

# MINUTES

## BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

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BUSINESS MEETING  
June 7, 2023

WILLIAM L. BUCK SCHOOL

6:45 PM It is anticipated that the Board of Education will immediately consider a motion to enter executive session for purposes of discussing a personnel matter and contract matters and reconvene the public portion of the Business Meeting at 7:30 PM.

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**Members Present:** President Maier, Vice-President LaRocco, Trustees Herrera, Nunez, Wheeler, Hernandez, and Wilson.

**Others Present:** Superintendent Dr. Sturz, Dr. Jack Mitchell, School District Attorney

**Absent With Prior Notice:** N/A

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### I. CALL TO ORDER

Having a quorum, the Business Meeting was called to order at 6:45 pm by President Maier at the William L. Buck School. A motion to enter Executive Session at 6:45 p.m. was made by Trustee Hernandez and seconded by Vice President LaRocco to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Executive Session concluded at 7:26 pm by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

The Business Meeting was reconvened at 7:30 PM, at the William L. Buck School, by President Maier.

## **II. SALUTE TO THE FLAG**

**III. MINUTES:** May 23, 2023 and May 24, 2023. Motion to move the minutes was made by Trustee Hernandez and seconded by Vice President LaRocco. Motion unanimously carried.

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

**V. CORRESPONDENCE REPORT – LOURDES ONESTO, DISTRICT CLERK**  
– Nothing to report.

**VI. SUPERINTENDENT REPORT – DR. STURZ** – Upcoming elementary school graduations will be held at Memorial High School, from Monday June 12, 2023, to Wednesday June 14, 2023, under the big tent. June 23, 2023 is the last day of school.

### **PRESENTATION:**

RECOGNITION OF PRESIDENTIAL AWARD WINNERS

RECOGNITION OF RETIREES

## **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: President Maier, Trustee Herrera, and Trustee Hernandez.

Trustee Herrera announced that the Central High School District will continue its summer bridge program, that helps incoming 7<sup>th</sup> graders transition into the high school system with a two-week program centered on team building, communication skills, project-based learning, and orientation activities. It's a great 0-cost opportunity, and all those who are interested should fill out the online forms found on the Valley Stream Central High School webpage. In conjunction, the Central High School District will also be offering its summer conditioning program, which can also be found on the Valley Stream Central High School webpage.

#### **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 Hernandez – Nothing to report.**

**VIII. LIST OF ITEMS FOR ACTION:**

**A. EDUCATION – Trustee Herrera -** Motion made by Trustee Herrera to move items 1 and 2 and seconded by Trustee Wilson. 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 05/12/2023, 05/18/2023, 05/18/2023, 05/19/2023, 04/25/2023, pertaining 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 04/28/2023, 05/17/2023, 05/01/2023, 05/15/2023, 04/25/2023, 04/04/2023, 05/05/2023, 05/26/2023, 04/25/2023, 04/28/2023, 05/01/2023, 05/05/2023, 04/04/2023, 02/03/2023, 02/09/2023, 02/09/2023, 02/13/2023, 02/13/2023, 05/23/2023, 05/18/2023, 04/17/2023, 04/18/2023, 02/28/2023, 02/28/2023, 05/15/2023, 02/02/2023, 02/03/2023, 02/15/2023, 02/17/2023 and 02/02/2023, 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.

**B. FINANCE – VICE PRESIDENT LAROCCO -** Motion made by Vice President LaRocco to move item 1 and seconded by Trustee 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 April 30, 2023.

**C. POLICY: TRUSTEE WHEELER – Nothing to report.**

**D. UNFINISHED BUSINESS: Nothing to discuss**

**E. NEW BUSINESS:** - Motion made by Trustee Hernandez to move items 1 through 10 and seconded by Trustee Nunez. Motion unanimously carried.

1. **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, and American Rescue Plan IDEA Supplemental Grants 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:

- -Brookville Center for Children’s Services
- -Hebrew Academy for Special Children (HASC)
- -Henry Viscardi School
- -Kidz Therapy Services, LLC
- -Martin De Porres School for Exceptional Children, Inc.
- -Nassau BOCES
- -QSAC, Inc.
- -The Hagedorn Little Village School
- -Tiegerman School
- -United Cerebral palsy Association of Nasau County, Inc. - The Children's Learning Center
- -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, and American Rescue Plan IDEA Supplemental Grants for the 2023-2024

program year in the form of agreements attached hereto;

**BE IT FURTHER RESOLVED** that the President of the Board of Education is hereby authorized to execute the necessary documents to effectuate said Agreements with each of the above listed entities/programs on behalf of the Board of Education.

**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 Michele Tritschler, M.A., SLP 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.

**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 The 13th Child Autism & Behavioral Coaching, 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.

**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 Dr. Sepideh Homayoonfar for neuropsychological evaluations 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 accepts the recommendation from H2M Architects for the award of bid SED Nos. 28-02-24-02-0-001-026, 28-02-24-02-0-004-028, 2802-24-02-0-002-028, for Contracts G1, G2, G3 and Alternates WB-2, RC-1, for District-Wide Flooring Replacements at the William L. Buck School, Robert W. Carbonaro School, Brooklyn Avenue School, to Milburn Flooring, Copiague, New York for the total amount of \$150,185.

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

**WHEREAS**; Suffolk County awarded a competitively bid contract to Commercial Instrumentation Services (CIS) at competitive prices; and

**WHEREAS**, Suffolk County has made their contract available to the Valley Stream Union Free School District 24.

**NOW, THEREFORE, BE IT RESOLVED** and ordered 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 CIS pursuant to Suffolk County contract #BBRSNC110118 - BOILER BREECHING REPAIR, SERVICE, AND NEW CONSTRUCTION, valid thru October 31, 2023, for HVAC upgrades as specified under the terms and condition of the contracted award.

**BE IT FURTHER RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the proposal for the HVAC upgrades project, to CIS, of Deer Park, New York, for the total bid amount of \$144,500.

**7. 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/DAILY	MATRON COST/DAILY	TOTAL SUMMER COST
FIRST STUDENT	Hagedorn Little Village	2	\$264.06 pppd, \$158.39 add'l student + CPI x 30 days	\$179.65 + CPI x 30 days	
	Variety Children's Learning Ctr	2	\$193.47 pppd, \$193.47 add'l student + CPI x 29 days	\$179.65 + CPI x 29 days	
	Cherry Lane School	4	\$140 pppd, \$140 add'l student + CPI x 29 days	\$175 + CPI x 29 days	
	Clearstream School	1	\$215 pppd + CPI x 29 days	\$175 + CPI x 29 days	
	Martin Avenue School	0	\$140 pppd + CPI	\$175 + CPI	\$1.00

	John H. West	0	\$140 pppd + CPI	\$175 + CPI	\$1.00
INDEPEPENDE NT COACH (new bid)	Waverly Park	2	\$200 pppd, \$50 add'l student x 29 days	\$110 x 29 days	\$7,250.0 0
	William L. Buck	2	\$212.60 pppd, \$212.60 add'l student + CPI x 18 days		
SUBURBAN BUC COMPANY	Children's Learning Center- UCPA	1	\$241.30 + CPI x 28 days	\$170.80 + CPI x 28 days	
WE TRANSPORT, INC	Henry Viscardi	1	\$239.17 + CPI x 30 days	\$180.71 + CPI x 30 days	
(new bid)	Mill Neck Manor School for the Deaf	1	\$395 pppd, \$100 add'l st. x 28 days	\$200 x 28 days	\$11,060 + \$5,600 = \$16,660. 00
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	\$8,102.0 0
	Jerusalem Avenue	4	\$1,120.00 x 4 = \$4,480.00	\$4,742 group matron, \$4,742 1:1	\$13,964. 00

				matron	
	Willet Avenue School	3	\$1,120.00 x 3 = \$3,360	\$4,742 group matron	\$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

**8. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the disposal of the Grades K-6 Houghton Mifflin Harcourt Go Math Program materials that are now obsolete.

**9. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the disposal of the wooden ballot boxes, previously used for the school budget and election vote, that are now obsolete.

**10. BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, that the Board of Education hereby authorizes the following Budget Transfer for the 2022-2023 School year:



VALLEY STREAM UFSD #24

TRANSFER BUDGET CODES  
OVER \$ 5,000

<b>BUDGET TRANSFER FOR BOARD APPROVAL</b>			
<b>DATE: June 7, 2023</b>			
<b>CODE</b>	<b>DESCRIPTION</b>	<b>FROM</b>	<b>TO</b>
A2020.15	Building Principals Salaries	\$ 7,000.00	
A1420.4	Attorney Fees		\$ 7,000.00
	<b>Attorney Fees-Special Counsel - McGivney</b>		
A2610.451	Library Books-BAS	\$ 450.00	
A2610.452	Library Books-RWC	\$ 450.00	
A2610.45	Library Supplies		\$ 900.00
	<b>HNOM State Aid Alotment for Library Materials 22/23</b>		
A1930.4	Claims/Judgment	\$ 600.00	
A2110.456	District Workbooks	\$ 10,000.00	
A2110.484	Math Textbooks	\$ 10,000.00	
A2110.450-4	Math Supplies	\$ 4,700.00	
A1680.490-1	BOCES Data Warehousing		\$ 25,300.00
	<b>Lower Cost Estimates</b>		
A2250.477	Special Ed-Tuition	\$ 8,000.00	
A2110.492-9	ESL		\$ 8,000.00
	<b>BOCES English as a New Language</b>		
A9010.8	Employee Retirement	\$ 38,800.00	
A2630.49	Computer		\$ 38,800.00
	<b>Increased Costs &amp; Additional Replacements Needed</b>		
A9010.8	Employee Retirement	\$ 15,400.00	
A5581.49	BOCES Transportation		\$ 15,400.00
	<b>Transportation</b>		
A2250.477	Special Ed-Tuition	\$ 25,000.00	
A2250.4	Special Ed Expenses		\$ 25,000.00
	<b>Related Services</b>		
	<b>TOTALS</b>	<b>\$ 120,400.00</b>	<b>\$ 120,400.00</b>
<b>APPROVED</b> _____		<b>DATE</b> _____	
Assistant Superintendent for Business			
<b>APPROVED</b> _____		<b>DATE</b> _____	
Superintendent			

**F. PERSONNEL – TRUSTEE WILSON -**

Motion made by Trustee Wilson to move Item 1 and seconded by Trustee Wheeler. Motion unanimously carried.

1. **BE IT RESOLVED**, the Board of Education hereby approves the attached employment agreement between the District and Unal Karakas to serve as Superintendent of Schools for the period of July 1, 2023 through June 30, 2026 and hereby authorizes the Board President to execute same.

Motion made by Trustee Wilson to move items 2 through 10 and seconded by Trustee Hernandez. Motion unanimously carried.

2. **BE IT RESOLVED**, the Board of Education hereby approves the attached First Addendum to the employment agreement with Lourdes Onesto relative to a stipend for the Annual Budget Vote and authorizes the Board President to execute same.

3. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Ellen Galluzo as a Full-time Teacher Aide, pending civil service clearance. Compensation for this appointment will be at Step 1 in accordance with the agreement between the United Public Service Employees Union (UPSEU) and the Valley Stream School District 24.

4. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education approve the appointment of Kadeem McCarty, as a Cleaner, effective July 1, 2023, pending fingerprint clearance. Compensation for this appointment will be at Step 1, in accordance with the agreement between the Board of Education and Local 74 United Service Worker's Union (USWU). This will be a 26 week probationary appointment, said probationary period to expire on January 1, 2024.

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

**SUBSTITUTE TEACHERS:**

Hannah Johnston  
Ciara Byrne

6. **BE IT RESOLVED**, upon the recommendation of the Superintendent of School, the Board of Education approves the following to be assigned as custodial summer helpers effective June 26, 2023, at the appropriate rate/scale of pay according to salary set by Board of Education:

Sean Lengyel  
Dylan Kinzer  
Sean Mylan (pending Civil Service & Fingerprint Clearance)  
Jake Mylan (pending Civil Service & Fingerprint Clearance)  
Joseph Casey (pending Civil Service & Fingerprint Clearance)  
Michael Hopkins (pending Civil Service & Fingerprint Clearance)  
Ryan Sciretta (pending Civil Service & Fingerprint Clearance)  
Liam Gattis (pending Civil Service & Fingerprint Clearance)

**7. BE IT RESOLVED**, upon the recommendation of the Superintendent of School, the Board of Education approves the following to be assigned as custodial summer helpers effective July 1, 2023, at the appropriate rate/scale of pay according to salary set by Board of Education:

John Mignott

**8. BE IT RESOLVED**, upon the recommendation of the Superintendent of School, the Board of Education approves the following to work as a Summer School Aide (security desk) at the appropriate rate of pay, as per the agreement between the Valley Stream School District 24 and the United Public Service Employees Union (UPSEU):

Corliss Danas  
Margaret Sommella  
Marijo Sensale (Substitute)

**9. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Octavia James, Teacher's Aide, Full-Time, effective May 23, 2023.

**10. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Michael Whelan, Physical Education Teacher, Part-Time (.5), effective June 23, 2023.

Motion made by Trustee Wilson to move item 11 and seconded by Trustee Hernandez.  
Motion unanimously carried.

**11. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Allison Smithwick, Classroom Teacher, Full-Time, effective June 23, 2023.

Motion made by Trustee Wilson to move item 12 and seconded by Trustee Hernandez.  
Motion unanimously carried.

**12. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education approves unpaid leave for Deanna Fichtelberg for the 2023/2024 school year.

## **XI. DISCUSSION**

## **XIII. ADJOURNMENT**

Motion to adjourn the Business Meeting by Trustee Hernandez at 8:25 p.m. and seconded by Trustee Wilson. Motion unanimously carried.

Respectfully Submitted,

*Lourdes Onesto*

Lourdes Onesto  
District Clerk

# MINUTES

## BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

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SPECIAL MEETING

MEMORIAL JUNIOR HIGH SCHOOL

June 14, 2023

8:00 PM It is anticipated that the Board of Education will immediately consider a motion to enter executive session for purposes of discussing a personnel matter and contract matters.

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**Members Present:** President Maier, Vice President LaRocco, Trustees Wilson, Herrera and Nunez

**Others Present:** Superintendent Dr. Sturz

**Absent With Prior Notice:** Trustee Hernandez and Trustee Wheeler

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### **I. Call to Order**

Having a quorum, the Special Meeting was called to order at 7:55pm by President Maier at the Memorial Junior High School. A motion to enter Executive Session at 7:55 p.m. was made by Trustee Wilson and seconded by Vice President LaRocco to discuss Personnel Obligations. Motion unanimously carried.

### **II. ADJOURNMENT**

Motion to exit executive session at 8:20 by Vice President LaRocco and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Special Meeting at 8:21 p.m. by Trustee Nunez and seconded by Trustee Wilson. Motion unanimously carried.

Respectfully Submitted,

*Lourdes Onesto*

Lourdes Onesto

District Clerk

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1<sup>st</sup> 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 **All About Kids, SLP, OT, PT LMSW, Psychology, PLLC** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 255 Executive Drive, Suite 101, Plainview, New York, 11803.

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
  - Parent Training
  - Behavior Intervention Services
  - Consultation
  - Resource Room
  - Evaluations (including written report)
  - Professional Development Workshops
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 (Attachment 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: All About Kids, SLP, OT, PT, LMSW, Psychology, PLLC  
 255 Executive Drive, Suite 101  
 Plainview, NY 11803 *Attn: Michael L. Grossfeld, Dir. /member*

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.

**ALL ABOUT KIDS, SLP, OT, PT,  
LMSW, PSYCHOLOGY, PLLC**

**VALLEY STREAM UFSD 24**

By:   
Michael L. Grossfeld  
Director/Owner

By: \_\_\_\_\_  
President, Board of Education

Date: 6/28/23

Date: \_\_\_\_\_

**FEE SCHEDULE A**  
2023-2024

**ATTACHMENT [A.] ALL ABOUT SLP, OT, PT, LMSW, PSYCHOLOGY, PLLC RATES (page 1 of 3)**

**Proposed Rates for Valley Stream UFSD # 24 July 1, 2023–June 30, 2024**

<b>All of The Following Listed Services Can Be Conducted In-Person or Via Audio &amp; Video Teleconferencing. Fees apply to all service formats, are inclusive of a provider's Session Note Documentation &amp; Progress Reporting, &amp; are Prorated Based on Service Duration.</b>			
<b><u>BEHAVIOR INTERVENTION SERVICES:</u></b>			
Functional Behavioral Assessment (FBA)	\$459		
Behavior Intervention Plan (BIP) (By LBA/BCBA or Spec. Educator)	\$306		
ABA Direct Service/Consultation (By ABA Trained Certified Teacher)	\$107 per student, per hour		
ABA/Autism/Behavior Direct Service/Consultation (By LBA/BCBA)	\$133 per student, per hour		
Family Training with ABA Specialist	\$133 per hour		
Program Supervision &/or Consultation	\$153 per hour (By BCBA), \$133 per hour (By Spec. Ed. Supv.)		
Registered Behavior Technician (RBT) Provider	\$61 per hour		
ABA/Behavioral Services Extended School Day Program (Group of 2 or more children approved for Extended School Day Services)	\$82 per hour per child		
<b><u>RELATED SERVICES:</u></b>			
	<b><u>Individual (1:1):</u></b>	<b><u>Group (min 2-max 5):</u></b>	<b><u>Consultations:</u></b>
Occupational Therapy	\$66 per ½ hour	\$92 per ½ hour	\$66 per ½ hour
C.O.T.A. ** (Certified O.T. Assistant. Includes All Required Supervision by OTR)	\$61 per ½ hour	\$87 per ½ hour	\$61 per ½ hour
Physical Therapy	\$77 per ½ hour	\$102 per ½ hour	\$77 per ½ hour
Speech/Language Therapy	\$66 per ½ hour	\$92 per ½ hour	\$66 per ½ hour
Bilingual Speech/Language Therapy	\$77 per ½ hour	\$102 per ½ hour	\$77 per ½ hour
Full Day OT, PT, Speech Services	\$714 up to 6 hrs		
Half Day OT, PT, Speech Services	\$383 up to 3 hrs		
(Full & ½ Day Services Include Consultations, Services, &/or Meetings [inclusive of individual & Group as assigned by District])			
Counseling, Individual (By Psychologist Only)	\$204 per hour		
Parent Training Related Services	\$133 per hour		
<b><u>FEEDING/PROMPT:</u></b>			
Feeding Evaluation	\$306		
Feeding Therapy	\$87 per ½ hour		
<b><u>ADDITIONAL THERAPY SERVICES:</u></b>			
Art & Movement Therapy (push-ins, district to provide supplies/TA)	\$92 per ½ hour session		
Full Classroom Push-Ins OT	\$92 per ½ hour session		
Kindergarten Classroom OT Intervention Program	\$92 per ½ hour session		
Handwriting Groups	\$92 per ½ hour session		
Classroom Sensory Environment Assessment/Consult	\$92 per ½ hour session		
Social Skills Group (By SLP or BCBA)	\$92 per ½ hour session		
<b><u>SPECIALIZED INSTRUCTION:</u></b>			
Special Education Teacher (home, private or parochial schools)	\$97 per hour		
Teacher of the Deaf (hearing services)	\$122 per hour		
Teaching Assistant (Includes ABA teaching assistant)	\$46 per hour		

**ATTACHMENT [A.] ALL ABOUT SLP, OT, PT, LMSW, PSYCHOLOGY, PLLC RATES (page 2 of 3)  
Proposed Rates for Valley Stream UFSD # 24 July 1, 2023-June 30, 2024**

<b><u>RESOURCE ROOM:</u></b>	<b><u>Individual (1:1):</u></b>	<b><u>Group (min 2-max 5):</u></b>
Resource Room Teacher (Note: 1:1 Services Can Be in District, home, or private)	\$51 per ½ hour	\$82 per ½ hour
Half Day Resource Room Teacher Services	\$332 up to 3 hrs	
Full Day Resource Room Teacher Services (Full & ½ Day Services Include Consultations, Services, &/or Meetings [inclusive of individual & Group as assigned by District])	\$587 up to 6 hrs	
<b><u>HOME INSTRUCTION/TUTORING:</u></b>	\$107 per hour	
<b><u>EVALUATIONS:</u></b>		
Occupational Therapy Evaluation	\$255	
Physical Therapy Evaluation	\$255	
Speech /Language Therapy Evaluation	\$301	
Educational Evaluation	\$408	
Psychological Evaluation	\$561	
Bilingual Psychological Evaluation	\$791	
Psychological Behavior Rating Scale	\$638	
Psychological Behavior Rating Scale Bilingual (Spanish)	\$867	
Psycho-Educational Evaluation	\$969	
Social History Evaluation	\$204	
Audiology Evaluation	\$337	
Central Audit Processing Evaluation	\$612	
OT -Assistive Technology Evaluation (Train child with fine motor problems to use appropriate technology [i.e., laptop])	\$408	
<b>Bilingual Evaluations Are Available For An Additional \$102 Per Evaluation, Unless Otherwise Noted Above.</b>		
<b><u>SCREENINGS (1:1):</u></b>		
Occupational Therapy	\$66 per ½ hour	
Physical Therapy	\$77per ½ hour	
Speech/Language Therapy	\$66 per ½ hour	
<b><u>OTHER SERVICES:</u></b>		
CSE Meetings (In-person, Video or Phone Conference)	\$66 per ½ hour	
CSE Meetings-Bilingual Interpreter	\$204 per meeting	
OT-Assistive Technology Consultation	\$153 per hour	
TRANSITION Planning Services: Level 1 & 2 assessments	\$102 per hour	
Review of IEP's Referrals to VESID & OPWDD	\$102 per hour	
Scheduling Caseloads: (Includes time spent by therapist, teacher, &/or supervisor to obtain information &/or documentation from District teachers, staff, &/or parents for the purpose of setting schedules.)	\$31 per ½ hour	

**ATTACHMENT [A.] ALL ABOUT SLP, OT, PT, LMSW, PSYCHOLOGY, PLLC RATES (page 3 of 3)  
Proposed Rates for Valley Stream UFSD # 24 July 1, 2023-June 30, 2024**

<b><u>PROFESSIONAL DEVELOPMENT/ STAFF WORKSHOPS &amp; TRAININGS:</u></b>	
Full day workshops: (5 hours of lecture/ presentation)	\$1,275
Half day workshops: (2.5 hours of lecture/presentation)	\$765
Workshops training sessions: (2 hours or less)	\$281 per hour
<b><u>Lecture/Presentation Topics Include, But Not Limited To:</u></b>	
<ul style="list-style-type: none"> <li>• Differentiated Learning/Instruction in the Classroom Setting</li> <li>• ADD/ADHD Child- Strategies to help the classroom teacher</li> <li>• Developing Functional Behavior Assessments and Behavior Intervention Plans – Using a team approach.</li> <li>• Implementing the Behavior Intervention Plan in the Classroom Setting</li> <li>• The “ABCs” of Behavior Management in the Classroom Setting</li> <li>• Basic or Advanced ABA Staff Training</li> <li>• Best Practices in Developing an Integrated Teaching Approach in the Classroom Setting</li> <li>• Using the Teaching Assistant as an Integral part of the Instructional Team</li> <li>• RTI-Preventing academic failure through early and effective interventions</li> <li>• Learning Strategies- Customizing the instructional approach based on the child’s learning style</li> <li>• Sensory Tool for the Classroom- Increasing attention span, productivity and participation in educational activities</li> <li>• Technology in the Classroom- Using technology to meet the individual needs of the students</li> <li>• Lesson Planning -Incorporating the IEP goals in the observation process</li> </ul>	
<b><i>All Rates Are The Same For In-District, Private, &amp; Parochial School Services.</i></b>	

For all RFP’s & Contracts with renewal clauses/extensions. All About Kids reserves the right upon renewal after the first year of a contract to increase its’ quoted RFP rates by the corresponding CPI-U (Urban Consumer Price Index for NY-Newark-Jersey City) or by 3.5%, whichever is higher on the signed date of each renewal.



