$59.47 = \$1,758.75 x 2 = \$3,517.50		\$59.47	\$3,517.50 + \$2,441.13 = \$5,958.63	\$59,686.30	
		GR. MATRON	\$2,358.58 + \$82.55 = \$2,441.13		\$82.55			
	HAGEDORN LITTLE VILLAGE	2	\$2,178.56 1st stud. + \$76.25 = \$2,254.81 /\$576.94 add'l stud. + \$20.19 = \$597.13 = \$2,851.94		\$76.25/ \$20.19	\$2,851.94 + \$2,926.01 = \$5,777.95	\$57,779.50	
		GR. MATRON	\$2,827.06 + \$98.95 = \$2,926.01		\$98.95			

2023-2024 TRANSPORTATION PROJECTION COSTS WITH 3.5% CPI INCREASE IF BUS COMPANIES RENEW 22-23 CONTRACTS

BUS COMPANY	SCHOOL	# STUDENTS	COST PPPM	VAN COST	CPI 3.5%	MONTHLY COST	YEARLY COST	
	BE'ER HAGOLAH	0	\$2,175.39 + \$76.14= \$2,251.53		\$76.14	\$2,251.53	\$1.00	
	BETH RIVKA/UNITED LUBAVITCHER YESHIVA	5	\$7,404.86 VAN COST + \$259.17 = \$7,664.03		\$259.17	\$7,664.03	\$76,640.30	
	CRESCENT	0	\$1,727.80 + \$60.47= \$1,788.27		\$60.47	\$1,788.27	\$1.00	
	MARTIN DE PORRES	1	\$1,097.02 + \$38.39 = \$1,135.41		\$38.39	\$1,135.41 + \$3,292.70 = \$4,428.11	\$44,281.10	
	GR. MATRON		\$3,181.35 + \$111.35 = \$3,292.70		\$111.35			
	VERNON-OYSTER BAY	0	\$2,999.89 + \$104.96 = \$3,104.85		\$104.96	\$3,104.85 + \$1,694.20 = \$4,799.05	\$1.00	
	GR. MATRON		\$1,636.91 + \$57.29 = \$1,694.20		\$57.29			
	LI HEBREW ACADEMY	0	\$1,139.22 + \$39.87 = \$1,179.09		\$39.87	\$1,179.09	\$1.00	
	OUR LADY OF LOURDES	3	\$1,954.86 + \$68.42 = \$2,023.28 x 3 = \$6,069.84		\$68.42	\$6,069.84	\$60,698.40	

2023-2024 TRANSPORTATION PROJECTION COSTS WITH 3.5% CPI INCREASE IF BUS COMPANIES RENEW 22-23 CONTRACTS

BUS COMPANY	SCHOOL	# STUDENTS	COST PPPM	VAN COST	CPI 3.5%	MONTHLY COST	YEARLY COST	
	KELLENBERG-LATIN SCHOOL	1	\$1,954.86 + \$68.42 = \$2,023.28		\$68.42	\$2,023.28	\$20,232.80	
	HAROL D. FAYETTE SCHOOL	2	\$1,188.43 + \$41.59 = \$1,230.02 x 2 = \$2,460.04		\$41.59	\$2,460.04 + \$3,065.61 = \$5,525.65	\$55,256.50	
		GR. MATRON	\$2,961.94 + \$103.67 = \$3,065.61		\$103.67			
INDEPENDENT	BRANDEIS	1	\$499.46 + \$17.48 = \$516.94		\$17.48	\$516.94	\$5,169.40	
	HAFTR	2	\$789.79 + \$27.64 = \$817.43 x 2 = \$1,634.86		\$27.64	\$1,634.86	\$16,348.60	
	OUR LADY OF PEACE	0	\$663.32 + \$23.22 = \$686.54		\$23.22	\$686.54	\$1.00	
	ST. RAYMOND	0	\$778.65 + \$27.25 = \$805.90		\$27.25	\$805.90	\$1.00	
	3 HR. DISTRICT VAN	0	\$4,727.59 + \$165.46 = \$4,893.05		\$165.46	\$4,893.05 + \$2,418.03 = \$7,311.08	\$1.00	
		GR. MATRON	\$2,336.26 + \$81.77 = \$2,418.03		\$81.77			

2023-2024 TRANSPORTATION PROJECTION COSTS WITH 3.5% CPI INCREASE IF BUS COMPANIES RENEW 22-23 CONTRACTS

BUS COMPANY	SCHOOL	# STUDENTS	COST PPPM	VAN COST	CPI 3.5%	MONTHLY COST	YEARLY COST	
	HAMZA	7	$\$877.57 + \$30.71 =$ $\$908.28 \times 7 =$ \$6,357.96		\$30.72	\$6,357.96	\$63,579.60	
	HALB	0	$\$1,316.42 + \46.07 $= \$1,362.49$		\$46.07	\$1,362.49	\$1.00	
	LAWRENCE/WOODMERE ACADEMY	0	$\$1,535.82 + \53.75 $= \$1,589.57$		\$53.75	\$1,535.82	\$1.00	
	SACRED HEART	0	$\$2,139.18 + \74.87 $= \$2,214.05$		\$74.87	\$2,214.05	\$1.00	
	WELLSPRING	0	$\$1,535.82 + \53.75 $= \$1,589.57$		\$53.75	\$1,589.57	\$1.00	
	LINDEN SDA	0	$\$1,755.22 + \61.43 $= \$1,816.65$		\$61.43	\$1,816.65	\$1.00	
	YESHIVA OF CENTRAL QUEENS	1	$\$3,071.64 +$ $\$107.51 =$ \$3,179.15		\$107.51	\$3,179.15	\$31,791.50	
	PROGRESSIVE SCHOOL	0	$\$4,252.00 +$ $\$148.82 =$ $\$4,400.82$ 1st pupil/ $\$2,657.50 + \93.01 $= \$2,750.51$ add'l pupil		\$148.82 /\$93.01	\$7,151.33	\$1.00	

2023-2024 TRANSPORTATION PROJECTION COSTS WITH 3.5% CPI INCREASE IF BUS COMPANIES RENEW 22-23 CONTRACTS

BUS COMPANY	SCHOOL	# STUDENTS	COST PPPM	VAN COST	CPI 3.5%	MONTHLY COST	YEARLY COST	
	ACADEMY CHARTER SCHOOL	1	\$1,807.10 + \$63.25 = \$1,870.35		\$63.25	\$1,870.35	\$18,703.50	
	FREEPORT CHRISTIAN SCHOOL	0	\$104.83 = \$3,099.83 initial pupil / \$650.00 + \$22.75 = \$672.75 add'l st.		\$104.83 / \$22.75		\$1.00	
	GRACE LUTHERAN	1	\$2,500.00 + \$87.50 = \$2,587.50 initial student / \$890.00 + \$31.15 = \$921.15 add'l st.			\$2,587.50	\$25,875.00	
	EVERGREEN CHARTER	0	\$3,900.00 + \$136.50 = \$4,036.50			\$4,036.50	\$1.00	
	MARTIN AVENUE SCHOOL	0	\$4,000 + \$140 = \$4,140.00 initial pupil / \$400 + \$14.00 = \$414.00 add'l		\$140.00 / \$14.00	\$4,554.00	\$1.00	
		GR. MATRON	\$3,200 + \$112 = \$3,312.00		\$112.00			
	JOHN H. WEST SCHOOL	0	\$4,000 + \$140 = \$4,140 1st st. / \$1,000 + \$35 = \$1,035 add'l			\$5,175.00	\$1.00	
		GR. MATRON	\$3,200 + \$112 = \$3,312.00					