**AGREEMENT  
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of July 2, 2023, by and between the **Valley Stream Union Free School District #24** ("District") and **All About Kids, SLP, OT, PT, LMSW, Psychology, 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 technology<sup>1</sup> 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

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<sup>1</sup> 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.

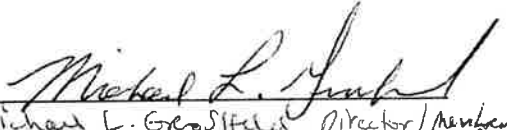
information from PII Data by the Contractor or the Contractor's officers, employees, assignees or subcontractors, the Contractor must reimburse the District for all the District's costs associated with the District's obligation to notify the State's chief privacy officer, parents, students, teachers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

**ALL ABOUT KIDS, SLP, OT, PT, LMSW,  
PSYCHOLOGY, PLLC**

BY: \_\_\_\_\_

BY:   
@Michael L. Groff, Director/Member

DATE: \_\_\_\_\_

DATE: 6/28/23

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## Parents' Bill of Rights for Data Privacy and Security

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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](mailto: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](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). Please see Attached ALL ABOUT Kids Data (r.v.v.)/Security Plan.*

(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 <sup>\*Please See Attached All About Kids'</sup> *(describe the location in a Data Privacy/Security form)* manner that protects data security). Contractor represents that the following security protections, including encryption where applicable, will be in place to ensure that PII Data is protected. *(Describe the following in further detail, as applicable):*

- Password protections
- Administrative procedures
- Encryption while PII is in motion and at rest
- Firewalls

### 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*): \* Please See Attached All About Kids' Data Privacy/Security Plan Form

- (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: \*
- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information: \*
- (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: \*
- (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: \*
- (v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows: \*
- (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: \*
- (vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows: \*

**ALL ABOUT KIDS  
SUPPLEMENTAL INFORMATION/DATA PRIVACY & SECURITY**

Agreement dated as of \_\_\_\_\_, 2023, by and between Valley Stream UFSD #24 School District ("District") and All About Kids, SLP, OT, PT, LMSW, Psychology, PLLC ("Contractor").

1. **The Exclusive Purposes For Which Student Data Will Be Used:** Data received by All About Kids (AAK) will be used only to perform AAK's obligations pursuant to the Agreement between AAK & the District for the purpose of providing educational/related services and/or evaluations to students and for no other purpose.
2. **Storage and Security Protections:** AAK stores and processes Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure Data from unauthorized access, disclosure, alteration and use. AAK uses industry-standard and up-to-date security tools and technologies including but not limited to anti-virus protection, spyware protection, firewalls, and intrusion detection methods in providing services and conducts periodic risk assessments to remediate any identified security vulnerabilities. In addition, all electronic Data is protected by passwords & usernames and access is logged in and out and monitored by IT Systems & all employee access accounts are disabled upon termination from employment, and access to AAK's software & databases containing EPHI is made available to only authorized/necessary employees or authorized contractor, partners & vendors who have signed a HIPAA/Confidentiality Agreements with AAK.
3. **How AAK will ensure that subcontractors; persons or entities with Whom it shares student data will abide by data protection and security requirements:** AAK limits internal access to Educational Records to authorized individuals with legitimate educational interest only and access is controlled, monitored, and recorded by a supervisor. AAK complies with all District policies and state, federal, local laws, rules, and regulations and requirements related to confidentiality of student records. All Electronic Data is stored in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, alteration, or use including but not limited to: anti-virus protection, spyware protection, firewalls, passwords & user names, and access is logged in and out and monitored by IT Systems. All employee access accounts are disabled upon termination from employment. Additionally, access to AAK's software & databases containing EPHI is made available to only authorized/necessary employees or authorized contractor, partners & vendors who have signed a HIPAA/Confidentiality Agreements with AAK.
4. **When The Agreement Expires, What Happens To The Student Data Upon Expiration Of The Agreement:** All About Kids' records are only destroyed according to all applicable municipal, state, and federal laws, rules, regulations, and guidelines including but not limited to those of the NYS Department of Health, the NYS Education Department, and NYS Medicaid.
5. **If & How A Parent or Student May Challenge The Accuracy of The Student Data That Is Collected:** By sending a written notice to All About Kids via certified return receipt to: 255 Executive Drive, Suite 101, Plainview, NY 11803, Attention: Michael L. Grossfeld, Director/Member.
6. **Where The Student Data Will Be Stored & The Security Protections Taken To Ensure Such Data Will Be Protected, Including Whether Such Data Will Be Encrypted:**

AAK's Educational Records are maintained on-site and kept under a locked and controlled environment and internal access is limited to authorized personnel with a legitimate educational interest only and access is controlled, monitored, and recorded by a supervisor. AAK complies with all District policies, and state and federal, and local laws rules and regulations and requirements related to confidentiality of student records. All AAK's Electronic Data is stored in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, alteration, or use including but not limited to: anti-virus protection, spyware protection, and firewalls. In addition: all electronic Data is protected by passwords & user names and access is logged in and out and monitored by IT Systems; all employee access accounts are disabled upon termination from employment; all AAK's Data Centers & IT Closets are kept under lock & only AAK's Authorized IT Staff & HR Director have access; encryption methods are made available and used for AAK's external e-mail communication containing PII/PHI; and back-up data is encrypted and stored Off-site & access limited to AAK's IT Administrators only.

DISTRICT

CONTRACTOR All About Kids SLP, OT, PT, LMSW, Psychology, PLLC

BY: \_\_\_\_\_

BY:   
Michael L. Grossfeld, Director/Member

Date: \_\_\_\_\_

Date: 6/28/2023



## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 15 day of June, 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 **Blue Sea Educational Consulting, Inc.** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1038 W. Jericho Turnpike, Smithtown, NY 11787.

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**
  - **Home Instruction**
  - **Behavior Intervention Services**
  - **Parent Training**
  - **Resource Room**
  - **Counseling**
  - **Psychological Services**
  - **Consultation**
  - **Evaluations**
  - **Translation and Interpreting**
2. The CONSULTANT shall provide the services set forth in this Agreement and Schedule A 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:                   Dr. Robert Mueller  
                                      Director of Pupil Services  
                                      Valley Stream School District 24  
                                      50 Hungry Harbor Road  
                                      Valley Stream, New York 11581
- To Consultant:               Nicolas Mortati  
                                      President  
                                      Blue Sea Educational Consulting, Inc.  
                                      1038 W. Jericho Turnpike  
                                      Smithtown, New York 11787
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.

VALLEY STREAM UNION FREE SCHOOL  
DISTRICT 24

Date: \_\_\_\_\_

By: \_\_\_\_\_

BOE President

BLUE SEA EDUCATIONAL  
CONSULTING, INC.

Date: June 15, 2023

By: Nicholas Mortati

Nicholas Mortati, President

## SCHEDULE A



### 2023 - 2024 Rate Sheet

#### PLACEMENT SERVICES

##### **Behavior Intervention Services**

60 Min Paraprofessional-School	\$35.00
60 Minute Health Aide-School	\$35.00
60 Min 2:1 Paraprofessional-School	\$50.00
60 Min Individual	\$95.00
60 Min Parent Train & Counseling	\$105.00
60 Min Case Supervision	\$125.00
60 Min BIS In District Consulting	\$130.00
60 Min BIS FBA/BIP	\$130.00
60 Min LBA/BCBA	\$150.00
60 Min PhD BIS	\$150.00
60 Min ADOS Eval (Mono/Bilingual)	\$150.00/\$175.00
30 Min Group A-B-C Smart	\$100.00

##### **Social Work & Counseling**

60 Min Individual Social Work	\$95.00
60 Min Group Social Work	\$125.00
60 Min Individual-Home/Private	\$95.00
Social History Evaluation	\$200.00/\$250.00

##### **Psychology**

Evaluation (Mono/Bilingual)	\$600.00/\$675.00
Psychoed. Eval (Mono/Bilingual)	\$1100.00/\$1400.00
Social History Evaluation	\$250.00/\$300.00
School Psychologist	\$120.00 per hour/\$800.00 Per Day

##### **Home Instruction & Tutoring Individual Instruction**

60 Min Home Instruct General Education	\$75.00
60 Min Home Instruct Special Education	\$85.00
60 Min Home Instruct / Behavioral Intervention Support	\$95.00
60 Min Home Tutoring General Education	\$75.00
60 Min Home Tutoring Special Education	\$85.00
60 Min Priv. School/Out of Dist. General Education	\$75.00
60 Min Priv. School/Out of Dist. Special Education	\$85.00
60 Min Extended Day/ After School Program	\$150.00
60 Min Home/School Educational Therapist	\$125.00
60 Min Group Educational Therapist	\$200.00





**Resource Room Individual & Group Instruction\***

60 Min Individual Special Education	\$80.00
60 Min Group/Class Instruct Special Education	\$125.00
* Group = Up to Five Students	

**Specialized Reading Services**

60 Min Orton Gillingham Instruction	\$125.00
60 Min Wilson Reading Instruction	\$125.00
60 Min Spire Reading Instruction	\$125.00
60 Min Soudy Reading Program Instruction	\$125.00
60 Min Certified Reading Teacher (K-12)	\$125.00
60 Min Group Certified Reading Teacher	\$200.00
60 Min Literacy Teacher (K-12)	\$125.00
Specialized Reading Evaluation	\$850.00

**Educational Consulting**

60 Min Senior Education and Literacy Consultant	\$175.00
60 Min Junior Education and Literacy Consultant	\$125.00
60 Min Literacy Analyst	\$90.00

**Educational Evaluations & Screening**

Educational Evaluation – Monolingual	\$550.00
Educational Evaluation – Bilingual	\$700.00
Screening (Flat Rate)	\$100.00

**Nursing Services**

60 Min C.N.A	\$100.00
60 Min L.P.N	\$125.00
60 Min R.N	\$140.00

**Occupational Therapy**

30 Min Individual	\$50.00
30 Min Group (Flat Rate Per Group)	\$85.00
30 Min Individual (Home/Private)	\$65.00
Evaluation (Monolingual)	\$250.00
Evaluation (Bilingual)	\$300.00
Screening (Flat Rate)	\$75.00
30 Min OT Consultation	\$70.00
30 Min OT Programmatic Consulting	\$70.00
30 Min Group A-B-C Smart	\$80.00



### **Physical Therapy**

30 Min Individual	\$60.00
30 Min Group (Flat Rate Per Group)	\$95.00
30 Min Individual (Home/Private)	\$75.00
Evaluation (Monolingual)	\$300.00
Evaluation (Bilingual)	\$350.00
30 Min PT Consultation	\$75.00
30 Min PT Programmatic Consulting	\$75.00
Screening (Flat Rate)	\$75.00

### **Speech Language Therapy**

30 Min Individual	\$55.00
30 Min SLP Teletherapy	\$50.00
30 Min PROMPT Therapy	\$70.00
30 Min Group (Flat Rate Per Group)	\$85.00
30 Min Individual (Home/Private)	\$65.00
Evaluation Monolingual/Bilingual	\$325.00/\$400.00
Feeding Evaluation Monolingual/Bilingual	\$400.00/\$450.00
PROMPT Evaluation Monolingual/Bilingual	\$400.00/\$450.00
30 Min SLP Programmatic Consulting	\$65.00
Screening (Flat Rate)	\$100.00
30 Min Speech Feeding Therapy	\$70.00
30 Min SLP Consultation (Monolingual)	\$65.00
30 Min SLP Consultation (Bilingual)	\$75.00
30 Min Group A-B-C Smart	\$80.00

\* OT, PT & Speech Groups = Up to Five Students

### **Augmentative/Alternative Communication & Assistive Technology**

60 Min AAC/AT Evaluation Services	\$200.00
60 Min AAC/AT Consulting & Train	\$200.00

### **Translation/Interpreting Services\***

60 Min Spanish	\$50.00
60 Min Creole	\$50.00
60 Min Cantonese/Mandarin	\$60.00
60 Min Most Other Languages	\$60.00

\*1 hour minimum on all Translation/Interpreting Services



**Additional Services**

60 Min Credit Recovery	\$125.00
60 Min Diversity Consulting	\$150.00
60 Min Job Coaching	\$125.00
60 Min Music Therapy	\$125.00
60 Min Legal Consulting	\$250.00
60 Min Transition & Planning	\$125.00

**CSE & Team Meetings**

Flat Rate CSE per Attendee	\$75.00
60 Min Team Meetings per Attendee	\$90.00

**SPECIAL EDUCATION SERVICES CONTRACT**  
**Education Law § 4401(2)(b)**

This Agreement is entered into by and between the Board of Education of the Valley Stream Union Free School District #24 (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 50 Hungry Harbor Road, Valley Stream, NY 11581, and the Board of Education of the Carle Place Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 168 Cherry Lane, Carle Place, New York.

WITNESSETH

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

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 SENDING 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 RECEIVING DISTRICT shall include, but not be limited to the following:
  - Instructional Services
  - Special Education and Related Services as set forth in each student's Individualized Education Program ("IEP").
2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.

3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's IEP, as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
4. The RECEIVING 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.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age, disability, or sponsorship.
6. The RECEIVING 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 the SENDING 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. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING 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.
8. Upon the request of the SENDING DISTRICT, the RECEIVING 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 the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The RECEIVING DISTRICT shall comply with all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
10. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education ("CSE") and Committee on Pre-

School Special Education (“CPSE”). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT’s CSE or CPSE, where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.

12. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
13. 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.
14. 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) and New York State Education Law Section 2-d.
15. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
16. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

17. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
18. 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, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.

19. Insurance

- a. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of Commercial General Liability, Malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT 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 DISTRICT in connection with the performance of the RECEIVING DISTRICT's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars per occurrence subject to an annual aggregate of Three Million (\$3,000,000) Dollars.
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum A.M. Best rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance that includes the SENDING 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 RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such

student, the tuition rate shall be determined in accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education.

- a. The estimated tuition rate pursuant to the Commissioner's formula is currently \$8,586.20 (K-6) / \$9,191.30 (7-12) per student per month/10-months; and \$5,278.00 per student per 2-months. If applicable, the estimated tuition rate for a special education aide per month is \$ n/a.
  - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
  3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
  4. The SENDING DISTRICT shall give the RECEIVING DISTRICT 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.

**D. MISCELLANEOUS**

1. Termination
  - a. Either the SENDING DISTRICT or the RECEIVING 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 either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
  - c. In the event the SENDING DISTRICT or the RECEIVING 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. RECEIVING DISTRICT 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 RECEIVING DISTRICT 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. SENDING 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 Six Hundred (\$600.00) Dollars, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification

- a. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING 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 RECEIVING 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.
- b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING 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 SENDING 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 Receiving District:        Dr. Philip Molnar  
Assistant Superintendent for Special Education  
And Pupil Personnel  
168 Cherry Lane  
Carle Place, New York 11514

To Sending District:        Dr. Robert Mueller  
Valley Stream Union Free School District #24  
Robert W. Carbonaro School  
50 Hungry Harbor Road,  
Valley Stream, NY 11581

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.

SENDING DISTRICT

RECEIVING DISTRICT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

President, Board of Education

President, Carle Place Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AGREEMENT

THIS AGREEMENT made this 26 day of JUNE, 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 DANIEL S. WEINKAUF, PT (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 5 Birch Street, Lynbrook, New York 11563.

WITNESSETH:

**WHEREAS**, SCHOOL DISTRICT is authorized by law to contract with independent contractors for 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 special education 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**: 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**: SERVICE PROVIDER shall provide the following services, consisting of, but not limited to the following:
  - a. **Physical Therapy**
  - b. **Physical Therapy Evaluations**
  - c. 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 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, according to the fees in paragraph 3.
  - e. 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.
  - f. SCHOOL DISTRICT shall be responsible for appropriate staff orientation and training for all her educational and supporting personnel, including, but not limited to, in-service training related to the provision of educational services to handicapped children.
  - g. 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 period of Agreement, SCHOOL DISTRICT will 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 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. 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 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. **PROVIDER AGREEMENT & STATEMENT OF REASSIGNMENT:** SERVICE PROVIDER represents and warrants that it has executed a Provider Agreement Form and a Statement of Reassignment with the New York State Department of Health, and shall submit copies of said documents to the SCHOOL DISTRICT.
12. **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. 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.
13. **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.

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. **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 onsite 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 the 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. S 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 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 authorized 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.

- 24. **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.

- 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, 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.

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 noncontributory 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. **Excess Insurance:**

\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

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:

Daniel S. Weinkauff  
5 Birch Street  
Lynbrook, New York 11563

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 its 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 maybe 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.
37. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of

SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or 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 terms

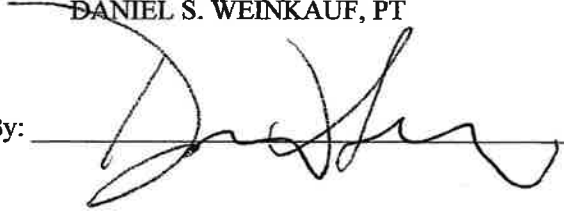
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

VALLEY STREAM UNION FREE SCHOOL  
DISTRICT 24

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: 6/26/23

DANIEL S. WEINKAUF, PT  
By:  ET.



# APPENDIX A

**Daniel S. Weinkauf, PT**

N.Y.S. License #: 013683-01

NPI #: 669618534

## 2023-2024 Rates

SERVICE	RATE
Physical Therapy (Individual)	\$45.00 per 30 minute session \$90.00 per 60 minute session
Physical Therapy (Group)	\$65.00 per 30 minute session \$130.00 per 60 minute session
Evaluations (including written report)	\$225.00 per evaluation
Meetings & CSE Reviews	\$45.00 per 30 minutes

**AGREEMENT  
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of 26 day of June, 2023, by and between the Valley Stream Union Free School District #24 ("District") and Daniel S. Weinkauf, PT. ("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

- 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 technology<sup>1</sup> 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

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<sup>1</sup> 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.

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 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

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR

BY:  \_\_\_\_\_

DATE: 6/26/23

**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 HEALTH SOURCE GROUP, INC. (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 25 Newbridge Road, Suite 312, Hicksville, New York 11801.

**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. **Resource Room**
- b. **Proctoring Exams**
- c. **Teacher's Aide**
- d. **Teacher's Assistant**
- e. 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.
- f. 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.
- g. 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 the rates set forth 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. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

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

16. **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.

17. **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.

18. **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.

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 its written request.

20. **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.

21. **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 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.

22. **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.

**23. 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.

24. **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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

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, 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.

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 and 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:

Health Source Group, Inc.  
25 Newbridge Road, Suite 312  
Hicksville, New York 11801

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 its 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 for 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 the 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.

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: \_\_\_\_\_

HEALTH SOURCE GROUP, INC.

Date: 6/21/2023

By:  \_\_\_\_\_

Danielle Nelson  
Executive Business Administrator



# APPENDIX A

Health Source Group, Inc.

Related Services

2023-2024 Rates

Service	Rate
Teacher's Aide / Paraprofessional	\$28.00 per hour
Teacher's Assistant	\$33.00 per hour
ABA Certified Teacher	\$150.00 per hour
Proctoring Exams	\$31.00 per hour
Resource Room Teacher	\$62.00 per hour
Social Worker	\$62.00 per hour

**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 HEALTH SOURCE GROUP, INC. (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 25 Newbridge Road, Suite 312, Hicksville, New York 11801.

**WITNESSETH:**

**WHEREAS**, SCHOOL DISTRICT is authorized by law to contract with individuals for the provision of skilled nurse staffing services; and

**WHEREAS**, SERVICE PROVIDER is licensed to provide skilled nurse staffing services; and

**WHEREAS**, SCHOOL DISTRICT desires that SERVICE PROVIDER provide skilled nurse staffing services; 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 SCHOOL DISTRICT with skilled nurse staffing services on an as-needed and as-requested basis. SERVICE PROVIDER acknowledges and agrees that it is responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and local statutes, rules, and regulations.

- a. SERVICE PROVIDER shall provide SCHOOL DISTRICT with an R.N. (s) and an L.P.N. (s) to care for the students each day that they ride to and from school on the bus. Nursing services at the request of the SCHOOL DISTRICT will be provided subject to the availability of a qualified nurse. The services to be provided include, escorting students to and from school on the school bus. SERVICE PROVIDER reserves the right to determine whether each of the students is provided an R.N., or if one R.N. is able to provide nursing services to multiple students at the same time. SERVICE PROVIDER acknowledges and agrees that it is responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and local statutes, rules, and regulations.