2023-2024 TRANSPORTATION PROJECTION COSTS WITH 3.5% CPI INCREASE IF BUS COMPANIES RENEW 22-23 CONTRACTS

BUS COMPANY	SCHOOL	# STUDENTS	COST PPPM	VAN COST	CPI 3.5%	MONTHLY COST	YEARLY COST
	CHERRY LANE ELEMENTARY	1	\$4,000 + \$140 = \$4,140.00		\$140.00	\$4,140.00 + \$3,312.00 = \$7,452.00	\$74,520.00
		GR. MATRON	\$3,200 + \$112 = \$3,312.00		\$112.00		
	RUSHMORE AVENUE SCHOOL	2	\$4,000 + \$140 = \$4,140.00 x 2 = \$8,280.00		\$140.00	\$8,280.00 + \$3,312.00 = \$11,592.00	\$115,920.00
		GR. MATRON	\$3,200 + \$112 = \$3,312.00		\$112.00		
New Bid	HENRY VISCARDI	1	\$2,000 pppm			\$2,000.00 + \$3,000.00 = \$5,000.00	\$50,000.00
		GR. MATRON	\$3,000				
New Bid	MILL NECK MANOR SCHOOL FOR THE DEAF	1	\$3,790 pppm			\$3,790 + \$3,400 = \$7,190.00	\$71,900.00
		GR. MATRON	\$3,400				
New Bid	ROOSEVELT CHILDREN'S ACADEMY	1	\$4,700 pppm			\$4,700.00	\$47,000.00
New Bid	WAVERLY PARK SCHOOL	2	\$5,000 pppm + \$1,900 add'l st = \$6,900.00			\$6,900.00 + \$3,000.00 = \$9,900.00	\$99,000.00
		GR. MATRON	\$3,000.00				
Parent Contract	CHILDREN'S READINESS CTR	1				42.1 MILES X \$.655 PER DAY = \$27.58 x 180 days	\$4,964.40
			ANTICIPATED YEARLY COST				\$1,742,545.60

2023-2024 TRANSPORTATION PROJECTION COSTS WITH 3.5% CPI INCREASE IF BUS COMPANIES RENEW 22-23 CONTRACTS

BUS COMPANY	SCHOOL	# STUDENTS	COST PPPM	VAN COST		MONTHLY COST	YEARLY COST	
BOCES	CARMEN ROAD	4	\$1,403.00 x 4 = \$5,612.00			\$5,612.00 + \$6,016.20 = \$11,628.20	\$116,282.00	
		GR. MATRON	\$3,008.10					
		NURSE	N/A					
		1:1 Matron	\$3,008.10					
	JERUSALEM AVE	6	\$683.20 x 6 = \$4,099.20			\$4,099.20 + \$6,016.20 = \$10,115.40	\$101,154.00	
		GR. MATRON	\$3,008.10					
		1:1 Matron	\$3,008.10				\$84,970.00	
	CHILDREN'S READINESS	8	\$683.20 x 8 = \$5,465.60			\$5,465.60 + \$3,008.10 = \$8,473.70	\$84,737.00	
		GR. MATRON	\$3,008.10					
	ENDO BLVD LOCATION	1	\$683.20 + \$3,008.10 Matron Cost			\$683.20 + \$3,008.10 = \$3,691.30	\$36,913.00	
		GR. MATRON	\$3,008.10					
	STOKES ELEMENTARY	1	\$683.20			\$683.20 + \$3,008.10 = \$3,691.30	\$36,913.00	
		GR. MATRON	\$3,008.10					
	FRED SPARKE'S ELEMENTARY	0	\$683.20				\$0.00	
		GR. MATRON	\$3,008.10					

2023-2024 TRANSPORTATION PROJECTION COSTS WITH 3.5% CPI INCREASE IF BUS COMPANIES RENEW 22-23 CONTRACTS

BUS COMPANY	SCHOOL	# STUDENTS	COST PPPM	VAN COST		MONTHLY COST	YEARLY COST		
	ROBERT WILLIAMS SCHOOL	0	\$683.20				\$0.00		
			\$3,008.10						
	WILLET AVE SCHOOL	2	\$683.20 x 2 = \$1,366.40			\$1,366.40 + \$3008.10 = \$4,374.50	\$43,745.00		
	GR. MATRON		\$3,008.10						
			BOCES ANTICIPATED YEARLY COST:					\$504,714.00	
						\$1,719,506.80			
						\$504,714.00			
					COMPLETE TOTAL:	2,224,220.80			