- b. 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;
- c. 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.
- d. 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 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 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 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:

- a. 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.
- b. SERVICE PROVIDER shall certify that all nurses possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders and shall provide SCHOOL DISTRICT with a complete credential file including copies of all licenses, certification placement, including documentation of appropriate licensure, current registration and/or certification, and completed in-service training, including, but not limited to, training in CPR, fire & safety, infection control, non-discrimination, HIPAA, and confidentiality of HIV and AIDS related information pursuant to 10 NYCRR 63.9, for each SERVICE PROVIDER employee placement.
- c. SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services that are described herein and has never been excluded from Medicare, Medicaid, or any health care benefit program funded by the Federal government.
- d. SERVICE PROVIDER shall ensure that each nurse provided to SCHOOL DISTRICT has completed a Skills Check List, including a Drug Screening Test, submittal of nursing license/certificate for verification (ASI), a resume reflecting at least one (1) year or more of experience in a hospital setting and at least three (3) professional references that have been thoroughly checked by SERVICE PROVIDER prior to providing any services to SCHOOL DISTRICT. SERVICE PROVIDER represents that each nurse that it sends to SCHOOL DISTRICT has taken and passed the Accredited NLN Nursing Exam, carries current malpractice insurance, BCLS/CPR and has submitted a completed Employment Eligibility Verification (Form I-9), and is eligible to work at SCHOOL DISTRICT's schools.

- e. SERVICE PROVIDER agrees to obtain and submit to SCHOOL DISTRICT a satisfactory Health Status Report including, but not limited to, vaccine titers for measles, mumps, rubella, varicella and PPD testing/chest x-ray with appropriate follow-up.
- f. SERVICE PROVIDER shall ensure that all personnel providing services for SCHOOL DISTRICT shall comply with all Personnel/Health Requirements pursuant to 10 NYCRR 415.26.
- g. SERVICE PROVIDER shall make personnel available to SCHOOL DISTRICT for purposes of internal peer reviews, external audit systems, grievance procedures, and any other purpose, as required by SCHOOL DISTRICT.

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

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

16. **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.

17. **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.

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. **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. **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.

21. **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 (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

22. **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.

23. **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.

24. **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.

25. **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 of 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 it 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 it 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 it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, it 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 it receives from SCHOOL DISTRICT and to prevent individuals not involved in performing the services that he 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 his 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 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 it 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 its 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.

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/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:

Health Source Group, Inc.  
25 Newbridge Road, Suite 312  
Hicksville, New York 11801

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: \_\_\_\_\_

HEALTH SOURCE GROUP, INC.

Date: 6/21/2023

By:  \_\_\_\_\_

Danielle Nelson  
Executive Business Administrator

# APPENDIX A

Health Source Group, Inc.

Skilled Nurse Staffing Services

2023-2024 Rates

Service	Rate
Certified Nursing Assistant (CNA)	\$31.00 per hour
Licensed Practical Nurse (LPN)	\$48.00 per hour
Registered Nurse (RN)	\$68.00 per hour
Field Trips/Overnight School Trips	\$68.00 per hour
Health Office Coverage	\$64.00 per hour
Home Health Aide (HHA) / Personal Care Aide	\$28.00 per hour
Student Transportation CNA/Para Only LPN Only RN Only	\$50.00 per hour (2 hour minimum each way) \$70.00 per hour (1 hour minimum each way) \$90.00 per hour (1 hour minimum each way)

## APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **ACDS, Inc.**, located at **4 Fern Place, Plainview, NY 11803** the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

### WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$4,212.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$684.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day



period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:  
ACDS, Inc.  
Michael M. Smith  
4 Fern Place, Plainview, NY 11803

To the District:  
Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581  
With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.

20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ ACDS, Inc.  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

## APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **Brookville Center for Children's Services**, located at **189 Wheatley Road, Brookville, NY 11545** the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

### WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$18,954.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$3,078.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day

period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:  
Brookville Center for Children's Services  
Regina Barnes, Senior Accountant  
189 Wheatley Road, Brookville, NY 11545

To the District:  
Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581  
With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.

20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ Brookville Center for Children's Services  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

## APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **Cam-Held Enterprises, Inc., dba Just Kids Early Childhood Learning Center**, located at **35 Longwood Road, Middle Island, NY 11953** the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

### WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have



been registered with the District's home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$4,212.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$684.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the

District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:

Cam-Held Enterprises, Inc., dba Just Kids  
Early Childhood Learning Center  
Steve Held, Education Services Director  
35 Longwood Road, Middle Island, NY  
11953

To the District:

Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581

With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.

20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_  
Learning Center

Cam-Held Enterprises, Inc., dba Just Kids Early Childhood

(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **Cerebral Palsy of Nassau County Inc., The Children's Learning Center**, located at **380 Washington Avenue, Roosevelt, NY 11575** the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have

been registered with the District's home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$2,106.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$0.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the

District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:

Cerebral Palsy of Nassau County Inc., The  
Children's Learning Center  
Chris Whooley, Accounting Supervisor  
380 Washington Avenue, Roosevelt, NY  
11575

To the District:

Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581

With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.



20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ Cerebral Palsy of Nassau County Inc., The Children's Learning Center  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

## APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **Hebrew Academy for Special Children (HASC)**, located at **6701 Bay Pkwy, 2nd Floor, Brooklyn, NY 11204** the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

### WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$8,424.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$1,368.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day

period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:

Hebrew Academy for Special Children  
(HASC)  
Bernard M. Kahn, Chief Executive Officer  
6701 Bay Pkwy, 2nd Floor, Brooklyn, NY  
11204

To the District:

Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581

With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.

20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ Hebrew Academy for Special Children (HASC)  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **Henry Viscardi School**, located at **201 I. U. Willets Road, Albertson, NY 11507** the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$2,106.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$0.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.



9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day

period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:

Henry Viscardi School  
Angela Zagarelli, Head of School  
201 I. U. Willets Road, Albertson, NY 11507

To the District:

Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581  
With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.

20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ Henry Viscardi School  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **Kidz Therapy Services, PLLC**, located at **300 Garden City Plaza, Suite 350, Garden City NY 11530** the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$0.00**, Section 611 (related services) **\$702.00**, Section 619 (program) **\$0.00** and Section 619 (related services) **\$114.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day

period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:

Kidz Therapy Services, PLLC  
Gayle E. Kligman, Director  
300 Garden City Plaza, Suite 350, Garden City  
NY 11530

To the District:

Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581  
With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.

20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ Kidz Therapy Services, PLLC  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President



**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **Mill Neck Manor School for the Deaf**, located at **40 Frost Mill Rd., Mill Neck, NY 11765** the “ASEP” or “Approved Special Education Program and the Valley Stream Union Free School District #24 (the “District”), located at 75 Horton Avenue, Valley Stream, New York 11581.

WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled “Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations.”
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District’s Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student’s Individualized Education Program.
4. All students indicated on the ASEP’s Request for IDEA Sub-Allocation form must have been registered with the District’s home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$2,106.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$0.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day

period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:

Mill Neck Manor School for the Deaf  
Dr. Bradley Porce, Executive Director of  
Education  
40 Frost Mill Rd., Mill Neck, NY 11765

To the District:

Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581  
With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.

20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ Mill Neck Manor School for the Deaf  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the Nassau BOCES, located at 71 Clinton Road, Garden City, NY 11530 the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$8,424.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$1,368.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day



period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:  
Nassau BOCES  
Charles Carollo, Executive Manager  
71 Clinton Road, Garden City, NY 11530

To the District:  
Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581  
With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.

20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ Nassau BOCES  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

## APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **The Hagedorn Little Village School**, located at **750 Hicksville Road, Seaford, NY 11783** the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

### WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$4,212.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$0.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.
10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.
11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.
12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.
13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.
14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.
15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.
16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:
- (i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;
  - (ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or
  - (iii) Fifteen (15) days after the ASEP has received written notice from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day

period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:  
The Hagedorn Little Village School  
Ms. Lisa Castro  
750 Hicksville Road, Seaford, NY 11783

To the District:  
Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581  
With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.

20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ The Hagedorn Little Village School  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

**APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT**

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **Tiegerman School**, located at **100 Glen Cove Avenue, Glen Cove, NY 11542** the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's home school registration office as of **October 5, 2022**.



5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$6,318.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$1,026.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day

period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:

Tiegerman School  
Jeffrey Scott, CPA, MBA  
100 Glen Cove Avenue, Glen Cove, NY  
11542

To the District:

Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581  
With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.

20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ Tiegerman School  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

## APPROVED SPECIAL EDUCATION PROGRAM SUB-ALLOCATION CONTRACT

This AGREEMENT has been made on the 6<sup>th</sup> day of July 2023, between the **Variety Child Learning Center**, located at **47 Humphry Drive, Syosset, NY 11791** the "ASEP" or "Approved Special Education Program and the Valley Stream Union Free School District #24 (the "District"), located at 75 Horton Avenue, Valley Stream, New York 11581.

### WITNESSETH:

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 ASEP to enter into this agreement to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2023-2024 program year; and

WHEREAS, the ASEP is an approved special education program registered with the State Education Department and is 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; and

WHEREAS, the 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, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into and authorized under New York Education Law 4410-b, 20 U.S.C. 1411 and 20 U.S.C. 1419, and pursuant to the directives of the New York State Education Department set forth in a memorandum date March 17, 2000 entitled "Revised State Procedures for the Disbursement of Federal Part B Flow-Through Allocations."
2. The ASEP certifies that it has submitted a Request for IDEA Sub-Allocation form to the District on or before **November 25, 2022**, and that it has included in the count of Section 611 and Section 619 only those students with disabilities who were placed in its program by the District's Committee on Special Education and who were served in accordance with their respective Individualized Education Program as of **October 5, 2022**.
3. ASEP certifies that it has provided a program of educational instruction to the students with disabilities included in the count on said form, pursuant to the laws of the State of New York and the Regulations of the Commissioner of Education, and in accordance with each student's Individualized Education Program.
4. All students indicated on the ASEP's Request for IDEA Sub-Allocation form must have been registered with the District's home school registration office as of **October 5, 2022**.

5. Within 10 business days of the District's request, the ASEP will provide documentation verifying the number and identity of students indicated on ASEP's Request for IDEA Sub-Allocation form, and any other requested information or records relevant to such students.

6. The ASEP agrees that it is solely responsible for the accuracy of the information included in its Request for IDEA Sub-Allocation form and that it will indemnify and hold harmless the District, its Board of Education, individual Board members, Superintendent of Schools, school administrators, officers, employees and agents, in their official and their individual capacities, from and against any and all liability, claims, demands, actions, suits, settlements, costs, losses, penalties or expenses, including attorneys' fees, court costs and other expenses of litigation or administration proceeding, or incurred by or imposed on the District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to, arising out of or in connection with this Agreement, however caused, including, but not limited to, any error or omission on the Request for IDEA Sub-Allocation form.

7. ASEP agrees that in the event there is a discrepancy between the number of students indicated on the ASEP's Request for IDEA Sub-Allocation form and the District's count of eligible Section 611 students, it will be the ASEP's obligation to provide documentation verifying the eligibility of said additional student(s) for the allocation of IDEA flow-through funds.

8. Section 611 and Section 619 SUB-ALLOCATION. The District and ASEP agree that, in accordance with State and federal law, payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP as follows:

(A) IDEA Section 611 and Section 619 funds for the **2023-2024** program year will be allocated to the District based upon the **October 5, 2022** special education child counts of students 4 to 11 years of age, as indicated in the Notice of Final Allocation of federal special education funds for 2017-2018.

(B) The District will sub-allocate such funds to the ASEP on a per student basis, based upon the number of students 4 to 11 years of age who were placed in the ASEP by the District's Committee on Special Education and who were provided special education services by the ASEP on **October 5, 2022** as indicated on the Request for IDEA Sub-Allocation form filed by the ASEP with the District on or before **November 25, 2022**. (Annexed hereto as Appendix A).

(C) The District will calculate the per student allocation by dividing the total base allocation for the Section 611 and Section 619 Program by the count of students served on **October 5, 2022** who were resident students with disabilities, ages 4 to 11, placed in either District operated programs, other public programs or ASEPs, and where the ASEP had submitted a SEDCAR1 form to the District by **November 25, 2022**. The **2023-2024** Section 611 and Section 619 per student sub-allocation for the ASEP has been determined to be: Section 611 (program) - **\$2,106.00 per student**, Section 611 (related services) - **\$702.00** and Section 619 (program) - **\$342.00**, Sect 619 (related services) **\$114.00**. Total Allocation provided to the District will be: Section 611 (program) **\$10,530.00**, Section 611 (related services) **\$0.00**, Section 619 (program) **\$1,368.00** and Section 619 (related services) **\$0.00**.

(D) Said payments of sub-allocated Section 611 and Section 619 funds will be made by the District to the ASEP within 30 days after the District receives any portion of its allocation of funds for the current year from the SED, pursuant to Section 611 and Section 619 of IDEA.

9. The District will be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow through funds to the ASEP, only for the number of students counted on the ASEP's Request for IDEA Sub-Allocation form, and only provided said form was completed and submitted to the District by **November 25, 2022**.

10. Payments of the sub-allocated IDEA federal funds will be made to the ASEP from an account set up by the District for such funds. The ASEP will be considered a vendor by the District. Upon receipt of payment of any portion of sub-allocated funds, the ASEP will provide a written receipt to the District certifying that said funds have been received and placed in an appropriate account by the ASEP. These funds should be used to provide supplemental services for the identified students or for the enhancement of the program serving these students.

11. The ASEP will not sell, assign, transfer or encumber this Agreement or any interest or payment hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the District and/or, where necessary, approval by the State Education Department.

12. This Agreement constitutes the entire Agreement between the District and the ASEP with respect to the subject matter hereof, and this Agreement supercedes all prior and contemporaneous Agreements between the District and the ASEP in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the District or the ASEP is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement will be binding upon the District or the ASEP unless in writing and signed by the District and the ASEP.

13. If any provision of this Agreement or the Application of any provision to any person or to any circumstances will be determined to be invalid or unenforceable, then such determination will not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provision will remain in full force and effect, and it is the intention of the District and the ASEP that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision will have the meaning that renders it enforceable.

14. The ASEP hereby represents that it is a New York State approved special education program fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State law and regulation.

15. The ASEP will maintain the confidentiality of student records in accordance with all applicable laws, regulations, or requirements of the United States Department of Education and the New York State Education Department and the District policies and procedures in force during the term of this Agreement.

16. (A) This Agreement may be terminated "for cause" upon the occurrence of any of the following events:

(i) Immediately upon the District delivering written notice to the ASEP of a breach by the ASEP of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees;

(ii) Immediately upon the ASEP's breach of any of its obligations under, or violation of, any applicable State or federal law or regulation; or

(iii) Fifteen (15) days after the ASEP has received written notice from the District that it has breached any of its other obligations hereunder, unless within such fifteen (15) day

period the ASEP cures such breach to the District's satisfaction.

Upon termination of this Agreement "for cause", the ASEP is not entitled to any further payments hereunder.

(B) This Agreement is automatically terminated upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or State law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against the ASEP which is not dismissed within sixty (60) days of filing. Upon termination of this Agreement pursuant to this subparagraph, the ASEP is not entitled to any further payments hereunder.

(C) This Agreement may be terminated by the District for convenience upon thirty (30) days written notice to the ASEP, at any time. Upon termination of this Agreement for convenience by the District, the ASEP is entitled to receive all sums due, accrued and unpaid as of the date of termination.

17. This Agreement will be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement will be litigated in the Supreme Court, Nassau County, New York, or any other court of New York State located in Nassau County. The parties each waive trial by jury in any action concerning this Agreement.

18. This is a negotiated Agreement, and this Agreement will not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

19. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by national recognized overnight carrier:

To the ASEP:  
Variety Child Learning Center  
Andrea Reiger, CFO  
47 Humphry Drive, Syosset, NY 11791

To the District:  
Valley U.F.S.D. #24  
75 Horton Avenue  
Valley Stream, New York 11581  
With a copy to:

Christopher Shishko, Esq.  
Guercio & Guercio LLP  
(516) 694-3000  
[cshishko@guerciolaw.com](mailto:cshishko@guerciolaw.com)

If the notice is personally delivered it will be deemed delivered upon receipt and if sent by registered or certified mail, it will be deemed delivered three (3) business days after so mailing.



20. Iran Divestment Act of 2012: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to New York State Finance Law Section 165-a, paragraph (b).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written.

Dated: \_\_\_\_\_ Variety Child Learning Center  
(ASEP NAME)

\_\_\_\_\_  
(Director of ASEP)

\_\_\_\_\_  
Valley Stream U.F.S.D. #24  
Board President

**CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this 5<sup>th</sup> day of June, 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 First Evaluation & Advocacy Center, Inc.** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 718 The Plain Rd., Westbury, NY 11590.

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**
- **Home Instruction**
- **Behavior Intervention Services**
- **Parent Training**
- **Resource Room**
- **Counseling**
- **ABA Services**
- **Consultation**
- **Evaluations**

2. The CONSULTANT shall provide the services set forth in this Agreement and Schedule A 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:                   Dr. Robert Mueller  
                                      Director of Pupil Services  
                                      Valley Stream School District 24  
                                      50 Hungry Harbor Road  
                                      Valley Stream, New York 11581
- To Consultant:                Dr. Dawn Plumitallo  
                                      Program Director  
                                      Kids First Evaluation & Advocacy Center, Inc.  
                                      718 The Plain Road  
                                      Westbury, New York 11590
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.

VALLEY STREAM UNION FREE SCHOOL  
DISTRICT 24

Date: \_\_\_\_\_

By: \_\_\_\_\_

BOE President

KIDS FIRST EVALUATION &  
ADVOCACY CENTER, INC.

Date: 6/5/23

By: Dawn Plunitallo, Ph.D.

Dawn Plunitallo, Ph.D., Program Director



## SCHEDULE A

**KIDS FIRST EVALUATION & ADVOCACY CENTER INC.**

Comprehensive Services for Infants, Children, &amp; Adults

Executive Offices

718 The Plain Rd  
Westbury, New York 11590  
Office: (516) 333-1236  
Fax: (516) 333-0496

Suffolk County Office

1014 Grand Blvd.  
Deer Park, New York 11729  
Office: (631) 243-1765  
Fax: (631) 243-3716

CSE Rate Sheet 2023-2024 School Year

The Agency will bill the School District the following rate for professional services rendered by therapists placed by the Agency:

**Individual Therapy Rates**Monolingual

Individual 30 minute sessions	\$55.00
Individual 40 minute sessions	\$75.00
Individual 60 minute sessions	\$105.00

**Group Therapy Rates**Monolingual

Group 30 minute sessions (1 to 3 students)	\$103
Group 40 minute sessions (1 to 3 students)	\$155
Group 60 minute sessions (1 to 3 students)	\$195

<u>Evaluations</u>	<u>Monolingual</u>	<u>Bilingual</u>
Psychological Evaluations	\$510.00	\$610.00
Diagnostic Evaluations	\$550.00	--
Social History Evaluations	\$125.00	\$225.00
Speech Evaluations	\$350.00	\$450.00
Educational Evaluations	\$350.00	\$450.00
Occupational Therapy Evaluations	\$350.00	\$450.00
Physical Therapy Evaluations	\$350.00	\$450.00

Teaching Assistant	\$35.00
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**Professional services include;** *speech therapy, occupational therapy, physical therapy, home instruction, behavioral intervention services, parent training, resource room, counseling, ABA services, tutoring, autism consult, social work services.*

**PUBLIC SCHOOL INSTRUCTIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between **BOARD OF EDUCATION, LYNBROOK UFSD** (hereinafter referred to as the “RECEIVING SCHOOL DISTRICT”) and **BOARD OF EDUCATION, VALLEY STREAM UFSD #24** (hereinafter referred to as the “SENDING SCHOOL DISTRICT”).

**WITNESSETH:**

**WHEREAS**, pursuant to Education Law § 4402(2)(b)(2), the 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**, the SENDING SCHOOL DISTRICT desires that RECEIVING SCHOOL DISTRICT provide appropriate instruction to the student(s) identified herein; 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 the 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:** This Agreement shall be in effect for the period of July 1, 2023 to June 30, 2024, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** During the term of this Agreement, the RECEIVING SCHOOL DISTRICT shall provide a special education program and/or services to the student(s) listed in Confidential Schedule A to this agreement.
  - a. RECEIVING SCHOOL DISTRICT shall provide adequate instruction, related services and/or a facility to the student during the school year. The education provided by RECEIVING SCHOOL DISTRICT 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.
  - b. The RECEIVING SCHOOL DISTRICT agrees to provide services in accordance with the State Education Department’s regulations, using only professionals certified by the New York State Education Department.
  - c. The RECEIVING SCHOOL DISTRICT agrees to provide the students who are the subject of this Agreement with the special education program(s) and/or related service(s) in accordance with the student’s Individualized Education Plan (“IEP”).

- d. In the event that the SENDING SCHOOL DISTRICT, upon the recommendation of its CSE, wishes to modify the instructional program and/or related services (i.e. type, frequency and/or location) provided to the students during the term of the Agreement, the SENDING SCHOOL DISTRICT shall present its request for such modification(s) to the RECEIVING SCHOOL DISTRICT. The RECEIVING SCHOOL DISTRICT shall review such request and shall determine whether it is able to meet such request. The RECEIVING SCHOOL DISTRICT shall notify the SENDING SCHOOL DISTRICT of its determination within ten (10) business days and shall advise same of any changes in cost associated with any modification(s) made to the program and/ or services. Any agreement with respect to an increase or decrease in related services or change of program shall be in writing and shall be made an addendum to this Agreement.
- e. The RECEIVING SCHOOL DISTRICT shall make relevant personnel available to participate in meetings of the SENDING SCHOOL DISTRICT's Committee on Special Education ("CSE"), where appropriate, upon reasonable prior notice to the RECEIVING SCHOOL DISTRICT of such meetings.
- f. The RECEIVING SCHOOL DISTRICT represents its services under this Agreement shall be provided by qualified individuals in good professional standing pursuant to New York State certification and licensing requirements. The RECEIVING SCHOOL DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been found guilty of any relevant criminal or professional misconduct or incompetence.
- g. The SENDING SCHOOL DISTRICT reserves the right to remove a child from the list of the children covered by this Agreement at any time during the school term.

3. **PAYMENT TERMS:** In full consideration for the educational services to be rendered by the RECEIVING SCHOOL DISTRICT to the SENDING SCHOOL DISTRICT for the period of this Agreement, upon presentment of an invoice by the RECEIVING SCHOOL DISTRICT, the SENDING SCHOOL DISTRICT will pay to the 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, the SENDING 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 the RECEIVING SCHOOL DISTRICT will be paid in accordance with the rates applicable to that current school year. Subject to the foregoing, the parties agree and acknowledge that the tuition rates shall not exceed the following:

- Summer = \$ 14,062; 1:1 Aide = \$2,088
- Ten Months = \$70,308; 1:1 Aide = \$26,212

In the event that a student from the SENDING SCHOOL DISTRICT requires a 1:1 aide, the aide may be provided, with mutual agreement from both parties, in one of the following ways:

1. The RECEIVING SCHOOL DISTRICT will hire and allocate the 1:1 aide and be provided additional compensation as set forth above from the SENDING SCHOOL DISTRICT.

2. The SENDING SCHOOL DISTRICT will hire and allocate the 1:1 aide without any additional compensation to the RECEIVING SCHOOL DISTRICT. The RECEIVING SCHOOL DISTRICT will be responsible for forwarding any timesheets or other documentation regarding the days or hours worked.
3. The SENDING SCHOOL DISTRICT will arrange and pay for a 1:1 aide through a contracted vendor without any additional compensation to the RECEIVING SCHOOL DISTRICT.

Enrollment for any period less than one (1) month shall be prorated. Any overpayments will be reimbursed by RECEIVING SCHOOL DISTRICT to the SENDING SCHOOL DISTRICT.

5. **PAYMENT SCHEDULE:** 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.
6. **STATUS OF EMPLOYEES:** 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 to the extent 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.
7. **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 service provided pursuant to this Agreement.

- b. SENDING SCHOOL DISTRICT shall not incur any charges for any session which RECEIVING SCHOOL DISTRICT, its employees, and/or agents fail to attend for any reason whatsoever.

- 8. **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.
- 9. **SAVE LEGISLATION:** 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.
- 10. **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.
- 11. **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.
- 12. **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. 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.

13. **REPORTS TO SCHOOL DISTRICT:** RECEIVING SCHOOL DISTRICT hereby agrees to furnish written reports of each pupil's educational 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 the 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.
14. **COMMISSIONER VISITS:** RECEIVING SCHOOL DISTRICT shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
15. **AUTHORIZATION OF SCHOOL DISTRICT:** RECEIVING SCHOOL DISTRICT shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SENDING SCHOOL DISTRICT.
16. **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.
17. **STUDENT TRANSPORTATION:** The SENDING SCHOOL DISTRICT shall be responsible for providing all students listed in the Confidential Schedule A to this Agreement with transportation to and from school.
18. **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.
19. **TERMINATION NOTICE:**
  - a. This Agreement may be terminated by either party upon thirty (30) 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 SENDING 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 the SENDING SCHOOL DISTRICT in the event of a material breach by the RECEIVING SCHOOL DISTRICT upon three (3) days' written notice from the SENDING SCHOOL DISTRICT to RECEIVING SCHOOL DISTRICT.
- c. In the event that the RECEIVING SCHOOL DISTRICT terminates this agreement, said termination shall be subject to any pendency rights exercised by the parent(s)/lawful guardian(s) of any students covered by this Agreement.

20. **CONFIDENTIALITY:**

- a. RECEIVING SCHOOL DISTRICT, its employees, and/ or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. RECEIVING SCHOOL DISTRICT, 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. RECEIVING SCHOOL DISTRICT further agrees that any information received by RECEIVING SCHOOL DISTRICT, 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 SENDING SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by RECEIVING SCHOOL DISTRICT, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- b. 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 Educational 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.
- c. Both parties are aware of, and will adhere to, their responsibilities pursuant to Education Law § 2-d and its implementing regulations with respect to the privacy, confidentiality, and protection of student data in any form.

21. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** Both parties further agree that they shall defend, indemnify and hold harmless the other party to the agreement including its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorney fees, judgments, fines and amounts paid in settlement in connection with any action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by either party to the agreement or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

22. **INSURANCE PROVISION:** RECEIVING SCHOOL DISTRICT 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 RECEIVING SCHOOL DISTRICT and SENDING SCHOOL DISTRICT from claims set forth below for which RECEIVING SCHOOL DISTRICT may be legally liable, whether such operations be by RECEIVING SCHOOL DISTRICT 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, RECEIVING SCHOOL DISTRICT hereby agrees to effectuate the naming of SENDING SCHOOL DISTRICT as an unrestricted additional insured on RECEIVING SCHOOL DISTRICT'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 SENDING 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 SENDING SCHOOL DISTRICT. The policy naming SENDING SCHOOL DISTRICT as an additional insured shall:
- a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
  - b. Contain a 30-day notice of cancellation.
  - c. State that the organization's coverage shall be primary coverage for SENDING SCHOOL DISTRICT, its Board, employees and volunteers.
  - d. 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.
  - e. SENDING SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
  - f. The certificate of insurance shall describe the specific services of RECEIVING SCHOOL DISTRICT that are covered by the commercial general liability policy and any umbrella policy.
  - g. RECEIVING SCHOOL DISTRICT agrees to indemnify SENDING SCHOOL DISTRICT for any applicable deductibles.
  - h. Required Insurance:
    - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$3,000,000 aggregate.
    - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
    - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
    - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$3,000,000 aggregate for the professional acts 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 (2) years following the completion of work.

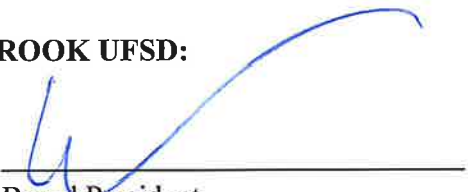
- i. In the event that any of the insurance coverage to be provided by RECEIVING SCHOOL DISTRICT contains a deductible, RECEIVING SCHOOL DISTRICT shall indemnify and hold SENDING SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of RECEIVING SCHOOL DISTRICT.
  - j. RECEIVING SCHOOL DISTRICT shall provide the SENDING SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. RECEIVING SCHOOL DISTRICT 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 RECEIVING SCHOOL DISTRICT to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SENDING SCHOOL DISTRICT sustains as a result of this breach. In addition, RECEIVING SCHOOL DISTRICT shall be responsible for the indemnification to the SENDING SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.
  - k. Prior to commencement of its services, RECEIVING SCHOOL DISTRICT shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
23. **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.
24. **ASSIGNMENT OF CONTRACT:** RECEIVING SCHOOL DISTRICT shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SENDING SCHOOL DISTRICT.
25. **DISCRIMINATION PROHIBITED:** Neither party shall discriminate against any individual on the basis of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or gender identity and will ensure that each individual is afforded equal opportunities without discrimination on the basis of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or gender identity.
26. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York. Both parties consent to the jurisdiction of the Supreme Court, County of Nassau, State of New York or United States District Court for the Eastern District of New York.
28. **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.

- 29. **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, amended or modified except through the mutual written consent of the parties.
- 30. **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.
- 31. **AUTHORITY TO ENTER AGREEMENT:** The undersigned representatives of SENDING SCHOOL DISTRICT and the RECEIVING SCHOOL DISTRICT hereby represent and warrant that they have full legal authority to enter this Agreement and bind the respective parties thereto.
- 32. **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 on the latter date set forth below.

**LYNBROOK UFSD:**

By:   
Board President

Date: 6/14/23, 2023

**VALLEY STREAM UFSD #24:**

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_, 2023

## AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as the “DISTRICT”), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, NY 11581, (hereinafter referred to as the “SCHOOL DISTRICT”) and MANAGEMENT ADVISORY GROUP SPECIAL SERVICES, INC., with offices for the transaction of business located at 385 Main Street, Catskill, New York 12414 (hereinafter referred to as the “CONSULTANT”).

### WITNESSETH

**WHEREAS**, SCHOOL DISTRICT is desirous of engaging a consultant for completing currently due STAC, AVL and HSCAR forms and reviewing and amending its filings for years in which the reimbursement it receives may be re-computed, resulting in supplemental reimbursements to SCHOOL DISTRICT; and

**WHEREAS**, CONSULTANT has experience and an expertise in reviewing and fulfilling the requirements for such filings on behalf of school districts; and

**WHEREAS**, SCHOOL DISTRICT is desirous of retaining the services of CONSULTANT for the purpose of completing current and amending its past STAC, AVL and HSCAR forms with the State Education Department;

**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 of July 1, 2023 Through June 30, 2024, unless terminated earlier, as set forth herein. SCHOOL DISTRICT shall have the option to renew this agreement for an additional one year term upon the adoption of a resolution by SCHOOL DISTRICT authorizing such renewal.

2. **SCOPE OF SERVICES**:

- a. CONSULTANT shall meet with designated administrative staff in SCHOOL DISTRICT for the purpose of obtaining data concerning SCHOOL DISTRICT’s filings. In connection therewith, CONSULTANT shall review and amend SCHOOL DISTRICT’s prior STAC forms, as needed; complete prospective STACs, AVLS and HSCARs; cost out new entrants to the system periodically through the school year; make on-site visits periodically; and work with SCHOOL DISTRICT to obtain approvals for private high cost and residential students. CONSULTANT shall review any and all relevant documentation maintained by SCHOOL DISTRICT in connection with its obligations hereunder.
- b. CONSULTANT shall review all applicable statutes, regulations and/or local laws which might affect the amount of reimbursements to be paid or already paid to SCHOOL DISTRICT.

- c. CONSULTANT shall review any other pertinent information necessary for it to present SCHOOL DISTRICT with a comprehensive analysis, in auditable form, of the STAC re-filing(s) it recommends that SCHOOL DISTRICT pursue.
- d. Upon approval by SCHOOL DISTRICT of the proposed re-filings, CONSULTANT shall submit the proposed re-filings electronically via the STAC system, as required by the State Education Department. In the event the State Education Department requires supplemental information from SCHOOL DISTRICT, CONSULTANT shall compile such supplemental information and present it to the State Education Department on SCHOOL DISTRICT's behalf.
- e. After CONSULTANT has completed the re-filings with the State Education Department, it will periodically review the status of such re-filings and apprise SCHOOL DISTRICT of same.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by CONSULTANT to SCHOOL DISTRICT for the period of this Agreement, SCHOOL DISTRICT will pay CONSULTANT the following rates:

- a. SCHOOL DISTRICT shall pay CONSULTANT an annual consulting fee of \$6,271.00 per year for the services set forth herein. CONSULTANT shall invoice SCHOOL DISTRICT on a monthly basis in twelve (12) equal installments of \$522.58.
- b. If the number of homeless students exceeds (10), a \$50.00 per student annual fee will be assessed.
- c. Payment pursuant to this agreement shall be paid to CONSULTANT within thirty (30) days of receipt of invoice.

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 time sheets and shall identify the names of the students who received services. 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. **CONSULTANT'S RESPONSIBILITIES:**

- a. CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care. Any filings with the State Education Department shall be made in a timely manner so as to maximize the amount of reimbursement, supplemental or otherwise recoverable by SCHOOL DISTRICT.

- b. CONSULTANT shall submit for SCHOOL DISTRICT's approval a proposed schedule for the performance of CONSULTANT's services, which shall include allowances for periods of time required for SCHOOL DISTRICT's review. Time limits established by this schedule as approved by SCHOOL DISTRICT shall not, except for circumstances beyond CONSULTANT's control, be exceeded by CONSULTANT.
- c. CONSULTANT represents and warrants the following to SCHOOL DISTRICT as an inducement to SCHOOL DISTRICT's execution of this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:
  - i. that it and its Sub-consultants are financially solvent, able to pay all debts as they mature and are possessed of sufficient working capital to perform all of the obligations it has assumed pursuant to this agreement;
  - ii. that it is able to furnish the materials and labor required to perform the obligations it has assumed pursuant to this agreement;
  - iii. that it is authorized to do business in the State of New York and the United States;
  - iv. that its execution of this Agreement and its performance thereof is within its duly authorized powers;
  - v. that it possesses a high level of experience and expertise in the area of filing for reimbursement with the New York State Education Department and that it will exercise such expertise in fulfilling the obligations it has assumed in this agreement.
- d. CONSULTANT agrees to keep the information given to it by SCHOOL DISTRICT confidential and shall not release and/or publish said information to third parties without the prior consent of SCHOOL DISTRICT and/or by reason of a lawful order by a court of competent jurisdiction. Nothing contained in this paragraph shall prevent CONSULTANT from releasing information to the New York State Education Department in connection with the services to be rendered hereunder.

6. **SCHOOL DISTRICT'S RESPONSIBILITIES:**

- a. SCHOOL DISTRICT will provide the necessary information and documents as needed for the delivery of service, including but not limited to: password and user name for the STAC website with authorization to add, amend and withdraw STACs and complete online AVLs; password and user name for SCHOOL DISTRICT's special education software with authorization to create and save reports, view related services and demographics; special education staff salaries and benefits in order to cost out in-District students.

- b. For visits exceeding two times per year, travel expenses to include mileage reimbursement at the IRS rate, tolls and meals, if applicable.
7. **INDEPENDENT CONTRACTOR:** All employees of CONSULTANT shall be deemed employees of CONSULTANT for all purposes and CONSULTANT alone shall be responsible for their work, personal conduct, direction, and compensation. 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 relationship to SCHOOL DISTRICT shall, during the periods of its 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 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 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.
8. **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 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.
9. **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.
10. **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.

11. **COMPLIANCE WITH LAW:** CONSULTANT 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. CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 CONSULTANT 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. **COMMISSIONER VISITS:** CONSULTANT shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. **AUTHORIZATION OF SCHOOL DISTRICT:** CONSULTANT shall coordinate all instruction 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 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:**
  - a. SCHOOL DISTRICT hereby reserves the right to terminate this agreement upon sixty (60) days' notice of termination. In such event, CONSULTANT shall only be entitled to payment for services rendered up to the effective date of termination.
  - b. SCHOOL DISTRICT hereby reserves the right to terminate this agreement in the event CONSULTANT materially breaches the terms of this Agreement. In such event, SCHOOL DISTRICT shall notify CONSULTANT within three (3) days of its intention to terminate this agreement.
17. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** CONSULTANT 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 CONSULTANT is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, CONSULTANT 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 CONSULTANT, SCHOOL DISTRICT reserves the right to immediately cease contracting with CONSULTANT.

CONSULTANT 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 Individual 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, CONSULTANT 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.

**18. CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS:**

- a. 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 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, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
- b. CONSULTANT 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"). CONSULTANT 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. CONSULTANT 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 CONSULTANT for all employees who will receive personally identifiable information from student records(hereinafter referred to as "student data").
- d. CONSULTANT understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-3, CONSULTANT 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 (10) days of execution of this Agreement and shall include:
- i. the exclusive purposes for which the student data will be used;
  - ii. how CONSULTANT will ensure that subcontractors, persons or entities that CONSULTANT 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, CONSULTANT shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps CONSULTANT 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, CONSULTANT shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.
- f. In the event that CONSULTANT 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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.

**19. 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.

20. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, CONSULTANT 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 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.

21. **INSURANCE:**

- a. 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 Additional Insured on CONSULTANT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
- b. The policy naming 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 the organization's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
  - iii. Additional insured status shall be provided by standard or other endorsements that extend coverage to SCHOOL DISTRICT (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with SCHOOL DISTRICT. A completed copy of the endorsements must be attached to the Certificate of Insurance.
  - iv. The certificate of insurance must describe the services provided by CONSULTANT that are covered by the liability policies.
  - v. At SCHOOL DISTRICT's request, CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, CONSULTANT will provide a copy of the policy endorsements and forms.
- c. CONSULTANT agrees to indemnify SCHOOL DISTRICT for applicable deductibles and self-insured retentions.

d. **Minimum Required Insurance:**

i. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate. The general aggregate shall apply on a per-project basis (where applicable).

ii. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

iii. **Workers' Compensation/NYS Disability Insurance/NYS Paid Family Leave**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance/NYS Paid Family Leave (DB-120.1) 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 person seeking an exemption must file a CD-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 the consultant performed under the contract for the 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 completion of work.

v. **Umbrella/Excess Insurance**

\$3,000,000 million per occurrence/\$3,000,000 aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

- e. CONSULTANT acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. CONSULTANT is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

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 (w) days after mailing. Notice shall be delivered or mailed to:

Management Advisory Group Special Services, Inc.  
385 Main Street  
Catskill, New York, 12414

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

23. **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.
24. **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, 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.
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 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 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 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:** CONSULTANT represents and warrants: 1) that CONSULTANT 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 CONSULTANT has 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 CONSULTANT hereby represents and warrants that the undersigned is an officer, director, or agent of CONSULTANT with full legal rights, power and authority to enter into this Agreement on behalf of CONSULTANT and bind CONSULTANT with respect to the obligations enforceable against CONSULTANT 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 SCHOOL DISTRICT 24

Date: \_\_\_\_\_

By: \_\_\_\_\_

MANAGEMENT ADVISORY GROUP SPECIAL SERVICES, INC.

Date: 6/19/23

By: 

**AGREEMENT  
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of \_\_\_\_\_, 2023, by and between the Valley Stream Union Free School District #24 (“District”) and Management Advisory Group Special Services, Inc. (“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 technology<sup>1</sup> 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

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<sup>1</sup> 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.



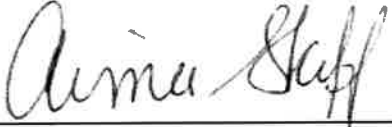
information from PII Data by the Contractor or the Contractor's officers, employees, assignees or subcontractors, the Contractor must reimburse the District for all the District's costs associated with the District's obligation to notify the State's chief privacy officer, parents, students, teachers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

MANAGEMENT ADVISORY GROUP  
SPECIAL SERVICES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_ 6/19/23 \_\_\_\_\_

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## Parents' Bill of Rights for Data Privacy and Security

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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](mailto: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](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)*. **SEE ATTACHED CONTRACT**

(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 (*describe the location in a manner that protects data security*). Contractor represents that the following security protections, including encryption where applicable, will be in place to ensure that PII Data is protected. (*Describe the following in further detail, as applicable*): **SEE ATTACHED CONTRACT**

- Password protections
- Administrative procedures
- Encryption while PII is in motion and at rest
- Firewalls

### **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*): **SEE ATTACHED CONTRACT FOR ITEMS NOT COMMENTED ON BELOW**

- (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:
  
- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information:
  
- (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:
  
- (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 new hires receive data safety training shortly after start and all employees receive said training annually**
  
- (v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows:  
**MAG does not use subcontractors**
  
- (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:
  
- (vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows:



Management Advisory Group Special Services, Inc.  
*Educational and Administrative Consultants*  
“Doing It Better for Less”

Chairman of the Board  
*Dr. Timothy P. Clay*

Phone (518) 943-0708  
Fax (518) 943-5632

President & CEO  
*Aimee Skiff*

**Data Privacy and Security Plan**

1. **PROTECTION OF CONFIDENTIAL DATA** - At all times during the Term of this Agreement, with respect to all services provided by MAG, MAG shall comply with any and all local, state, and federal rules, regulations, and laws pertaining to the confidentiality of medical, personal, and other information, including but not limited to: the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economics and Clinical Health Act of 2009 (HITECH), and the regulations promulgated thereunder; and as set forth in this Agreement. MAG shall treat all matters and information related to the District’s students as confidential information belonging solely to the District, to be utilized by MAG solely for the purposes of this Agreement or as instructed by the District.

MAG shall provide its services under this Agreement in a manner which protects Student Data (as defined by 8 NYCRR §121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR §121.1(r)) (hereinafter “Confidential Data”) in accordance with the requirements articulated under Federal, State and local laws and regulations, including but not limited to the following:

- A. MAG will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- B. MAG will comply with the School District Data Security and Privacy Policy, Education Law §2-d, and 8 NYCRR §121.
- C. MAG will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- D. MAG will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- E. MAG will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- F. MAG will maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody.

G. MAG will use encryption to protect personally identifiable information in its custody while in motion or at rest.

H. MAG will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

To the extent such requirements related to the data security and privacy of student and/or teacher and/or principal data, as defined by New York State Law, conflict with the MAG's Privacy Policy or other policies or procedures related to data security and privacy, the requirements of this Agreement shall control.

2. **DATA BREACH** - In the event that Confidential Data is accessed or obtained by an unauthorized individual, MAG shall provide notification to the District without unreasonable delay and not more than seven (7) calendar days after the discovery of such breach. MAG shall follow the following process:
  - A. The security breach notification shall be titled "Notice of Data Breach", shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident and the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of MAG's investigation or plan to investigate; and contact information for representatives who can assist the District with additional questions.
  - B. Where a breach or unauthorized release of Confidential Data is attributed to MAG and/or a subcontractor or affiliate of MAG, MAG shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
  - C. MAG shall cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

MILL NECK MANOR SCHOOL FOR THE DEAF  
2023-2024 SERVICE AGREEMENT  
4201 SCHOOL

THIS AGREEMENT made this 26 day of June 2023 by and between Valley Stream UFSD #24 (hereinafter referred to as the "SCHOOL DISTRICT"), having its principal place of business located at 50 Hungry Harbor Road, Valley Stream, NY 11581 and Mill Neck Manor School for the Deaf hereinafter referred to as the SERVICE PROVIDER having its principal place of business for purposes of this Agreement at 40 Frost Mill Road, P.O. Box 12, Mill Neck, New York, 11765.