**VALLEY STREAM
UNION FREE SCHOOL DISTRICT #24**

and

**UNITED PUBLIC SERVICE
EMPLOYEES UNION**



July 1, 2022-June 30, 2026

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act, Article 14 of the Civil Service Law, and to encourage an effective and harmonious working relationship between the Valley Stream U.F.S.D. #24 and the United Public Service Employees Union, the parties have entered into this collective negotiations agreement:

ARTICLE I RECOGNITION

The District recognizes the Union as the exclusive representative for all of its full and part-time employees in the titles of teacher aide, library aide, and school monitor ("employees") who are regularly scheduled to work on a daily schedule during the school year exclusive of all temporary, seasonal, call-in or substitute employees in these above titled, as well as those who serve in a managerial/confidential and/or supervisory capacity, and all other employees, for purposes of collectively negotiating and administering all grievances arising under the terms of this Agreement, as well as for the purpose of entering into written agreements in determining employee terms and conditions of employment.

This recognition is granted pursuant to a PERB certification order. It also records the Union's affirmation that it will abide by Civil Service Section 210 and the Laws of the State of New York in general.

This recognition shall extend for the maximum period permitted by the provisions of the Public Employees' Fair Employment Act.

ARTICLE II DUES DEDUCTIONS

The District agrees to deduct Union dues from the salaries of unit members who have given to the District's Business Office written authorization for those deductions, and shall transmit those monies to the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, NY, 11779. The Union shall provide to the District a certification in writing of the rate of its membership dues for the ensuing year. Dues shall be deducted each month during the school year.

In the event agency fee union deduction becomes permissible by State and/or Federal law, the parties agree that the District will deduct the designated agency fee amount as certified in writing by UPSEU. The parties further agree that such agency fee deduction shall be remitted to UPSEU.

ARTICLE III PRINCIPLES

A. Responsibility:

The Union acknowledges that the Superintendent of Schools is the Chief Executive Officer of the District and that the Board of Education is solely responsible for the direction and control of the management policies and of the work force of the District, subject to the obligations of this Agreement.

B. Individual Freedom:

Employees may join or refrain from joining any union and/or organization of their choosing. Membership in the Union shall not be a prerequisite for employment or continuation of employment of any employee. The Union shall not interfere with the rights of those who choose not to join.

C. Management Rights:

Except as expressly limited by a specific provision of this Agreement, the District reserves the right to determine the standards, levels, duration, quantity and quality of the services it will provide; to determine the location and relocation of its facilities or parts thereof; to maintain the efficiency of its operations; to effect technological changes; to set the standards of selection for employment; to determine and regulate work schedules; to determine work locations and work requirements and the procedures relating thereto; to take and implement disciplinary action; to create positions and the procedures relating thereto; to abolish positions; to hire, evaluate, reassign, transfer, promote and demote its employees and the procedures relating thereto; to establish and implement reasonable attendance and leave policies and other work rules and the procedures relating thereto; to determine the type and scope of work to be performed, and by whom, when and how it will be performed; to require overtime work and by whom, when and how it will be performed, subject to Article VI(J); and to take all necessary actions to carry out its mission in emergencies.

ARTICLE IV AREAS FOR DISCUSSION AND AGREEMENT

The parties acknowledge that the District must operate the schools within its jurisdiction in accordance with all statutory provisions of the State and rules and regulations that are promulgated by the Commissioner of Education. The parties agree that the District, Board of Education and Superintendent of Schools cannot reduce, negotiate or delegate their legal responsibilities.

**ARTICLE V
NEGOTIATION PROCEDURES**

A. Requests and Meetings:

Negotiations for a new contract, following the expiration hereof, shall commence on or before March 15 of the year in which the Agreement expires. At this meeting, written comprehensive proposals of items to be discussed during future negotiating sessions shall be presented and explained by each party. The second meeting and all subsequent meetings shall be called at times mutually agreed upon by the parties.

B. Conducting Negotiations:

Meetings shall not exceed three hours, unless otherwise agreed. Meetings shall be held at times other than during the regular school hours.