WITNESSETH:

**WHEREAS**, School Districts are authorized by law to contract with institutions within the State of New York for the instruction of disabled children in those situations where the School District is unable to provide for the education of certain or all disabled children in classes in the public schools; and

WHEREAS, SERVICE PROVIDER is a school 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 deaf / hearing impaired / communicatively impaired /multiple disabilities); and

WHEREAS, the School District desires that SERVICE PROVIDER provide instruction to the students enrolled in the program(s) operated by SERVICE PROVIDER; and

WHEREAS, SERVICE PROVIDER warrants that it has reviewed the individualized education program ("IEP") of each pupil to be enrolled in its program(s), and represents that it will provide the level of services identified in the IEP to meet the needs of such children; and

WHEREAS, SERVICE PROVIDER is capable of and willing to provide the within services in accordance with the students' IEPs to the 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. (Summer Program is paid directly to us by New York State.)



## 2. SCOPE OF SERVICES:

a. SERVICE PROVIDER shall provide adequate instruction, related services and/or a facility to students listed in Appendix A 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 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 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;

## 3. PAYMENT SCHEDULE:

a. In full consideration for the educational services to be rendered by SERVICE PROVIDER to the School District for the period of this Agreement, the School District will pay to SERVICE PROVIDER, for each child, at a per pupil charge (PPC) set by the Commissioner of the New York State Education Department. If the PPC for this school year is not available at the beginning of this school year, the SCHOOL DISTRICT shall pay the PPC applicable to the previous school year until new PPC is 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. The SCHOOL DISTRICT shall retroactively pay SERVICE PROVIDER any underpayment for that current school year in accordance with the new PPC or any overpayments will be reimbursed by SERVICE PROVIDER to the SCHOOL DISTRICT for that current school year. The SERVICE PROVIDER shall take all reasonable measures to provide documentation and cooperate in assisting the SCHOOL DISTRICT 's recovery of reimbursement from the State for charges in connection with this Agreement.

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(s) and is a resident of the SCHOOL DISTRICT, or was appointed to the SERVICE PROVIDER's program

while a resident of the District, or until such time as the student is withdrawn from such program(s) in accordance with the termination provision herein.

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 attendance sheets, 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, but only as to the amount in dispute, pending the resolution of this dispute. Failure to dispute invoices shall not be construed as a waiver of the SCHOOL DISTRICT's right to pursue action in law or equity. The SCHOOL DISTRICT reserves all common law rights to set off.

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: Except for the cost of District-mandated augmentative communication devices, or tuition to attend an agreed upon BOCES program, 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. 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.

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 service provided pursuant to this Agreement.

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 billings for students placed with SERVICE PROVIDER. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by SCHOOL DISTRICT, in accordance with New York State Education Law § 4201 and pursuant to students' appointment by the Commissioner of Education.

10. LICENSE AND AUTHORIZATION: SERVICE PROVIDER warrants that it is duly 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 or by persons otherwise qualified to provide services in accordance with all applicable laws and regulations. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license or other qualifications as required by Federal, State or local statutes, rules, regulations and orders. In the event the required license and/or certification of any licensed individual provided to the SCHOOL DISTRICT by SERVICE PROVIDER under this Agreement is revoked, terminated, suspended or otherwise impaired, the SERVICE PROVIDER shall immediately notify the SCHOOL DISTRICT. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT, upon request, 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. SERVICE PROVIDER shall maintain records that document the provision of related services and, upon request, will provide the SCHOOL DISTRICT with a verification log that confirms the start and end time of all services. Session notes shall be kept for each session of related services and provided to the SCHOOL DISTRICT upon request.

11. SAVE LEGISLATION: 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 applicable 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 that are required by law and are 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, upon request, will submit a complete roster of names and social security numbers for all applicable service providers who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT's verification of such providers' clearance status.

12. ATTENDANCE RECORDS: SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month upon request. 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 obtain releases or other legal documents that are necessary in order that SERVICE PROVIDER 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 SERVICE PROVIDER. Any failure to carry out such responsibility once notice has been given 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.

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. 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.

15. REPORTS TO SCHOOL DISTRICT: SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational 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 reasonably required by the 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 reasonably required by SCHOOL DISTRICT.

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

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

18. SCHOOL GROUNDS & RULES: It is understood and agreed that while on school district 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.

19. 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 the SCHOOL DISTRICT including but not limited to SED.

20. TERMINATION NOTICE: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party but only to the extent it is in compliance with the students' IEP's and in accordance with all applicable Federal and State laws and regulations.

21. CONFIDENTIALITY: SERVICE PROVIDER agrees that any information received by SERVICE PROVIDER, its employees, contractors, consultants, 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, contractors, consultants, agents, clients, and/ or students will be treated by SERVICE PROVIDER, its employees, contractors, consultants and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. Service Provider shall comply with the provisions of the Family Educational Rights and Privacy Act (20 USC.232) The parties further agree that the terms and conditions set forth herein shall survive the expiration and/ or termination of this Agreement.

22. HIPAA: 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

23. INDEMNIFICATION and HOLD HARMLESS PROVISION: The SERVICE PROVIDER further agrees to defend, indemnify and hold harmless the SCHOOL DISTRICT , its Board of Education, agents, officers, trustees, attorneys and employees, all in their individual and corporate capacities, from and against any and all claims, damages, losses, liabilities, deficiencies, actions, judgments, interest, awards, penalties, settlements, fines costs or expenses of whatever kind, including but not limited to attorneys' fees, arising out of or resulting from the performance 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. An applicable insurance endorsement, naming the SCHOOL DISTRICT as an additional insured, shall be submitted to the SCHOOL DISTRICT by the SERVICE PROVIDER upon execution of this Agreement.

24. INSURANCE PROVISION: SERVICE PROVIDER 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 SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER 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, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT/BOCES, its employees and volunteers as an unrestricted additional insured on SERVICE PROVIDER'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 policy naming SCHOOL DISTRICT as an additional insured shall:

- a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- b. Contain a 30-day notice of cancellation.
- c. State that the organization's coverage shall be primary coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- e. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles.
- f. Required Insurance:
  - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
  - iv. Professional Errors and Omissions Insurance: \$2,000,000 aggregate for the professional acts of the consultant 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 (2) years following the completion of work.

g. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER 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.

h. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

25. 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:

**Mill Neck Manor School for the Deaf  
ATTN: Dr. Bradley Porche' – Executive Director of Education  
40 Frost Mill Road  
Mill Neck, NY 11765**

Notice shall be delivered or mailed to:

<b>School District:</b>	<b>Valley Stream UFSD #24 Office of Pupil Services Robert W. Carbonaro School</b>
<b>Address:</b>	<b>50 Hungry Harbor Road</b>
<b>City, NY zip code:</b>	<b>Valley Stream, NY 11581</b>

26. ASSIGNMENT OF CONTRACT: 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 and as applicable SED.

27. DISCRIMINATION: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

28. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York and applicable federal laws and regulations. Any litigation arising out of this Agreement shall be conducted in appropriate courts of the State of New York Nassau County and Suffolk County or the federal court having jurisdiction.

29. 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.

30. 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.

31. 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.

32. 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.

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

34. NONWAIVER: 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 will constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

35. CHARTER: SERVICE PROVIDER shall maintain its charter as an approved educational program from the Regents of the University of the State of New York. 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.

36. AUTHORITY 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.

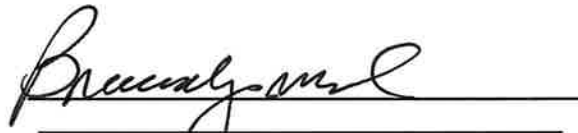
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Date: \_\_\_\_\_, 2023

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
District Name: Valley Stream UFSD #24

Date: June 20, 2023



Bradley Porche – Executive Director of  
Education  
Mill Neck Manor School for the Deaf

**SPECIAL EDUCATION SERVICES CONTRACT**  
**Education Law § 4401(2)(e)**

This Agreement is entered into this 1<sup>st</sup> 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 NYSARC, Inc. NYC Chapter d/b/a AHRC New York City (hereinafter the "SCHOOL"), having its principal place of business for the purpose of this Agreement at 83 Maiden Lane, New York, NY 10038.

W I T N E S S E T H

WHEREAS the DISTRICT is authorized under the Education Law to contract with private, non-residential schools within the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

WHEREAS, the SCHOOL is a private, non-residential school within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

The term of this Agreement shall be from July 1, 2023 through August 30, 2023 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 SCHOOL shall include, but not be limited to the following:
  - Instructional Services;
  - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
2. The SCHOOL shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by the SCHOOL 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 the DISTRICT to the SCHOOL upon any modification of a student's IEP.

4. The SCHOOL 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.
  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. The SCHOOL 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. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL 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 the execution of this Agreement, the SCHOOL 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 the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
  9. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
  10. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
  11. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
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12. The SCHOOL 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. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
  13. 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.
  14. 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).
  15. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
  16. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
  17. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
  18. 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, the SCHOOL shall promptly give written notice of same to the DISTRICT.
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19. Insurance:

- a. The SCHOOL, 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.

SCHOOL 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 SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the SCHOOL 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 SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education.
2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which

payment is being requested, and a breakdown of the total amount due for the period specified.

3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
4. The DISTRICT shall give the SCHOOL 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.

D. MISCELLANEOUS:

1. Termination:

- a. Either the DISTRICT or the 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.
- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- c. In the event the DISTRICT or the SCHOOL 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. SCHOOL 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 SCHOOL 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. The SCHOOL 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 SCHOOL, 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 SCHOOL, 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: Director of Pupil Services  
Valley Stream UFSD 24  
50 Hungry Harbor Road  
Valley Stream, New York 11581

To School: AHRC New York City  
83 Maiden Lane  
New York, NY 10038

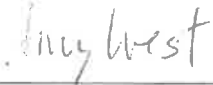
5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right 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.

**AHRC NEW YORK CITY**

**VALLEY STREAM UFSD 24**

  
\_\_\_\_\_  
By: Amy West, CFO

\_\_\_\_\_  
By: President, Board of Education





**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 UNITED CEREBRAL PALSY ASSOCIATION OF NASSAU COUNTY, INC. (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 380 Washington Avenue, Roosevelt, New York 11575.

**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:**

- a. SERVICE PROVIDER shall provide adequate instruction, related services and/or a facility to students enrolled at SERVICE PROVIDER's facility during the school year.

- b. The education provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with all applicable Federal, State and local statutes, rules and ordinances, including, but not limited to, the Regulations of the Commissioner of Education of the State of New York.
- c. SERVICE PROVIDER shall provide services in accordance with the State Education's regulations, using only professionals certified by the New York State Education Department. The residential treatment and educational services provided shall be appropriate to the mental ability and physical condition of the children, and in accordance with the Commissioner's Regulations. In the event a child with an identified handicapped condition is placed with SERVICE PROVIDER, SERVICE PROVIDER shall provide the following services consisting of, but not limited to, the following: the completion of progress reports regarding student achievement of objectives as per report card schedules; 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; complete evaluations as per the request of the Director of Special Education on an as needed basis; comply with any testing requirements upon notification of such review dates. All services shall be provided in strict compliance with the student's IEP. SERVICE PROVIDER shall provide SCHOOL DISTRICT with a copy of any progress reports, testing and/or observation reports prepared in connection with the students served.
- d. SERVICE PROVIDER further agrees that all disciplinary measures for students will be conducted in accordance with applicable Federal, State, and local laws, rules and regulations.

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.

**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:

United Cerebral Palsy Association of Nassau County, Inc.  
380 Washington Avenue  
Roosevelt, New York 11575

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

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

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

34. **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.

35. **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 the 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.

36. **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: \_\_\_\_\_

UNITED CEREBRAL PALSY ASSOCIATION OF  
NASSAU COUNTY, INC.

Date: 6/27/23

By:  \_\_\_\_\_

Gordon M. Siess, CPA, Chief Financial Officer

**AGREEMENT  
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of \_\_\_\_\_, 2023, by and between the Valley Stream Union Free School District #24 (“District”) and United Cerebral Palsy Association of Nassau County, Inc. (“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 technology<sup>1</sup> 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

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<sup>1</sup> 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

UNITED CEREBRAL PALSY ASSOCIATION  
OF NASSAU COUNTY, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

Gordon M. Siess, CPA  
Chief Financial Officer

DATE: \_\_\_\_\_

DATE: 6/27/23 \_\_\_\_\_



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## Parents' Bill of Rights for Data Privacy and Security

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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](mailto: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](http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_2.pdf)

Acknowledged by:

  
Gordon M. Siess, CPA, CFO

United Cerebral Palsy Assoc.  
of Nassau County, Inc.

  
Date 6/27/23

### 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: *(See attached)*.

(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 (*see attached*). Contractor represents that the following security protections, including encryption where applicable, will be in place to ensure that PII Data is protected. (*See attached*):

- Password protections
- Administrative procedures
- Encryption while PII is in motion and at rest
- Firewalls

**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 life of the contract.

Data security for CLC is implemented by the IT department in conjunction with an outside contractor to meet all HIPA and FERPA requirements. Outside vendor Frontline, used for IEP viewing and development, is also required to meet all student privacy and data security requirements.

Initial AMS

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.

Student Data will be used solely to assess and evaluate the student for determining appropriate services.

Initial AMS

3. Data Accuracy/Correction Practices

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

Writing a letter laying out their concerns and scheduling a meeting to review data for accuracy.

Initial AMS

4. Subcontractor Oversight Details

- a. This contract has subcontractors: Yes \_\_\_\_\_ No

- 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 AMS

5. Security Practices

- a. Where is the data stored? (described in such a manner as to protect data security)  
Files are stored in a locked file room.
- b. The security protection practices taken to ensure data will be protected include:

Student files are kept in locked file room in the front school office. IEP electronic data are stored according to accepted security standards for maintaining student data.

Initial GM

6. Contract Lifecycle Practices

- a. The agreement expires \_\_\_\_\_
- b. When the agreement expires,
  - i. How long is the student data [or teacher or principal data] retained?  
For 7 years past graduation date.
  - ii. How is the student data disposed? \_\_\_\_\_

Initial GM

7. Encryption Practices

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

Yes  No \_\_\_\_\_

Initial GM

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  No \_\_\_\_\_

Initial GM

United Cerebral Palsy Association of Nassau County

Company Name

Gordon M. Siess, CPA, Chief Financial Officer

Print Name and Title

  
Signature of Provider

6/27/23  
Date

Return to:  
XXXXXX

**School Nutrition Programs  
VENDOR CONTRACT  
between**

**Valley Stream Union Free School District  
No. 24**

*Name of School Food Authority (“SFA”)*

and **Whitsons Food Service (Bronx), LLC**

*Name of Company (“Vendor”)*

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*Child Nutrition Agreement #*

*Address:* 75 Horton Avenue  
Valley Stream, NY 11581-1420  
Attn: Dr. Jack Mitchell  
*Phone:* 516-434-2831  
*Email:* jmitchell@vs24.org

*Address:* 1800 Motor Parkway  
Islandia, NY 11749  
*Phone:* 631-424-2700 Ext 238  
*Email:* [burnupp@whitsons.com](mailto:burnupp@whitsons.com)

Any notices to the Vendor shall also be sent to the same address, attention: Legal Dept.  
Email: [legal@whitsons.com](mailto:legal@whitsons.com)

**I. Purpose and Term**

SFA published a request for proposals for prepackaged frozen breakfast and school lunches for the school year from July 1, 2023 through June 30, 2024 (the “**RFP**”), pursuant to which Vendor submitted a proposal (the “**Proposal**”). SFA selected Vendor to provide frozen breakfast and school lunches on the terms described in the RFP, the Proposal and herein.

SFA hereby agrees to purchase from Vendor, and Vendor hereby agrees to provide to SFA, the breakfasts, lunches, and/or afterschool snacks that are indicated in Section III below (collectively referred to in this contract as the “**vended meals**”), as part of the respective United States Department of Agriculture (USDA) School Nutrition Programs, all in accordance with the terms of this contract and applicable USDA regulations.

Vendor will provide the vended meals to the SFA school sites listed on the attached **Schedule A**. SFA will give Vendor **30** days’ advance written notice of any change to the sites or other information listed on **Schedule A**.

This contract is effective for the period commencing July 1, 2023 and ending June 30, 2024 (the “Initial Term”), unless terminated earlier as provided herein; it being understood, however, that the first day that vended meals will be delivered hereunder is September 1, 2023.

This contract may be renewed by mutual written agreement of the SFA and Vendor for up to four (4) additional periods of one (1) year each, subject to the following limitations:

- a. Each renewal shall be awarded by resolution of the SFA upon a finding that the services are being performed in an effective and efficient manner;
- b. The contract shall not be renewed or extended so that it runs for more than a total of five consecutive years;

- c. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or renewal, but each annual adjustment shall not exceed the annual percentage increase in the New York-Northeastern-New Jersey Consumer Price Index for all Urban Consumers, Food Away from Home, for the 12 months preceding the most recent index available at the time the contract is renewed; and
- d. The terms and conditions of this contract shall remain substantially the same.

## II. School Calendar

Vendor will provide the vended meals daily, Monday through Friday, on days when schools are in session according to SFA's school year calendar, as attached to the RFP as Exhibit 4. Vended meals will be delivered Monday through Thursday on the day prior to the day they are intended to be served, between 12:00PM and 2:00PM. SFA will not be responsible for receiving or paying for vended meals (i) on days when schools are closed, as shown on SFA's school year calendar; (ii) on any planned non-serving day that is not shown on SFA's school year calendar, provided SFA notifies Vendor (by email) at least **ten (10)** days in advance of such date; and (iii) on days when schools are closed due to inclement weather, provided Vendor has been notified of such closing at least two (2) hours prior to the scheduled delivery of the vended meals.

## III. Meal Requirements

Under this contract, Vendor will provide (SFA - check all that apply):

Lunches meeting National School Lunch Program requirements set forth in 7 CFR Section 210.10.

Breakfasts meeting School Breakfast Program requirements set forth in 7 CFR Section 220.8.

Afterschool snacks meeting Afterschool Care Snacks requirements set forth in 7 CFR Section 210.10.

All vended meals will be prepared following the Food-Based Menu Planning approach under USDA regulations, and will conform to the applicable meal pattern requirements set forth in the RFP.

## IV. Milk

(SFA - check one)

All vended meals supplied by Vendor will **include milk**.

Vendor will supply all vended meals **without milk**, which SFA will purchase separately.

## V. Menus

Vendor will initially supply vended meals in accordance with the cycle menu that was included in the bid or proposal that Vendor submitted to SFA for the award of this contract. Vendor will provide SFA

with subsequent menus prepared on a monthly basis at least twenty-one (21) days in advance of their effective dates.

## VI. Orders

(SFA - check one)

SFA will order vended meals on a weekly basis by notifying Vendor by email on each Monday for the following week of the numbers of each type of vended meal needed for each day of the following week. SFA shall be required to order a minimum of 1,035 breakfast and 6,840 lunch meals per school day per year, including summer session (but excluding half days as indicated on school calendar) (the "**Anticipated Quantities**").

SFA will order vended meals on a daily basis by notifying Vendor by [phone/email] not later than \_\_\_\_\_ of the numbers of each type of vended meal needed for [that day] [the following day].

The SFA may increase or decrease the number of each type of vended meal ordered by notifying Vendor by email not later than forty-eight (48) hours prior to the scheduled delivery date. In the event the actual quantities of vended meals ordered by SFA in any given week fall below the Anticipated Quantities, as set forth above, Vendor reserves the right to increase its charge on such vended meals, and SFA shall pay such increased charge upon invoicing therefor.

## VII. Packaging; Equipment

(SFA - check one)

Vendor will provide all vended meals as individual, unitized meals packaged in sealed, leak-proof containers suitable for transport.

Vendor will provide vended meals in bulk quantities, accompanied by written instructions listing the planned portion size to be served of each food component in order to meet the applicable meal pattern requirements.

All vended meals supplied by Vendor will include the following:

(SFA - check all that apply)

Eating utensils

Condiments

Paper goods

Styrofoam goods

Serving utensils and trays



- Other (specify): Vendor will provide, on loan to the SFA, the equipment listed on **Schedule B** hereto (the “**Equipment**”) to enable the Locations’ staff to re-thermalize and/or refrigerate all vended meals on location prior to service. SFA shall be solely responsible for installing and providing electricity to the Equipment. The Equipment shall remain the sole property of Vendor and shall be returned to Vendor, at SFA’s expense, in good working order and repair (reasonable wear and tear excepted) at expiration or termination of this contract. In the event the Equipment is damaged, destroyed or lost for any reason while in the custody, possession or control of the SFA, or is not otherwise returned to Vendor upon expiration or termination of this contract, the SFA shall reimburse Vendor for the full replacement value of the Equipment at prevailing market rate promptly upon presentment of an invoice therefor.

### VIII. Delivery

(SFA - check one)

- On the day before the day of service, between the hours of 7:00AM and 11:00AM, Vendor will deliver vended meals in separate, suitable transport cartons for each meal type, to each SFA vended site indicated on **Schedule A**. Vendor will be responsible for the condition and care of vended meals until SFA accepts delivery. Vended meals will be delivered cold, and SFA shall be solely responsible for re-thermalizing the vended meals on the day of service. Vendor will prepare a daily delivery slip for each SFA vended site. An authorized SFA representative will count and verify all vended meals upon receipt at each SFA vended site, and note any discrepancies on the daily delivery slip.
- Vendor will load vended meals in separate, suitable transport cartons for each meal type, to be picked up by SFA not later than \_\_\_\_\_ each day. Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until picked up by SFA. Vendor will prepare a daily delivery slip and an authorized SFA representative will count and verify all vended meals at pick up, and note any discrepancies on the daily delivery slip.

### IX. Charges and Billing

SFA will pay the following charges for vended meals that meet School Nutrition Programs requirements and are provided in accordance with this contract:

Breakfast:	\$ 2.3071
Lunch	\$ 3.5271
Snack	\$ N/A

Vendor will submit a written invoice to SFA on a weekly basis, listing the numbers and types of vended meals provided on each day of the preceding week, the weekly total for each type of vended meal provided, and their respective unit prices. The invoice shall also list any other food or supplies delivered to SFA by Vendor.

SFA agrees to pay each such invoice, in full, within thirty (30) days of receipt of invoice. Any payment that is not timely made shall be subject to interest charges. Interest shall accrue on the amount past due from the due date until full payment is received, at the rate of one and one-half percent (1 1/2%) per calendar month or at any such lesser amount as is required by law; provided, however, that no such interest shall be paid out of the non-profit food service account.

SFA will not pay for vended meals that are spoiled or unwholesome at the time of delivery, or that otherwise fail to meet the terms of this contract, provided, however, that no deduction shall be made unless SFA shall have given Vendor written notification within twenty-four (24) hours of the meal delivery for which the deduction is to be made, specifying the number of meals for which the SFA intends to deduct payment and setting forth the reasons for the deduction.

Some of the vended meals covered by SFA's purchase orders hereunder may be "Perishable Agricultural Commodities" within the meaning of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)) ("**PACA**"). Where applicable, (a) vended meals that are sold pursuant to this contract are sold subject to the statutory trust authorized by section 5(c) of PACA and (b) Vendor retains a trust claim over these commodities and all inventories of food or other products derived from these commodities until full payment from SFA is received.

## **X. Health and Sanitation**

Vendor will maintain applicable state and local health certifications for all facilities in which meals are prepared for SFA. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

Vendor will follow applicable Hazard Analysis Critical Control Point (HACCP) procedures in the preparation and delivery of vended meals for SFA.

## **XI. Recordkeeping and Availability of Records**

- A. Vendor will keep and maintain all HACCP food safety records, including HACCP process, and time and temperature monitoring.
- B. Vendor will provide production and menu records relating to vended meals as needed in connection with any administrative review of SFA's school meal service, and for nutrient analysis under USDA School Meal Initiative (SMI) procedures, including the following: detailed production records; dated menus; recipes or nutrient fact sheets for all menu items served as part of reimbursable vended meals; and USDA bread and grain chart.
- C. Vendor agrees to grant representatives of SFA, the New York SED, USDA, and the U.S. General Accounting Office access to any of its books, documents, papers and records directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. Vendor will retain all required records for a period of three (3) years after SFA makes final payment under this contract and all other pending matters are closed.

## **XII. Additional Vendor Responsibilities**

Vendor agrees to comply with the following USDA regulatory requirements, if applicable:

- A. Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330), as supplemented by U.S. Department of Labor regulations (29 CFR Part 5) [contracts in excess of \$2,500 which involve employment of mechanics or laborers].
- B. All applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15) [contracts in excess of \$100,000].
- C. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- D. All applicable certification requirements under 41 USC 1352, Byrd Anti-Lobbying Amendment [contracts in excess of \$100,000], guaranteeing that it has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, in connection with obtaining the contract, grant or any other award.
- E. Affirmative steps to assure that small and minority firms, women's business enterprises and labor surplus area firms are used when possible as a source of suppliers in accord with 7 CFR 3016 or 7 CFR 3019.
- F. All applicable Equal Employment Opportunity standards and orders under 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor and Executive Order 11246, as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity.
- G. Buy American standards, requiring the purchase of only agricultural commodities that are produced in the United States, to the maximum extent practicable.

### **XIII. Nonperformance or Noncompliance**

In the event of a party's nonperformance under this contract and/or its violation or breach of the contract terms, the other party shall have the right to pursue all administrative, contractual, and legal remedies against the non-performing party and shall have the right to seek all sanctions and penalties as may be appropriate.

### **XIV. Termination; Force Majeure**

Each party may cancel this contract for any reason by giving 60 days' written notification to the other party. If the termination is for cause, the notice shall specify the nature of the cause for termination; provided that, if the defaulting party has cured the default within such 60-day notice period, the notice shall be deemed withdrawn and this contract shall remain in effect.

The foregoing notwithstanding, neither party shall be liable to the other for any delays or failure to perform (other than a payment obligation) due to causes beyond its reasonable control including, but not limited to, acts of god, government restrictions or action or inaction, war (declared or undeclared) or acts of war, insurrections, acts of terrorism, natural disasters (such as, for example, earthquakes, tornados, hurricanes or floods), riots or other major upheavals, performance failures of parties outside the reasonable control of the contracting party (such as major disruptions in utilities or

communications services), labor disruptions, or any other cause (each a “**force majeure event**”) beyond the reasonable control of the party whose performance is affected. The party affected by the event of force majeure shall promptly notify the other party in writing of the occurrence of such event. The foregoing notwithstanding, the party not affected by the event of force majeure may terminate this contract, immediately upon written notice to the other, if the force majeure event and the failure of performance continues for more than sixty (60) days. Neither party shall be liable for any loss or penalty upon such termination, except SFA shall pay Vendor for vended meals delivered in accordance with this contract prior to the termination date.

## **XV. Insurance; Indemnification**

1. **Insurance**. During the term of this contract, Vendor will maintain the insurance coverage set forth below.

General Liability coverage must be provided by a Commercial General Liability Policy on an occurrence basis only. Claims-made basis will not be acceptable.

- A. **Comprehensive General Liability and Property Damage Insurance** in the amount of \$1,000,000 for each injury to or death of any one person, \$1,000,000 for each accident or occurrence for bodily injury or death, and \$1,000,000 for each accident or occurrence for property damage.
- B. **Product Liability**: Vendor will supply satisfactory evidence of products and complete operations insurance in the amount of \$1,000,000.
- C. **Contractual Liability**: Vendor will supply satisfactory evidence of insurance in the amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury as well as \$1,000,000 each occurrence and \$2,000,000 general aggregate for Property Damage.
- D. **Warehouse Legal Liability Insurance**: Liability Insurance in the amount of \$1,000,000 for the loss of merchandise owned by the SFA while held under Vendor's control including commodities.
- E. **Umbrella Excess Liability**: Vendor will provide evidence of \$5,000,000 coverage over primary insurance per occurrence.
- F. **Workmen's Compensation Coverage**: The Vendor shall accept insofar as the workers covered by this contract are concerned, the statutory provision of New York Workers' Compensation Law any supplements or amendments thereto, and will insure its liability there under, and furnish proof thereof to the SFA or file with the State of New York a certificate of exemption from insurance from the Workers' Compensation Board of the New York State Department of Labor.
- G. **Business Auto Liability** (including owned, non-owned and hired vehicles): Vendor will supply satisfactory evidence of insurance in the amount of \$1,000,000 Bodily Injury for each person and each occurrence and \$1,000,000 Property Damage for each person and each occurrence.

- H. Public Liability Insurance: Vendor will supply the SFA with certificates of insurance covering public liability in the amount not less than \$250,000 to any one person and not less than \$500,000 on account of one accident.
- I. Property Damage Insurance: Vendor will supply the SFA with certificates of insurance covering property damage in the amount not less than \$100,000 for damages on account of any on accident and not less than \$300,000 for damage on account of all accidents.

## 2. Indemnification

- A. The Vendor shall indemnify, protect, defend and hold harmless the SFA, its officers, directors, trustees, shareholders, members, employees, and agents from and against any and all claims, demands, causes of action, liabilities, costs (including reasonable attorneys' fees), expenses, damages and losses (collectively, "Losses") arising out of or resulting from (i) any breach of a representation, warranty or covenant under this contract by Vendor, or (ii) the negligence or willful misconduct (whether by acts of omission or commission) of Vendor, its officers, directors, shareholders, agents, employees or contractors. The SFA shall give the Vendor prompt notice of any such claim, demand, or cause of action and the Vendor shall have the option to undertake and conduct the defense thereof with counsel of its choice, provided, that the failure to give timely notice shall not invalidate this indemnification except to the extent the Vendor has been materially prejudiced by such delay; and, provided further, that the Vendor shall not have the right to settle any such claim, demand or cause of action without the SFA's prior written consent (not to be unreasonably withheld or delayed).
- B. To the full extent permitted by law, the SFA shall indemnify, protect, defend and hold harmless the Vendor, its officers, directors, shareholders, members, employees, and agents from and against any and all Losses arising out of or resulting from (i) any breach of a representation, warranty or covenant under this contract by the SFA, or (ii) the negligence or willful misconduct (whether by acts of omission or commission) of the SFA, its officers, directors, trustees, shareholders, agents, employees or contractors. The Vendor shall give the SFA prompt notice of any such claim, demand, or cause of action and the SFA shall have the option to undertake and conduct the defense thereof with counsel of its choice, provided, that the failure to give timely notice shall not invalidate this indemnification except to the extent the SFA has been materially prejudiced by such delay; and, provided further, that the SFA shall not have the right to settle any such claim, demand or cause of action without the Vendor's prior written consent (not to be unreasonably withheld or delayed).
- C. Neither party shall have any liability whatsoever for any incidental, indirect, special, consequential or punitive damages (including any lost profits) suffered or incurred by other party, even if it has been advised or is aware of the possibility thereof.

## **XVI. Debarment / Suspension Certificate**

Included in the bid/proposal submitted to SFA for award of this contract, the Vendor signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

The Vendor shall provide immediate written notice to the SFA if it learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.

### **XVII. Certificate of Independent Price Determination**

Prior to entering into this contract, the SFA and the Vendor executed a Certificate of Independent Price Determination, certifying that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. The Certificate of Independent Price Determination shall be kept on file with the signed contract at the SFA.

### **XVIII. Certification Regarding Lobbying**

Included in the bid/proposal submitted to SFA for award of this contract, the Vendor signed and submitted a Certification Regarding Lobbying and, if applicable, a Standard Form LLL – Disclosure of Lobbying Activities. During the term of this contract, the Vendor shall file with the SFA a Standard Form LLL – Disclosure of Lobbying Activities at the end of each calendar quarter in which any event occurs that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Vendor.

### **XIX. Notices.**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly delivered to a party only if delivered (a) in person; (b) if sent by certified or registered first-class mail, return receipt requested postage prepaid; (c) if sent by a nationally recognized overnight courier (with package tracking and delivery signature verification); or (d) if sent by email (provided no “bounce-back”, system error message or other notification of non-delivery is received by the sender), addressed to a party at the address set forth below, or to such other address as such party may have stipulated by notice delivered in accordance with the provisions of this Section XIX and such notice shall be deemed given on the day of delivery:

If to SFA:

Valley Stream U.F.S.D. No. 24  
75 Horton Avenue  
Valley Stream, NY 11581-1420  
Attention: Dr. Jack Mitchell  
Email: [jmitchell@vs24.org](mailto:jmitchell@vs24.org)

If to Vendor:

Whitsons Food Service (Bronx), LLC  
1800 Motor Parkway  
Islandia, NY 11749  
Attention: Paul Burnup, COO – Prepared Meals  
Email: [burnupp@whitsons.com](mailto:burnupp@whitsons.com)

With a copy to the same address, Attention:  
Legal Dept., [legal@whitsons.com](mailto:legal@whitsons.com)

### **XX. Compliance With Applicable Laws.**

Each party agrees that it will fulfill its respective obligations hereunder in compliance with all applicable laws and regulations, and represents that it has and will maintain any and all necessary permits or licenses required in connection with its respective business.

### **XXI. Governing Law.**

This contract shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed solely within such State. The parties hereby irrevocably consents and submits to the exclusive jurisdiction of any courts sitting in Suffolk County in the State of New York (including the Federal District Court of the United States, Eastern District) for all purposes under this contract and waive their respective right to a jury trial. The parties hereto further agree that proper service of process on a party may be made on an agent designated by such party in the State of New York or by certified mail, return receipt requested.

#### **XXII. Waivers.**

The failure of either party to insist upon the strict performance of any of the terms, conditions, and provisions of this contract shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions, and provisions shall remain in full force and effect. No waiver of any term or condition of this contract on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

#### **XXIII. Severability.**

If any clause, sentence, section, paragraph or part of this contract shall for any reason be adjudged by an arbitration tribunal or court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this contract, which shall continue in full force and effect but such judgment shall be limited and confined in its operation to the clause, sentence, section, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered.

#### **XXIV. Counterparts.**

This contract may be executed in one or more counterparts, and scanned or electronic signatures shall have the same force as an original. Each such counterpart shall be deemed to be an original and all of which taken together shall constitute a single instrument. Scanned or electronic signatures shall have the same force as an original.

#### **XXV. Modification; Amendment.**

This contract may not be changed, amended, or modified except by a writing signed by authorized officers of both parties.

#### **XXVI. Entire Agreement.**

This contract (together with the RFP issued by the SFA and the Proposal submitted by the vendor, and including any exhibits or schedules attached hereto) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof, and the parties are not bound by any agreements, understandings, or conditions other than as expressly set forth herein. Vendor shall not be bound by any provisions contained in any purchase order, confirmation, acknowledgment, invoice or other document submitted by SFA. The foregoing notwithstanding, in the event of any inconsistency or conflict between the terms of this contract, the RFP, the Proposal and any exhibit or other document prepared in accordance with the consummation of the transactions contemplated hereunder, the terms of this contract shall prevail.

**XXVII. Allocation of Funds.**

SFA represents and warrants that it has received sufficient funding and allocation of funds to perform its obligations under this contract for the duration of the term. SFA will pay all amounts hereunder that have accrued up to and including the effective date of any termination of this contract for all vended meals provided hereunder, regardless of lack of funds or insufficient funds being appropriated to or budgeted by or for SFA for payment under this contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be signed by their duly authorized representatives as of the dates set forth below.

**VALLEY STREAM UNION FREE SCHOOL  
DISTRICT NO. 24**

**WHITSONS FOOD SERVICE (BRONX),  
LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE A**

**SFA SCHOOLS RECEIVING VENDED MEALS**

<b>School Location</b>	<b>Breakfast – Daily Quantity (estimated)</b>	<b>Lunch – Daily Quantity (estimated)</b>
Brooklyn Avenue School 24 Brooklyn Avenue Valley Stream, NY 11581-1499	150	150
Robert W. Carbonaro School 50 Hungry Harbor Road Valley Stream, NY 11581-1499	150	150
William L. Buck School 75 Horton Avenue Valley Stream, NY 11581-1420	250	250

## SCHEDULE B

### EQUIPMENT LIST

<b>Location</b>	<b>Qty</b>	<b>Item Name</b>
Brooklyn Ave School	1	Blodgett Convection oven
Brooklyn Ave School	1	Blodgett Dollies
Brooklyn Ave School	3	Blogett Oven Carts
Brooklyn Ave School	30	Oven Baskets
Brooklyn Ave School	2	True 2 Door Refer
Brooklyn Ave School	1	Noriake Freezer 4 x 5 x 6
Robert W. Carbonaro School	1	Blodgett Convection oven
Robert W. Carbonaro School	1	Blodgett Dollies
Robert W. Carbonaro School	3	Blogett Oven Carts
Robert W. Carbonaro School	30	30 Oven Baskets
Robert W. Carbonaro School	2	2 Door Refer
Robert W. Carbonaro School	1	Noriake Freezer 4 x 5 x 6
William L Buck School	1	Blodgett Convection oven
William L Buck School	1	1 Blodgett Dollies
William L Buck School	3	3 Blogett Oven Carts
William L Buck School	30	30 Oven Baskets
William L Buck School	2	True 2 Door Refer
William L Buck School	1	Noriake Freezer 4 x 5 x 6

## MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF EDUCATION VALLEY STREAM UFSD 13, BOARD OF EDUCATION VALLEY STREAM UFSD 24, BOARD OF EDUCATION VALLEY STREAM UFSD 30, BOARD OF EDUCATION VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT (collectively the "Boards of Education") and the VALLEY STREAM TEACHERS' ASSOCIATION (Registered Nurses' Unit) (the "Unit"), expiring June 30, 2023, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Boards of Education and the membership of the Unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term** – July 1, 2023 through June 30, 2026.

2. **Salary** –

Year 1 – 2.5% + increment

Year 2 – 2.5% + increment

Year 3 – 2.5% + increment

3. **Paragraph "12" – WORK DAY** – Revise subparagraph "b" to read as follows:

Registered Nurses required by the District Administration or Principal to attend evening meetings shall be compensated at the rate of \$35.00 per hour.

4. **Housekeeping** – Remove effective dates in paragraphs 7(h), 9(a), 10(e), 12(d), and 24.

a. Revise 10(c) to read as follows:

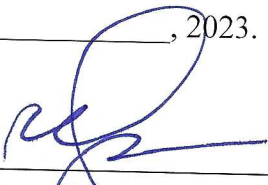
Health insurance premiums paid by the Registered Nurses shall be 20%. The District's portion shall be 80%.

b. Revise 26 to read as follows:

Nurses will move a full increment each year as reflected in the salary chart shown in Appendix "A"

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



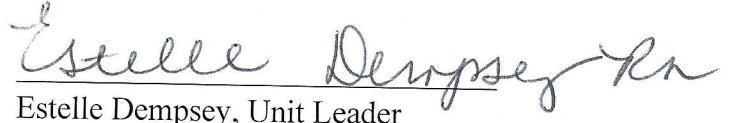
\_\_\_\_\_  
Dr. Wayne Loper  
Superintendent CHSD



\_\_\_\_\_  
Noele Villa, President  
Valley Stream Teachers' Association



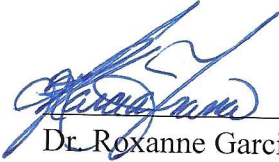
\_\_\_\_\_  
Dr. Donald Sturz  
Superintendent District 24



\_\_\_\_\_  
Estelle Dempsey, Unit Leader



\_\_\_\_\_  
Dr. Judith A. LaRocca  
Superintendent District 13



\_\_\_\_\_  
Dr. Roxanne Garcia-France  
Superintendent District 30

Valley Stream Nurse Salary Schedule 2023-2024

Step	2023-2024			2024-2025			2025-2026		
	NURSE	RN-BSN	RN-MSN	NURSE	RN-BSN	RN-MSN	NURSE	RN-BSN	RN-MSN
1	\$ 55,065	\$ 55,424	\$ 56,449	\$ 56,442	\$ 56,809	\$ 57,860	\$ 57,853	\$ 58,230	\$ 59,307
1A	\$ 55,902	\$ 56,261	\$ 57,286	\$ 57,300	\$ 57,668	\$ 58,718	\$ 58,733	\$ 59,109	\$ 60,186
2	\$ 56,739	\$ 57,098	\$ 58,123	\$ 58,157	\$ 58,525	\$ 59,576	\$ 59,611	\$ 59,988	\$ 61,065
2A	\$ 57,575	\$ 57,934	\$ 58,959	\$ 59,015	\$ 59,382	\$ 60,433	\$ 60,490	\$ 60,867	\$ 61,944
3	\$ 58,411	\$ 58,769	\$ 59,794	\$ 59,871	\$ 60,239	\$ 61,289	\$ 61,368	\$ 61,745	\$ 62,821
3A	\$ 59,181	\$ 59,540	\$ 60,565	\$ 60,661	\$ 61,029	\$ 62,079	\$ 62,178	\$ 62,554	\$ 63,631
4	\$ 59,953	\$ 60,312	\$ 61,337	\$ 61,452	\$ 61,820	\$ 62,870	\$ 62,988	\$ 63,365	\$ 64,442
4A	\$ 60,850	\$ 61,209	\$ 62,234	\$ 62,371	\$ 62,739	\$ 63,790	\$ 63,931	\$ 64,308	\$ 65,384
5	\$ 61,747	\$ 62,106	\$ 63,131	\$ 63,291	\$ 63,658	\$ 64,709	\$ 64,873	\$ 65,250	\$ 66,327
5A	\$ 62,165	\$ 62,524	\$ 63,549	\$ 63,719	\$ 64,087	\$ 65,138	\$ 65,312	\$ 65,689	\$ 66,766
6	\$ 62,583	\$ 62,942	\$ 63,967	\$ 64,148	\$ 64,516	\$ 65,566	\$ 65,752	\$ 66,129	\$ 67,206
6A	\$ 63,001	\$ 63,359	\$ 64,384	\$ 64,576	\$ 64,943	\$ 65,994	\$ 66,190	\$ 66,567	\$ 67,644
7	\$ 63,418	\$ 63,777	\$ 64,802	\$ 65,003	\$ 65,371	\$ 66,422	\$ 66,628	\$ 67,005	\$ 68,082
7A	\$ 63,846	\$ 64,205	\$ 65,230	\$ 65,442	\$ 65,810	\$ 66,861	\$ 67,078	\$ 67,455	\$ 68,532
8	\$ 64,275	\$ 64,633	\$ 65,658	\$ 65,882	\$ 66,249	\$ 67,300	\$ 67,529	\$ 67,905	\$ 68,982
8A	\$ 64,704	\$ 65,063	\$ 66,088	\$ 66,322	\$ 66,689	\$ 67,740	\$ 67,980	\$ 68,357	\$ 69,434
9	\$ 65,134	\$ 65,492	\$ 66,517	\$ 66,762	\$ 67,130	\$ 68,180	\$ 68,431	\$ 68,808	\$ 69,885
9A	\$ 65,576	\$ 65,935	\$ 66,960	\$ 67,216	\$ 67,584	\$ 68,634	\$ 68,896	\$ 69,273	\$ 70,350
10	\$ 66,018	\$ 66,377	\$ 67,402	\$ 67,669	\$ 68,036	\$ 69,087	\$ 69,360	\$ 69,737	\$ 70,814
10A	\$ 66,462	\$ 66,821	\$ 67,846	\$ 68,124	\$ 68,491	\$ 69,542	\$ 69,827	\$ 70,204	\$ 71,280
11	\$ 66,905	\$ 67,264	\$ 68,289	\$ 68,577	\$ 68,945	\$ 69,996	\$ 70,292	\$ 70,669	\$ 71,746
11A	\$ 67,360	\$ 67,719	\$ 68,744	\$ 69,044	\$ 69,412	\$ 70,462	\$ 70,770	\$ 71,147	\$ 72,224
12	\$ 67,815	\$ 68,174	\$ 69,199	\$ 69,510	\$ 69,878	\$ 70,929	\$ 71,248	\$ 71,625	\$ 72,702
12A	\$ 68,271	\$ 68,630	\$ 69,655	\$ 69,978	\$ 70,346	\$ 71,396	\$ 71,727	\$ 72,104	\$ 73,181
13	\$ 68,728	\$ 69,087	\$ 70,112	\$ 70,447	\$ 70,814	\$ 71,865	\$ 72,208	\$ 72,585	\$ 73,661
13A	\$ 69,196	\$ 69,554	\$ 70,579	\$ 70,926	\$ 71,293	\$ 72,344	\$ 72,699	\$ 73,076	\$ 74,153
14	\$ 69,664	\$ 70,023	\$ 71,048	\$ 71,406	\$ 71,773	\$ 72,824	\$ 73,191	\$ 73,568	\$ 74,645
14A	\$ 70,444	\$ 70,803	\$ 71,828	\$ 72,205	\$ 72,573	\$ 73,624	\$ 74,010	\$ 74,387	\$ 75,464
15	\$ 71,224	\$ 71,583	\$ 72,608	\$ 73,005	\$ 73,372	\$ 74,423	\$ 74,830	\$ 75,207	\$ 76,284

Handwritten signatures and initials in blue ink, including "EP", "NV", and other illegible marks.