**ARTICLE VI
WORKING CONDITIONS**

A. Salary:

1. All employees who have ten (10) or more cumulative completed years of active (i.e., paid) service with the District as of September 1st in any school year shall be paid an additional \$0.75 per hour. All employees with ten (10) or more cumulative years of active (i.e., paid) service with the District as of September 1st in any school year will be paid an additional \$300 in the first payroll period following that September 1st. See Appendix "A." Time spent on a medical leave of absence of less than one (1) year shall be considered "active service" for the purposes of this provision.

2. All employees with fifteen (15) or more years of active (i.e., paid) service with the District as of September 1st in any school year will receive an additional \$300.00 off-schedule payment in the first payroll period following that September 1st.

3. Salary shall be payable in semi-monthly installments on the 15th and the last working day of each month. Ten (10) month employees shall have the option of receiving their annual salary in twenty (20) semi-monthly installments, the first nineteen (19) installments to be 1/24th of the annual salary and the last installment in June to be in the amount of the then unpaid balance of the salary.

4. Pay deduction for unauthorized leave of absence from work in excess of the allowable days shall be at a rate of 1/200th of the annual salary for each day of absence for a full-time employee.

5. All aides who have six (6) months or more of service in the District and who regularly perform security work at the District's direction will be reimbursed not more than \$75.00 for the annual recertification fee, as well as not more than \$400.00 for the initial and then bi-annual license renewal fee. Employees will be required to submit receipt(s) and other proof acceptable to the District within three (3) months of the date of taking the course as a condition of reimbursement.

B. Holidays:

Full-time employees shall be paid their regular day's pay if they are scheduled to work and school is closed on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Veteran's Day and Thanksgiving Day and Juneteenth.

Part-time employees shall be paid their regular days' pay if scheduled to work and school is closed on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Veteran's Day, Thanksgiving Day and Juneteenth.

C. Retirement Plans:

Employees employed on or after July 1, 1976, will be offered membership in the N.Y. State Employees Retirement System under the fifty-five (55) year contributory plan.

D. Deductions:

1. Wage deductions shall be made at the written request of the employee until terminated in writing, with payments made to the following provided that, before deductions are made on behalf of a particular employee pursuant to Paragraphs b, d, e, f and g, he/she shall first agree in writing to indemnify and save the District harmless against any and all claims and/or liabilities, including attorneys' fees, that may arise out of or by reason of action taken or not taken by the District for the purpose of complying with that paragraph(s):

- a. dues to the United Public Service Employees Union;
- b. investment in an approved tax sheltered annuity previously approved by the Board of Education;
- c. contributions to the N.Y. State Employees' Retirement System for those employees hired after July 1, 1976;
- d. payments to a teachers' credit union;
- e. repayment of loans to the N.Y State Employees' Retirement System;
- f. payroll deduction for voluntary benefits offered by UPSEU;
- g. voluntary payments to the District's health insurance plan(s).

2. The Union agrees to indemnify and save the District harmless against any and all claims and/or liabilities, including attorneys' fees, which may arise out of or by reason of action taken or not taken by the District for the purpose of complying with Paragraph "a," above.

E. Course Work:

The District will pay for the cost of any courses studied and completed with a C or higher grade, provided the employee takes the course at the written request of the District or if the request is initiated by the employee and approved, in writing, by the Superintendent of Schools.

F. School Closings and Delayed Openings:

In the event that school is closed on an employee's scheduled work day, each employee will be paid for the number of hours, if any, he/she was scheduled to work on that day. In addition, in the event that the District delays the opening of school or closes school early, each employee will be paid for the number of hours, if any, he/she was scheduled to work on that day but was unable to work because of the delayed opening/early closing.

G. Medical Insurance:

Employees will be given the option, at their sole expense, of obtaining health insurance through the District's health insurance plan(s) to the extent permitted by law and the District's insurance provider(s).

H. Damage to Personal Property:

Employees shall be eligible for reimbursement for damage to their personal property pursuant to Board policy.

I. Working Hours:

The schedule of working hours shall be set by the District. The normal work week for full-time employees is thirty-five (35) hours per week inclusive of the lunch period.

J. Overtime:

Overtime shall be paid at straight time unless otherwise required by law. Prior to mandating that a unit member work overtime, the District shall first seek qualified (i.e., having the skills, training and qualifications to perform the work) volunteers within the same job title and building. In the event that there are no such qualified volunteers, the District shall assign the least senior qualified employee within the job title and building to perform the work.