## MEDICAID LOSS PREVENTION AND BILLING SERVICES

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of JULY, 2023, by and between Valley Stream 24 UFSD, 75 Horton Avenue, Valley Stream, NY 11581, a public municipality, herein after referred to as "District", and Zycron Industries, 44 North Chestnut Street, NY, 12561, herein referred to as "Zycron Industries", and;

WHEREAS, Zycron Industries has represented to the District that is has expertise in dealing with Medicaid and collecting funds that are due organizations such as the District for past and future services rendered to disabled children in the School District and others; and the District is desirous of contracting with a firm with the expertise in the field of collecting from Medicaid that which is due the District for services rendered to disabled children in the School District and others;

WHEREAS, the District and Zycron Industries have agreed upon the following terms and conditions for Zycron Industries to perform services that the District needs in order to be fully compensated for rendering services to disabled persons and others in accordance with the laws of the United States and the State of New York for the mutual benefit of both organizations.

### 1. TERM

1.1 This Agreement shall be in effect as of July 1, 2023 and shall expire on June 30, 2024.

1.2 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Notice of intent to terminate shall be sent certified mail to the other party at their last official address specified above, unless another address is specified by the parties in writing.

### 2. COMPREHENSIVE SERVICE FEE

2.1 The District agrees to pay Zycron Industries a performance fee of Fifteen percent (15%) for all monies actually received and retained by the District as a result of claims submitted by Zycron Industries during the first year (including retroactive claims) to the Federal and/or State government for services rendered by the District to disabled students or others. It is contemplated and understood that the majority of the monies collected will be under the provisions of Medicaid for services rendered to the handicapped by the District.

2.2 Payment for services will be invoiced for services rendered the prior month based upon revenue received that month. The District agrees to pay within thirty (30) days of receipt of invoice.

2.3 Payments will only be made to Zycron Industries for funds received and retained by the District as a result of services rendered by Zycron Industries to the District. This will include payments received after the term of the contract for services rendered during the term of the contract.

### 3. SERVICES TO DISTRICT

Zycron Industries will use its best efforts, as outlined below, to:

- 3.1 Collect and document billing data for Medicaid eligible services as recommended by Individual Education Plans.
- 3.2 Formulate the District's monthly Medicaid billings for District signature and submission to Central New York's Regional Information Center.
- 3.3 Reconcile Medicaid payments and resolve billing rejections. Where necessary, the District will provide required data to facilitate prompt resolution of billing adjustments and discrepancies.
- 3.4 Maintain and retain service delivery and financial data related to Medicaid billing.
- 3.5 Provide management reports on a regular basis.
- 3.6 Design the Medicaid accountability and documentation necessary to comply with the federal and state requirements which are approved by the District.
- 3.7 Defend and assist the District at audits conducted by federal and state oversight agencies.
- 3.8 Conduct ongoing reviews of the District's records and procedures to identify areas of vulnerability and develop specific recommendations tailored to resolve identified problems.
- 3.9 Provide training to the District's staff and help them to implement other loss prevention strategies.
- 3.10 Pursue additional recovery efforts, when appropriate, in the areas of Administrative Costs, Emergency Assistance to Families, etc.
- 3.11 To ensure to the best of Consultant's ability that District submissions of billing data, information and documents are complete and accurate, Consultant shall adopt internal procedures sufficient to review and verify all Medicaid claims for accuracy and to detect any discrepancies or errors prior to the submission of claims to Medicaid. A detailed listing of the internal procedures to be followed by Consultant for claims processing is attached as Exhibit A to this contract. If during the term of this agreement, the internal procedures change, Consultant will provide a revised Exhibit A.

### 4. CONFIDENTIALITY OF RECORDS

All personally identifiable students and staff information obtained by or furnished to Zycron Industries or its subcontractors by the District and all reports and studies containing such information prepared or assembled by Zycron Industries shall not be provided or disclosed to

a third party without the written permission of the District. Zycron Industries shall limit access to such material in its control to those of its employees and/or subcontractors performing service pursuant to this agreement purely on a need to know basis. Zycron Industries shall restrict its use of the information to its performance under this agreement. Zycron Industries, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Zycron Industries, 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. Zycron Industries further agrees that any information received by Zycron Industries, 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 District, its employees, agents, clients, and/or students will be treated by Zycron Industries, its employees, and/or agents 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/privacy provision, Zycron Industries shall immediately notify the District and advise it as to the nature of the breach and the steps Zycron Industries has taken to minimize said breach. Zycron Industries shall indemnify and hold District harmless from any claims arising from its breach of the within confidentiality provision. Zycron Industries agrees to abide by all provisions of the Family Educational Rights and Privacy Act and New York Education Law Section 2-d with respect to privacy and protection of personally identifiable information, and shall complete and execute a Data Privacy and Security Agreement in connection with the services provided pursuant to this Agreement.

## 5. TERMINATION

The Board reserves the right to terminate this Agreement with or without cause upon thirty (30) days prior notice to Consultant. In the event of the termination of this contract, all fees due and owing Zycron Industries for claims submitted, for which the District, in fact, receives and retains funds, shall become due and payable thirty days following receipt by the District and all obligations of the parties shall immediately end.

## 6. LIABILITY

6.1 The District is relying on Zycron Industries to provide the service fees specified in paragraph 3 within the time-frames set by federal and state law. Zycron Industries shall be responsible for performing said services in compliance with federal and state law. Zycron Industries shall not be held liable for damage or loss caused solely by the negligence of the District or its employees, except Zycron Industries shall not be entitled to a performance fee on monies the District may not retain or may have to pay back.

6.2 In the event that the District is required to pay back monies because of errors in the information supplied to the Board or to Medicaid by Zycron Industries, Zycron Industries shall reimburse the District for any fees paid to it by the District which are directly related to the money the District must return, as well as for any additional penalties, fees, damages or assessments which directly relate to errors in the information supplied by Zycron Industries. The District may deduct the required reimbursement from any fees due Zycron Industries on any subsequent invoices following the District's



return of Medicaid funds until such amounts are reimbursed in full.

## 7. GENERAL

- 7.1 This agreement shall be binding upon both parties, when accepted by Zycron Industries and the District of Education and will be governed by the laws of the State of New York.
- 7.2 The headings of the various sections of this agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit or expand the intent of the parties as expressed in this agreement.
- 7.3 Severable. In the event any provision of this agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision of this agreement shall nevertheless remain in full force and effect.
- 7.4 Interpretation. When the context in which the words are used in this agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa, and words in the masculine gender shall include the feminine and neuter genders and vice versa.
- 7.5 Successors. This agreement shall not be changed, amended, modified or terminated except by written instrument signed by each of the parties to this agreement. This agreement represents the entire understanding between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral. This agreement shall not be assigned by Zycron Industries without the written consent of the District, which may be unreasonably refused. Zycron Industries shall remove any employee that has contact with the District personnel or students at the District's request, even if such a request is without reason.
- 7.6 Zycron Industries hereby accepts and assumes liability for and shall indemnify, protect and save harmless the District, its officers, employees, and agents, from and against the payment of:
- 7.6.1 All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any state, the Federal Social Security Act, Federal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomever employed, engaged on the work to be performed under this agreement.
  - 7.6.2 All other taxes that might be required as a result of Zycron Industries' performance under this agreement.
  - 7.6.3 All pension, welfare, vacation, annuity or any other contribution of benefit for which Zycron Industries may be responsible to any employee engaged in the work to be performed under this agreement.

7.6.4 Any claims, liabilities, suits, proceedings and actions, of whatever name or nature, as the same may relate, in any manner, to the services provided by Zycron Industries to the District pursuant to this Agreement, arising out of or caused by the negligence, error, omission or willful misconduct or Zycron Industries or its officers, employees or agents.

7.7 Notices. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be in writing and shall be deemed given upon the earliest of (a) delivery or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, and addressed to the addressee at its address set forth above.

7.8 Independent Contractor: The Contractor acknowledges that it will not hold itself, its officers, its employees and/or its agents, out as employees of the District. The Contractor is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relationship to the District shall, during the periods of its services hereunder, be that of an independent contractor. The Contractor shall not be considered as having employee status and shall not be entitled to participate in any of the District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Contractor, its officers, its employees and /or its agents shall not be considered as having employee status for the purpose of any other rights, privileges or benefits derived from employment by the District.

## 8. INSURANCE

Zycron Industries agrees to maintain insurance in accordance with the following criteria:

- Commercial Insurance, from an A. M Best rated "secured" insurer, authorized to conduct business in New York State, which contains a 30 day notice of cancellation and lists as primary coverage for the District, its Board, employees and volunteers and lists the School District as an additional insured by using endorsement C G 2026 or broader. Coverage is \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- Workers' Compensation and N. Y. S. Disability, including statutory Workers' compensation, Employers' Liability, and N. Y. S. Disability insurance for all employees.
- Errors and Omissions Insurance: Coverage is \$1,000,000 per occurrence/ \$2,000,000 aggregate.

## 9. CONFIDENTIAL DISCLOSURE

Zycron Industries is aware that its practices and the acts of its employees relating to Medicaid billing, data collection, Medicaid payments, and all of the services listed in this Agreement may be confidentially reported by an employee of the District to the New York State Medicaid Compliance Officer, if the employee believes such practice is inappropriate. Zycron Industries shall participate with state agencies and the District to determine the credibility of the allegation

and the existence of a Medicaid violation. If a violation is found attributable in whole or in part to an action or practice taken by Zycron Industries or its employees, Zycron Industries shall work with state agencies and the District to remedy the violation and its effects. Zycron Industries shall cooperate with the District's efforts to write a remedial plan for correcting the violations. The training Zycron Industries provides to Board staff and other School District employees pursuant to Section 3.9 of this Agreement shall include information regarding the District's Confidential Disclosure Policy, the contact information of the New York Compliance Officer, and an assurance that no employee will face retaliation for reporting Medicaid abuse and fraud.

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

Valley Stream 24 UFSD,

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Zycron Industries,

Name: Caryn Hinson

Signature: Caryn Hinson

Title: Consultant

Date: 7/1/23

Exhibit A:

Internal Procedures for Medicaid Claiming Accuracy

Zycron Industries staff will ensure that:

1. Medicaid claims are checked for eligibility before claims are processed;
2. Medicaid claims are checked for program completeness before claims are processed;
3. Credentials of the providers are checked to ensure they are current, complete and not excluded from the Federal or State Medicare and Medicaid programs or employment with the federal government.

**Annual Medicaid Cost Reporting Services**

**Zycron Industries LLC**  
44 North Chestnut Street,  
New Paltz, NY 12561  
Phone- (845) 255-1830

**Contact Person- Caryn Hinson**

Historically school districts and other claiming entities have obtained reimbursement for Medicaid services under a traditional Fee For Service (FFS) model. Under FFS, State Medicaid agencies establish payment rates for covered health services which determine the amount of reimbursement generated. Recent program reviews by the Centers for Medicare and Medicaid Services (CMS) have identified a need to ensure that claiming entities are following a reimbursement methodology that eliminates inappropriate FFS claiming and limits Medicaid reimbursement to actual cost.

Under a Cost Reporting methodology, entities continue to submit claims utilizing established state payment rates to generate "interim" payments. Claiming entities will be required to file Medicaid cost reports that will serve as a tool to reconcile Medicaid FFS interim payments with the actual cost of providing these services.

1. Scope of services:

Request all required information to complete; may include  
Salary and Benefits of Staff on RMTS  
Tuition costs for Non Public, Public and Private School  
Vendors and Contractors costs  
Contracted services with other public schools  
Transportation Contracted or Owned by District  
Durable Medical Equipment purchased  
General and Statistical Data required  
Handle all desk reviews  
Supplemental Roster submission

2. Cost:

\$995

**AGREEMENT  
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of July 1, 2023, by and between the Valley Stream Union Free School District #24 (“District”) and Zycron Industries (“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 technology<sup>1</sup> 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

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<sup>1</sup> 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:  \_\_\_\_\_  
Caryn Hinson

DATE: \_\_\_\_\_

DATE: 7/1/23 \_\_\_\_\_



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## Parents' Bill of Rights for Data Privacy and Security

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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](mailto: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](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 (*describe the location in a manner that protects data security*). Contractor represents that the following security protections, including encryption where applicable, will be in place to ensure that PII Data is protected. (*Describe the following in further detail, as applicable*):

- Password protections
- Administrative procedures
- Encryption while PII is in motion and at rest
- Firewalls

## **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:

**All District data is secured in locked file cabinets or on encrypted servers.**

- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information:

**Data is stored in a locked file room or if electronic, on an encrypted server. All items are password protected and must be changed every 31 days. Only the consultant working on the district will be able to access the information.**

- (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:

- (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:

**Only the consultant will access the confidential information and files.**

- (v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows:

**No subcontractors will be utilized.**

- (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:

**As per the District's policy and alert them immediately.**

- (vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows:

**All Data will be retained for seven years from the date of payment, then all data will be shredded.**

**VALLEY STREAM UFSD #24**

**Treasurer's Report  
and  
Bank Collateral Statements  
May 31, 2023**

Respectfully submitted:

*Brian K. Cleary, C.P.A.*

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Brian K. Cleary, C.P.A.

7/5/2023

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Date

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

05/31/23

GENERAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Checking	NY Class	Metropolitan Commercial	Totals
Cash Balance - Beginning	\$ 4,887,604.75	\$ 56,640.00	\$ 105,457.65	\$ 4,151,386.97	\$ 9,201,089.37
Add - Receipts	15,015,897.30	930,691.58	434.96	16,764.20	15,963,788.04
Total	19,903,502.05	987,331.58	105,892.61	4,168,151.17	25,164,877.41
Less - Disbursements	(11,454,089.95)	(930,744.17)	-	-	(12,384,834.12)
<b>May 31, 2023</b>	<b>8,449,412.10</b>	<b>56,587.41</b>	<b>105,892.61</b>	<b>4,168,151.17</b>	<b>12,780,043.29</b>
Deposits In Transit	-	-	-	-	-
Outstanding Checks	1,117,564.31	340,149.91	-	-	1,457,714.22
Total	9,566,976.41	396,737.32	105,892.61	4,168,151.17	14,237,757.51
Net Wires in Transit	-	-	-	-	-
Reconciling items	-	-	-	-	-
Balance Per Statement	<b>\$ 9,566,976.41</b>	<b>\$ 396,737.32</b>	<b>\$ 105,892.61</b>	<b>\$ 4,168,151.17</b>	<b>14,237,757.51</b>

TRUST & AGENCY FUND

	JPMorgan Chase Payroll	JPMorgan Chase Scholarship	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 2,187.29	\$ 521.82	\$ 3,595.59	\$ 6,304.70
Add - Receipts	995,800.74	0.98	14,677.96	1,010,479.68
Total	997,988.03	522.80	18,273.55	1,016,784.38
Less - Disbursements	(995,504.72)	-	(1,648.55)	(997,153.27)
<b>Cash Balance - End</b>	<b>2,483.31</b>	<b>522.80</b>	<b>16,625.00</b>	<b>19,631.11</b>
Deposits In Transit	-	-	-	-
Outstanding Checks	16,168.63	-	1,102.55	17,271.18
Total	18,651.94	522.80	17,727.55	36,902.29
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	<b>\$ 18,651.94</b>	<b>\$ 522.80</b>	<b>\$ 17,727.55</b>	<b>\$ 36,902.29</b>

0.00

SCHOOL LUNCH FUND

SPECIAL AID FUND

CAPITAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Federal Fund	JPMorgan Chase Capital Fund	Totals
Cash Balance - Beginning	\$ 9,735.45	\$ 2,963.64	\$ 3,925.85	\$ 12,699.09
Add - Receipts	65,525.62	120,029.55	9.33	185,555.17
Total	75,261.07	122,993.19	3,935.18	198,254.26
Less - Disbursements	(62,548.26)	(115,578.18)	(11.99)	(178,126.44)
<b>Cash Balance - End</b>	<b>12,712.81</b>	<b>7,415.01</b>	<b>3,923.19</b>	<b>20,127.82</b>
Deposits In Transit	(89.00)	-	-	(89.00)
Outstanding Checks	18,389.68	7,633.09	-	26,022.77
Total	31,013.49	15,048.10	3,923.19	46,061.59
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	<b>\$ 31,013.49</b>	<b>\$ 15,048.10</b>	<b>\$ 3,923.19</b>	<b>46,061.59</b>

Total Funds

14,320,721.39

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

**05/31/23**

**COLLATERAL ANALYSIS**

**Bank Statement Balances - end of month**

	<b>JPMorgan Chase</b>	<b>Metropolitan Commercial</b>	<b>NY Class</b>
		**	***
General Fund - Checking	\$ 9,566,976.41		
General Fund - NY Class		4,168,151.17	105,892.61
GF Trust & Agency - Checking	396,737.32		
Trust & Agency - Payroll	18,651.94		
Trust & Agency - Scholarship	522.80		
School Lunch Fund	31,013.49		
Federal Fund	15,048.10		
Capital Fund	3,923.19		
Trust & Agency - Student Dept	17,727.55		
	<u>\$ 10,050,600.80</u>	<u>\$ 4,168,151.17</u>	<u>\$ 105,892.61</u>
Less:			
FDIC - General Fund	\$ (250,000.00)	\$ (4,168,151.17)	\$ (250,000.00)
FDIC - Payroll	(18,651.94)	-	-
Bank Balances not covered by FDIC	9,781,948.86	-	-
Required Collateral	9,977,587.84	-	-
Collateral Held by 3rd Party - BNY Mellon	-		
Collateral JPMorgan Chase	(10,384,175.45)		
Collateral Held by NY Class		-	-
<b>If this Line balance is negative COLLATERAL IS ADEQUATE !</b>	<u>\$ (406,587.61)</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.

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Total Requirements as of 05/30/2023:      \$16,381,294.43      Margin %: 102.00

<b>CUSIP</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>MARKET VALUE</b>
023051RY3	AMARILLO TEX INDPT SCH DIST 20430201 5.00000	10,070,000.00	10,093,966.60
190335JB6	COAST CMNTY COLLEGE DIST CALIF 20420801 4.00000	6,995,000.00	6,987,445.40
<b>Total Market Value:</b>			17,081,412.00

Total Requirements as of 05/31/2023:      \$9,996,612.82      Margin %: 102.00

<b>CUSIP</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>MARKET VALUE</b>
25476FUM8	DISTRICT COLUMBIA 20370601 4.00000	6,485,000.00	6,534,221.15
549188UA6	LUBBOCK TEX 20350215 4.00000	3,830,000.00	3,849,954.30
<b>Total Market Value:</b>			10,384,175.45