K. Paid Leave:

1. Sick/Personal Leave

All full-time employees shall be entitled to seven (7) sick/personal days per school year. Sick/Personal days may be used for any of the following reasons: illness of self or immediate family member; closing title on own house; moving to a new residence (one day); court attendance; special religious ceremony (e.g., confirmation, circumcision of own child); religious holy days; graduation of self or member of immediate family; attending own child's school performance or required college admission interview; attendance at funeral of member of family or close friend; adoption of a child; other urgent and personal business that cannot be transacted outside normal school hours; own wedding and wedding of a member of immediate family. Prior notice of these absences shall be given to the Building Principal. If the absence is due to illness of self or an employee's immediate family member, the employee must call the Building Principal as soon as possible prior to the start of the work day, except in the case of emergency. Other absences for

personal business shall require the approval of the Superintendent of Schools, except in the case of an emergency, which may on its merits be approved after the fact. Absences may not be primarily used to extend weekends, vacations or other leaves. "Immediate family" shall mean spouse, child, father, mother, brother or sister, grandparent, grandchild or other permanent member of the employee's household.

2. Sick Leave

- a. Each full-time employee shall be credited, in addition to his/her sick/personal days, with two (2) sick leave days. Each full-time employee with ten (10) cumulative completed years of actual service shall be credited with an additional two (2) sick leave days. Sick leave days and sick/personal days may be accrued up to a total of sixty (60) at any one time but shall be for use only and not be paid upon separation from employment. Any use in excess of five (5) consecutive school days must be supported by a physician's note demonstrating the employee has a serious medical condition as defined under the Family Medical Leave Act. This requirement is in addition to the physician statement requirement in Article VI(K)(3).
- b. Each part-time employee shall be credited with five (5) sick leave days. Each part-time employee with ten (10) cumulative completed years of actual service shall be credited with an additional two (2) sick leave days. Sick leave days may be accrued up to a total of fifteen (15) at any one time but shall not be paid upon separation from employment.
- c. Sick leave is defined as absence from work due to a personal illness or injury. The District may require the employee to substantiate the need for the absence through a physician's certificate, in a form and content acceptable to the District.
- d. All full-time employees shall annually receive, in writing, a statement of their accumulated sick/personal and sick leave time.

3. Physician's Certificates

Any absence in excess of three (3) consecutive days for personal or family illness shall be substantiated by a physician's certificate satisfactory to the District. The District may also require a physician's statement if it has reason to believe that an employee is abusing his/her leave privileges by, for example, exhibiting a pattern of absences on the first or last days of the employee's regularly scheduled workweek or the days immediately before or after a holiday or vacation period.

4. Workers' Compensation

- a. The District will add to an employee's accumulated sick/personal days and/or sick leave days, as appropriate, one (1) day for each day of absence charged to that leave resulting from injuries incurred in the line of duty and covered by Workers' Compensation. The days added to accumulated leave may be used only for future illness after depletion of accumulated leave.

- b. Should Workers' Compensation benefits be paid to an employee for any day or days for which the employee received salary from the District, an amount equal to that payment shall be paid by the employee to the District.

5. Bereavement Leave

In the case of a death in the employee's immediate family (mother, father, spouse, child, brother, sister, grandparent/child or long-term household member), four (4) days' paid leave shall be granted on either the same work day of or on the work day immediately following notification to the employee of the death. The employee shall notify the District of the need for the leave as soon as is practicable following notification. The District may require substantiation of the need for the leave. In extenuating circumstances, the District may permit a change of the day on which the leave may be taken.

6. Jury Duty

Absence for jury duty for full-time employees will be granted with full pay. Reimbursement received for jury service is payable to the District. Jury duty absence is not to be deducted from leave time. Employees shall request that they be placed "on call" where available.

L. Unpaid Leave:

There shall be no unpaid time off from work, other than for personal illness/injury of an employee who has exhausted his/her available sick/personal and sick leave days, or where the prior written approval of the Superintendent of Schools has been obtained.

M. Seniority, Transfers, Vacancies:

1. Assuming that job skills, training and qualifications are equal, seniority shall be used for layoff and recall within the full-time and part-time job classifications, respectively, except that layoff and recall of full-time or part-time food service aides shall be within those specific job titles. Seniority date shall be determined by original first day worked as a permanent employee. Time spent on an unpaid leave of absence or on lay-off status shall not count toward an employee's seniority.

2. When an employee who separates from employment, other than by reason of layoff of less than two years or a medical leave of absence of less than one (1) year, is rehired, the seniority date shall be the new first day worked. In the case of an employee who separates from employment due to layoff of less than two years or a medical leave of absence of less than one (1) year, the time spent on layoff or the leave shall not count towards the employee's preexisting seniority.

3. Length of service in the District shall be one of the factors considered in determining transfers.

4. All bargaining unit vacancies shall be posted in each building.

N. Evaluations:

All employees shall be evaluated by the District at least two (2) times during the school year pursuant to procedures to be created by the District.

**ARTICLE VII
GRIEVANCE PROCEDURE**

DECLARATION OF PRINCIPLES

The purpose of this grievance procedure is to provide a means for the review and resolution of certain differences not otherwise reviewable by law or excluded from the definition in this Agreement.

A. Definitions:

1. "*Immediate Supervisor*" shall mean the Building Principal to whom the Aide or Monitor is directly responsible.

2. "*Grievance*" shall mean a claim of a violation, misinterpretation or inequitable application of a specific provision of this Agreement and shall specifically exclude any other matter such as, but not limited to, employee discipline, matters involving New York State retirement benefits, matters otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law.

B. Basic Principles:

1. An employee shall have the right to be represented at any stage of this procedure by an employee or Union official, or at most, two (2) employees or Union officials, of his/her choice. When an employee is not represented by the Union, the Union shall have the right to be present and receive copies of written decisions.

2. Necessary hearings shall be called by the Building Principal or his/her designee.

3. Each party to a grievance shall have access, within five (5) working days following receipt of a written request, to all non-confidential written statements and records pertaining to the grievance, as permitted by law.

4. All hearings shall be closed to the public.

5. In the event that a decision is not communicated within the specified time limits, the aggrieved party may proceed to the next procedural stage unless the time to render a decision has been extended by consent.

C. Procedures:

1. Local Stage

- a. The Union or the aggrieved employee, either in person or through a representative shall, within twenty (20) working days of when the employee knew or should have known about the matter complained of, submit a written grievance to the Principal or designee on the form attached as Appendix B. All information must be fully completed on the form at the time of submission or the grievance will not be further processed. Failure of the employee and/or the Union to comply with this procedure and/or to file the grievance within the contractually prescribed time line shall result in the dismissal of the grievance, unless the District and the Union agree to extend the time periods.
- b. The Building Principal or designee shall render a written determination on the grievance within ten (10) working days and communicate same to the grievant and Union.
- c. If the grievance is not resolved at this stage, the employee and/or the Union may proceed to the next stage.

2. District Stage

- a. Within fifteen (15) calendar days after a determination has been made at Stage 1, the employee and/or the Union may make a written request to the Superintendent of Schools or designee for review and determination of the Stage 1 decision. Failure of the employee and/or the Union to comply with and appeal within the contractually prescribed time line shall result in the dismissal of the grievance, unless the District and the Union agree to extend the time period.
- b. The Superintendent of Schools or designee shall request the employee and/or Union to submit written statements to him/her within five working days of the date of the request, setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- c. The Superintendent of Schools or designee may, in his/her discretion, direct that the employee and Union attend an informal hearing where they shall, with or without representatives at their discretion, appear and present oral and written statements supplementing their positions in the case. The grievant may also request that the Superintendent of Schools or designee exercise his/her discretion to hold such a hearing. The hearing shall be held within ten (10) working days of receipt of the written statements pursuant to Paragraph 2(b).

- d. The Superintendent of Schools or designee shall render his/her written determination within ten (10) working days after the written statements pursuant to Paragraph 2(b) have been presented to him/her, or the informal hearing held pursuant to Paragraph 2(c), whichever is later.
- e. If the grievance is not resolved at this stage, the Union may proceed to the next Stage.

3. Advisory Arbitration

- a. The demand for advisory arbitration shall be in writing and served upon the Superintendent of Schools within fifteen (15) working days of receipt of the decision at Stage 2. Failure of the Union to comply with and appeal within the contractually prescribed time line shall result in the dismissal of the grievance, unless the District and the Union agree to extend the time period.
- b. If the parties are unable to agree upon an arbitrator within five (5) working days, then an arbitrator shall be chosen in alphabetical order from the following panel: Stephen Bluth, Arthur Riegel, Jay Siegel. Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.
- c. The arbitrator will hear the matter and will submit his/her advisory, non-binding recommendations to the Superintendent of Schools not later than thirty (30) calendar days from the date of the close of the hearing. The arbitrator's recommendations will be in writing and set forth his/her findings of fact and recommendations on the issue(s) and shall be sent to the District and the Union. The arbitrator shall have no authority to modify, alter, add to or subtract from any of the terms of this Agreement and shall be bound by its express terms.
- d. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Union.

4. Board Stage

- a. In the event that the advisory recommendations of the arbitrator are not satisfactory, either the Superintendent of Schools or the Union may submit the grievance in writing to the Board of Education and the other party within fifteen (15) calendar days after the receipt of the arbitrator's recommendations. Failure to appeal within the contractually prescribed timelines shall result in the dismissal of the appeal. The appealing party shall include the written record of the previous stages.
- b. The Board of Education shall meet with the parties in executive session within thirty (30) calendar days of the submission of the grievance to it. The Superintendent of Schools and the Union and/or their representatives shall

be invited to be present. The Board shall render its decision in writing to the parties within thirty (30) calendar days of the close of the hearing. The written record, if any, of the hearing before the Board shall be made available to the parties prior to the issuance of the Board's decision.

5. Disability and Delay

If an employee is so ill or incapacitated as to make it impractical to avail himself/herself of this procedure during any period of time in which an employee is required to act in accordance with this procedure, the time within which to act shall be deemed extended by no more than ninety (90) calendar days.

**ARTICLE VIII
DISCIPLINE**

An employee who has been subjected to formal disciplinary action may request a meeting with the Superintendent of Schools or designee, to be held within ten (10) working days of the request, to discuss the reason(s) for that action and request reconsideration. The Superintendent of Schools' or designee's decision shall be final and non-grievable.

**ARTICLE IX
WORK STOPPAGE**

Differences should be resolved by peaceful and lawful means without interruption to the School program. Strikes and work stoppages by any employees or the Union are unlawful and contrary to law.

The Union therefore agrees that there shall be no strikes, work stoppages or concerted refusals to perform assigned duties by any employee.

**ARTICLE X
LEGAL LIMITATIONS**

Should any provisions of this Agreement be found contrary to any Federal or State Law, or any local superseding ordinance or statute, then the illegal provision shall be considered void and, if possible, be rewritten to conform to the law, but the balance of this Agreement shall remain in full force and effect.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XI
MISCELLANEOUS**

A. Union Notices:

Only the UPSEU, with the prior approval of the Superintendent of Schools, shall have the right to display Union-related notices on one (1) bulletin board in a non- work area in each school.

B. Totality of Agreement:

The District and the Union recognize that the Board of Education is the legislative body, and the Superintendent of Schools is the executive entity, legally responsible for determining policies covering all aspects of the District including terms and conditions of employment which are not expressed in this Agreement. The District shall, where possible, provide notice to and discuss with the Union, prior to implementation, any changes in terms and conditions of employment which are not covered by this Agreement and may affect unit members. The parties agree that all negotiable items have been discussed during the negotiations of this Agreement and, therefore, negotiations shall not be reopened on any item, whether contained herein or not, during the life of this Agreement.

**ARTICLE XII
DURATION**

This Agreement shall be effective July 1, 2022 through and including June 30, 2026.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25TH day of July, 2023.

**FOR VALLEY STREAM
U.F.S.D. #24**

**FOR UNITED PUBLIC SERVICE
EMPLOYEES UNION**



Kevin E. Rangan
P. M.S.