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# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1010.4</a>	BOARD OF ED EXPENSES		15,000.00	25,000.00	40,000.00	25,729.57	10,870.37	3,400.06
<a href="#">A 1010.45</a>	BOARD OF ED SUPPLIES		1,200.00	0.00	1,200.00	1,162.95	0.00	37.05
<b>1010</b>	<b>BOARD OF EDUCATION</b>	*	<b>16,200.00</b>	<b>25,000.00</b>	<b>41,200.00</b>	<b>26,892.52</b>	<b>10,870.37</b>	<b>3,437.11</b>
<a href="#">A 1040.16</a>	DISTRICT CLERK SALARY		15,810.00	0.00	15,810.00	13,562.53	1,291.66	955.81
<a href="#">A 1040.4</a>	DISTRICT CLERK EXPENSE		250.00	0.00	250.00	130.00	0.00	120.00
<a href="#">A 1040.45</a>	DISTRICT CLERK SUPPLIES		250.00	0.00	250.00	234.04	0.00	15.96
<b>1040</b>	<b>DISTRICT CLERK</b>	*	<b>16,310.00</b>	<b>0.00</b>	<b>16,310.00</b>	<b>13,926.57</b>	<b>1,291.66</b>	<b>1,091.77</b>
<a href="#">A 1060.4</a>	CONTRACTUAL EXPENSE		13,500.00	28,634.00	42,134.00	34,277.00	4,952.00	2,905.00
<a href="#">A 1060.45</a>	MATERIAL & SUPPLIES		100.00	0.00	100.00	0.00	0.00	100.00
<b>1060</b>	<b>DISTRICT MEETING</b>	*	<b>13,600.00</b>	<b>28,634.00</b>	<b>42,234.00</b>	<b>34,277.00</b>	<b>4,952.00</b>	<b>3,005.00</b>
<b>10</b>	<b>Consolidated Payroll</b>	**	<b>46,110.00</b>	<b>53,634.00</b>	<b>99,744.00</b>	<b>75,096.09</b>	<b>17,114.03</b>	<b>7,533.88</b>
<a href="#">A 1240.15</a>	CENTRAL ADMIN SALARY		244,772.00	2,428.00	247,200.00	226,600.00	20,600.00	0.00
<a href="#">A 1240.16</a>	CENTRAL OFFICE SALARIES		115,744.00	0.00	115,744.00	109,041.05	11,027.30	-4,324.35
<a href="#">A 1240.2</a>	SUPT. EQUIPMENT		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
<a href="#">A 1240.4</a>	SUPT OFFICE EXPENSE		5,000.00	1,000.00	6,000.00	2,730.08	3,269.00	0.92
<a href="#">A 1240.45</a>	SUPT OFFICE SUPPLIES		2,000.00	-428.00	1,572.00	1,449.44	52.48	70.08
<b>1240</b>	<b>CHIEF SCHOOL ADMINISTRATOR</b>	*	<b>369,016.00</b>	<b>1,500.00</b>	<b>370,516.00</b>	<b>339,820.57</b>	<b>34,948.78</b>	<b>-4,253.35</b>
<b>12</b>		**	<b>369,016.00</b>	<b>1,500.00</b>	<b>370,516.00</b>	<b>339,820.57</b>	<b>34,948.78</b>	<b>-4,253.35</b>
<a href="#">A 1310.15</a>	BUSINESS MANAGER SALARY		185,013.00	0.00	185,013.00	169,595.36	15,417.64	0.00
<a href="#">A 1310.16</a>	BUSINESS OFFICE SALARIES		249,826.00	11,014.82	260,840.82	239,365.38	21,475.44	0.00
<a href="#">A 1310.2</a>	BUSINESS OFFICE EQUIPMENT		1,000.00	-700.00	300.00	0.00	0.00	300.00
<a href="#">A 1310.4</a>	BUSINESS OFFICE EXPENSES		6,000.00	8,500.00	14,500.00	10,067.71	1,778.80	2,653.49
<a href="#">A 1310.407-1</a>	OFFICE MACHINE REPAIRS		3,500.00	0.00	3,500.00	2,637.23	856.33	6.44
<a href="#">A 1310.409-7</a>	BUSINESS OFFICE SOFTWARE		15,273.00	305.00	15,578.00	15,578.00	0.00	0.00
<a href="#">A 1310.45</a>	BUSINESS OFFICE SUPPLIES		3,000.00	0.00	3,000.00	2,171.80	552.50	275.70
<a href="#">A 1310.451</a>	OFFICE PAPER-BUSINESS		1,100.00	0.00	1,100.00	0.00	0.00	1,100.00
<a href="#">A 1310.49</a>	BOCES SERVICES		50,000.00	51,359.44	101,359.44	70,184.34	31,175.10	0.00
<b>1310</b>	<b>BUSINESS ADMINISTRATOR</b>	*	<b>514,712.00</b>	<b>70,479.26</b>	<b>585,191.26</b>	<b>509,599.82</b>	<b>71,255.81</b>	<b>4,335.63</b>
<a href="#">A 1320.4</a>	AUDITING EXPENSE		70,000.00	45,325.00	115,325.00	64,950.00	47,375.00	3,000.00
<b>1320</b>	<b>AUDITING</b>	*	<b>70,000.00</b>	<b>45,325.00</b>	<b>115,325.00</b>	<b>64,950.00</b>	<b>47,375.00</b>	<b>3,000.00</b>
<a href="#">A 1325.16</a>	TREASURER-SALARY		13,655.00	-305.00	13,350.00	12,214.62	1,110.38	25.00
<a href="#">A 1325.45</a>	TREASURER SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
<b>1325</b>	<b>TREASURER</b>	*	<b>13,855.00</b>	<b>-305.00</b>	<b>13,550.00</b>	<b>12,214.62</b>	<b>1,110.38</b>	<b>225.00</b>

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1380.4</a>	CONTRACTUAL EXP-FISCAL AGENT	5,000.00	-3,134.00	1,866.00	0.00	0.00	1,866.00
<b>1380</b>	<b>FISCAL AGENT FEES</b>	<b>5,000.00</b>	<b>-3,134.00</b>	<b>1,866.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,866.00</b>
<b>13</b>		<b>603,567.00</b>	<b>112,365.26</b>	<b>715,932.26</b>	<b>586,764.44</b>	<b>119,741.19</b>	<b>9,426.63</b>
<a href="#">A 1420.4</a>	ATTORNEY FEES	60,000.00	50,304.00	110,304.00	85,277.67	32,017.78	-6,991.45
<a href="#">A 1420.400-1</a>	BOND COUNSEL	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<a href="#">A 1420.400-2</a>	NEGOTIATIONS ATTORNEY	35,000.00	-7,176.00	27,824.00	14,392.47	1,402.78	12,028.75
<b>1420</b>	<b>LEGAL FEES</b>	<b>98,000.00</b>	<b>43,128.00</b>	<b>141,128.00</b>	<b>99,670.14</b>	<b>33,420.56</b>	<b>8,037.30</b>
<a href="#">A 1430.4</a>	PERSONNEL EXPENSES	5,500.00	0.00	5,500.00	4,320.00	683.00	497.00
<a href="#">A 1430.49</a>	BOCES REG.TEACHER CERTIFICATION	5,000.00	3,145.00	8,145.00	8,145.00	0.00	0.00
<b>1430</b>	<b>PERSONNEL</b>	<b>10,500.00</b>	<b>3,145.00</b>	<b>13,645.00</b>	<b>12,465.00</b>	<b>683.00</b>	<b>497.00</b>
<a href="#">A 1480.4</a>	PUBLIC INFO EXPENSES	17,000.00	9,000.00	26,000.00	14,620.12	3,228.51	8,151.37
<b>1480</b>	<b>PUBLIC INFO AND SERVICE</b>	<b>17,000.00</b>	<b>9,000.00</b>	<b>26,000.00</b>	<b>14,620.12</b>	<b>3,228.51</b>	<b>8,151.37</b>
<b>14</b>		<b>125,500.00</b>	<b>55,273.00</b>	<b>180,773.00</b>	<b>126,755.26</b>	<b>37,332.07</b>	<b>16,685.67</b>
<a href="#">A 1620.16</a>	CUSTODIAL SALARIES	4,962.00	8,200.41	13,162.41	12,257.00	0.00	905.41
<a href="#">A 1620.160-1</a>	CUSTODIAL SALARIES-BAS	221,490.00	-3,110.80	218,379.20	207,191.15	16,728.90	-5,540.85
<a href="#">A 1620.160-2</a>	CUSTODIAL SALARIES-RWC	217,212.00	-6,280.96	210,931.04	195,767.01	16,180.74	-1,016.71
<a href="#">A 1620.160-3</a>	CUSTODIAL SALARIES-WLB	201,350.00	1,191.35	202,541.35	187,766.87	15,855.98	-1,081.50
<a href="#">A 1620.161-1</a>	CUSTODIAL OVERTIME-BAS	18,000.00	0.00	18,000.00	17,687.13	0.00	312.87
<a href="#">A 1620.161-2</a>	CUSTODIAL OVERTIME-RWC	12,000.00	0.00	12,000.00	9,386.19	0.00	2,613.81
<a href="#">A 1620.161-3</a>	CUSTODIAL OVERTIME-WLB	20,000.00	0.00	20,000.00	16,652.95	0.00	3,347.05
<a href="#">A 1620.162-1</a>	SECURITY AIDE SALARY-BAS	29,918.00	0.00	29,918.00	30,710.12	6,513.00	-7,305.12
<a href="#">A 1620.162-2</a>	SECURITY AIDE SALARY-RWC	32,060.00	0.00	32,060.00	26,871.73	6,427.39	-1,239.12
<a href="#">A 1620.162-3</a>	SECURITY AIDE SALARY-WLB	30,988.00	0.00	30,988.00	26,750.61	6,513.00	-2,275.61
<a href="#">A 1620.200-1</a>	EQUIPMENT-BAS	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
<a href="#">A 1620.200-2</a>	EQUIPMENT-RWC	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00
<a href="#">A 1620.200-3</a>	EQUIPMENT-WLB	1,250.00	0.00	1,250.00	1,250.00	0.00	0.00
<a href="#">A 1620.268-1</a>	HEATING/COOLING-BAS	1,250.00	-427.50	822.50	0.00	0.00	822.50
<a href="#">A 1620.268-2</a>	HEATING/COOLING-RWC	1,500.00	-737.49	762.51	0.00	0.00	762.51
<a href="#">A 1620.268-3</a>	HEATING/COOLING-WLB	1,250.00	-427.46	822.54	0.00	0.00	822.54
<a href="#">A 1620.272-1</a>	CLEANING EQUIPMENT-BAS	4,750.00	-4,750.00	0.00	0.00	0.00	0.00
<a href="#">A 1620.272-2</a>	CLEANING EQUIPMENT-RWC	5,000.00	1,750.00	6,750.00	6,750.00	0.00	0.00
<a href="#">A 1620.272-3</a>	CLEANING EQUIPMENT-WLB	4,750.00	3,000.00	7,750.00	7,750.00	0.00	0.00
<a href="#">A 1620.404-1</a>	CONTRACTUAL STAFF TRAINING-BAS	1,600.00	0.00	1,600.00	585.64	447.36	567.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1620.404-2</a>	CONTRACTUAL STAFF TRAINING-RWC	1,800.00	0.00	1,800.00	585.65	598.35	616.00
<a href="#">A 1620.404-3</a>	CONTRACTUAL STAFF TRAINING-WLB	1,600.00	0.00	1,600.00	585.64	447.36	567.00
<a href="#">A 1620.406</a>	FUEL/OIL	5,000.00	-1,154.00	3,846.00	0.00	0.00	3,846.00
<a href="#">A 1620.406-11</a>	GAS/ELECTRIC-BAS	33,500.00	20,900.00	54,400.00	47,397.07	5,902.93	1,100.00
<a href="#">A 1620.406-12</a>	GAS/ELECTRIC-RWC	26,500.00	14,100.00	40,600.00	38,365.10	2,234.90	0.00
<a href="#">A 1620.406-13</a>	GAS/ELECTRIC-WLB	55,000.00	-12,000.00	43,000.00	37,182.72	4,167.28	1,650.00
<a href="#">A 1620.406-21</a>	WATER EXPENSES-BAS	6,000.00	0.00	6,000.00	5,548.47	451.53	0.00
<a href="#">A 1620.406-22</a>	WATER EXPENSES-RWC	8,000.00	0.00	8,000.00	3,794.29	580.71	3,625.00
<a href="#">A 1620.406-23</a>	WATER EXPENSES-WLB	16,000.00	0.00	16,000.00	1,384.96	1,340.04	13,275.00
<a href="#">A 1620.406-31</a>	TELEPHONE EXPENSES-BAS	15,000.00	0.00	15,000.00	5,119.04	7,880.96	2,000.00
<a href="#">A 1620.406-32</a>	TELEPHONE EXPENSES-RWC	16,000.00	0.00	16,000.00	8,395.60	6,060.20	1,544.20
<a href="#">A 1620.406-33</a>	TELEPHONE EXPENSES-WLB	19,000.00	0.00	19,000.00	8,939.92	8,620.08	1,440.00
<a href="#">A 1620.406-61</a>	CONTRACTUAL ELECTRICAL-BAS	4,000.00	-620.00	3,380.00	2,715.67	100.00	564.33
<a href="#">A 1620.406-62</a>	CONTRACTUAL ELECTRICAL-RWC	4,000.00	1,240.00	5,240.00	4,113.66	1,100.00	26.34
<a href="#">A 1620.406-63</a>	CONTRACTUAL ELECTRICAL-WLB	4,000.00	-620.00	3,380.00	2,715.67	100.00	564.33
<a href="#">A 1620.406-71</a>	PROF & TECH EXPENSE-BAS	19,000.00	0.00	19,000.00	7,191.86	3,859.89	7,948.25
<a href="#">A 1620.406-72</a>	PROF & TECH EXPENSE-RWC	14,000.00	0.00	14,000.00	5,182.23	4,775.26	4,042.51
<a href="#">A 1620.406-73</a>	PROF & TECH EXPENSE-WLB	10,000.00	0.00	10,000.00	7,201.95	2,749.79	48.26
<a href="#">A 1620.407-21</a>	CLEANING EXPENSES-BAS	7,000.00	0.00	7,000.00	1,361.78	223.22	5,415.00
<a href="#">A 1620.407-22</a>	CLEANING EXPENSES-RWC	6,000.00	0.00	6,000.00	1,348.55	226.45	4,425.00
<a href="#">A 1620.407-23</a>	CLEANING EXPENSES-WLB	7,000.00	0.00	7,000.00	1,497.36	252.64	5,250.00
<a href="#">A 1620.407-51</a>	SECURITY-BAS	55,000.00	42,356.00	97,356.00	83,090.85	14,264.80	0.35
<a href="#">A 1620.407-52</a>	SECURITY-RWC	55,000.00	37,878.00	92,878.00	78,148.94	14,720.68	8.38
<a href="#">A 1620.407-53</a>	SECURITY-WLB	65,000.00	27,407.00	92,407.00	77,916.84	14,485.78	4.38
<a href="#">A 1620.457-21</a>	CLEANING SUPPLIES-BAS	16,000.00	0.00	16,000.00	10,654.83	1,070.17	4,275.00
<a href="#">A 1620.457-22</a>	CLEANING SUPPLIES-RWC	14,500.00	0.00	14,500.00	10,892.66	1,182.34	2,425.00
<a href="#">A 1620.457-23</a>	CLEANING SUPPLIES-WLB	14,500.00	0.00	14,500.00	11,168.89	1,186.11	2,145.00
<a href="#">A 1620.458-21</a>	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,214.54	108.94	276.52
<a href="#">A 1620.458-22</a>	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,792.81	7.19	0.00
<a href="#">A 1620.458-23</a>	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	1,211.13	51.37	337.50
<b>1620</b>	<b>OPERATION MAINT/PLANT</b>	<b>1,315,480.00</b>	<b>127,894.55</b>	<b>1,443,374.55</b>	<b>1,215,595.08</b>	<b>167,415.34</b>	<b>60,364.13</b>
<a href="#">A 1621.16</a>	MAINTENANCE SALARIES	210,613.00	1,150.00	211,763.00	194,178.48	17,561.52	23.00
<a href="#">A 1621.161</a>	MAINTENANCE OVERTIME SALARIES	0.00	0.00	0.00	0.00	0.00	0.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1621.161-2</a>	MAINTENANCE OVERTIME SALARIES-RWC	10,000.00	-1,150.00	8,850.00	271.22	0.00	8,578.78
<a href="#">A 1621.200-1</a>	EQUIPMENT-BAS	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
<a href="#">A 1621.200-2</a>	EQUIPMENT-RWC	1,500.00	0.00	1,500.00	1,475.55	0.00	24.45
<a href="#">A 1621.200-3</a>	EQUIPMENT-WLB	1,250.00	0.00	1,250.00	725.55	0.00	524.45
<a href="#">A 1621.268-1</a>	HEATING/COOLING-BAS	325.00	0.00	325.00	0.00	0.00	325.00
<a href="#">A 1621.268-2</a>	HEATING/COOLING-RWC	350.00	0.00	350.00	0.00	0.00	350.00
<a href="#">A 1621.268-3</a>	HEATING/COOLING-WLB	325.00	0.00	325.00	0.00	0.00	325.00
<a href="#">A 1621.280-1</a>	GROUNDS-BAS	2,100.00	-1,275.00	825.00	0.00	0.00	825.00
<a href="#">A 1621.280-2</a>	GROUNDS-RWC	2,800.00	2,550.00	5,350.00	2,800.00	2,550.00	0.00
<a href="#">A 1621.280-3</a>	GROUNDS-WLB	2,100.00	-1,275.00	825.00	0.00	0.00	825.00
<a href="#">A 1621.283-1</a>	AUTOMOTIVE EQUIPMENT-BAS	600.00	0.00	600.00	0.00	0.00	600.00
<a href="#">A 1621.283-2</a>	AUTOMOTIVE EQUIPMENT-RWC	700.00	0.00	700.00	143.25	0.00	556.75
<a href="#">A 1621.283-3</a>	AUTOMOTIVE EQUIPMENT-WLB	700.00	0.00	700.00	0.00	0.00	700.00
<a href="#">A 1621.406-4</a>	MILEAGE	1,000.00	0.00	1,000.00	545.19	556.76	-101.95
<a href="#">A 1621.406-5</a>	ELEC/MAINTENANCE EXPENSE	500.00	0.00	500.00	46.06	0.00	453.94
<a href="#">A 1621.406-51</a>	ELEC/MAINTENANCE EXPENSE-BAS	500.00	0.00	500.00	46.06	0.00	453.94
<a href="#">A 1621.406-52</a>	ELEC/MAINTENANCE EXPENSE-RWC	500.00	0.00	500.00	46.06	0.00	453.94
<a href="#">A 1621.406-81</a>	HEATING/COOLING EXPENSE-BAS	12,000.00	3,277.50	15,277.50	12,531.57	2,714.93	31.00
<a href="#">A 1621.406-82</a>	HEATING/COOLING EXPENSE-RWC	11,000.00	2,737.49	13,737.49	12,057.49	1,680.00	0.00
<a href="#">A 1621.406-83</a>	HEATING/COOLING EXPENSE-WLB	12,000.00	777.46	12,777.46	11,932.46	845.00	0.00
<a href="#">A 1621.406-91</a>	PLUMBING EXPENSE-BAS	2,000.00	-200.00	1,800.00	1,005.63	274.37	520.00
<a href="#">A 1621.406-92</a>	PLUMBING EXPENSE-RWC	1,000.00	200.00	1,200.00	919.68	255.32	25.00
<a href="#">A 1621.406-93</a>	PLUMBING EXPENSE-WLB	1,000.00	0.00	1,000.00	314.22	390.78	295.00
<a href="#">A 1621.407-01</a>	REPAIRS-GENERAL-BAS	10,000.00	-2,000.00	8,000.00	6,732.69	397.31	870.00
<a href="#">A 1621.407-02</a>	REPAIRS-GENERAL-RWC	7,500.00	-1,600.00	5,900.00	5,544.40	298.60	57.00
<a href="#">A 1621.407-03</a>	REPAIRS-GENERAL-WLB	7,500.00	-400.00	7,100.00	5,267.58	251.42	1,581.00
<a href="#">A 1621.407-3</a>	SITE WORK	37,000.00	-11,955.49	25,044.51	14,633.64	4,224.83	6,186.04
<a href="#">A 1621.407-30-2</a>	PLAYGROUND MAINTENANCE-BAS	2,500.00	-2,050.00	450.00	450.00	0.00	0.00
<a href="#">A 1621.407-30-3</a>	PLAYGROUND MAINTENANCE-RWC	2,500.00	-2,050.00	450.00	450.00	0.00	0.00
<a href="#">A 1621.407-30-4</a>	PLAYGROUND MAINTENANCE-WLB	2,500.00	0.00	2,500.00	450.00	0.00	2,050.00
<a href="#">A 1621.407-31-2</a>	ATHLETIC FIELDS-BAS	3,500.00	0.00	3,500.00	250.00	50.00	3,200.00
<a href="#">A 1621.407-31-3</a>	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	650.00	50.00	3,050.00
<a href="#">A 1621.407-31-4</a>	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	0.00	50.00	3,700.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1621.450-1</a>	MATERIAL & SUPPLIES-BAS	6,650.00	-718.58	5,931.42	751.34	1,950.36	3,229.72
<a href="#">A 1621.450-2</a>	MATERIAL & SUPPLIES-RWC	6,700.00	13,315.69	20,015.69	3,225.16	14,910.75	1,879.78
<a href="#">A 1621.450-3</a>	MATERIAL & SUPPLIES-WLB	6,650.00	0.00	6,650.00	1,267.01	1,992.09	3,390.90
<a href="#">A 1621.455-1</a>	PLAYGROUND MATERIAL & SUPPLIES-BAS	0.00	2,768.58	2,768.58	2,768.59	0.00	-0.01
<a href="#">A 1621.455-2</a>	PLAYGROUND MATERIAL & SUPPLIES-RWC	0.00	4,037.54	4,037.54	4,037.55	0.00	-0.01
<a href="#">A 1621.456-51</a>	ELEC/MAINTENANCE-BAS	3,100.00	0.00	3,100.00	37.95	312.05	2,750.00
<a href="#">A 1621.456-52</a>	ELEC/MAINTENANCE-RWC	2,950.00	2,113.20	5,063.20	4,708.71	202.08	152.41
<a href="#">A 1621.456-53</a>	ELEC/MAINTENANCE-WLB	2,950.00	0.00	2,950.00	77.23	272.77	2,600.00
<a href="#">A 1621.456-61</a>	INTERCOM/EMERG LIGHTS-BAS	700.00	0.00	700.00	0.00	0.00	700.00
<a href="#">A 1621.456-62</a>	INTERCOM/EMERG LIGHTS-RWC	600.00	0.00	600.00	475.68	0.00	124.32
<a href="#">A 1621.456-63</a>	INTERCOM/EMERG LIGHTS-WLB	700.00	0.00	700.00	0.00	0.00	700.00
<a href="#">A 1621.456-81</a>	HEATING/COOLING SUPPLIES-BAS	1,700.00	600.00	2,300.00	2,115.28	84.72	100.00
<a href="#">A 1621.456-82</a>	HEATING/COOLING SUPPLIES-RWC	1,700.00	-400.00	1,300.00	0.00	200.00	1,100.00
<a href="#">A 1621.456-83</a>	HEATING/COOLING SUPPLIES-WLB	1,600.00	-200.00	1,400.00	42.29	200.00	1,157.71
<a href="#">A 1621.457-01</a>	REPAIRS-GENERAL-BAS	5,000.00	0.00	5,000.00	3,110.40	325.64	1,563.96
<a href="#">A 1621.457-02</a>	REPAIRS-GENERAL-RWC	5,000.00	2,767.86	7,767.86	5,098.67	311.66	2,357.53
<a href="#">A 1621.457-03</a>	REPAIRS-GENERAL-WLB	5,000.00	0.00	5,000.00	4,592.38	407.62	0.00
<a href="#">A 1621.457-61</a>	HARDWARE-BAS	1,000.00	0.00	1,000.00	155.34	169.66	675.00
<a href="#">A 1621.457-62</a>	HARDWARE-RWC	1,000.00	0.00	1,000.00	157.71	117.29	725.00
<a href="#">A 1621.457-63</a>	HARDWARE-WLB	1,000.00	0.00	1,000.00	187.04	187.96	625.00
<a href="#">A 1621.457-71</a>	CARPENTRY-BAS	2,750.00	0.00	2,750.00	388.99	1,761.01	600.00
<a href="#">A 1621.457-72</a>	CARPENTRY-RWC	2,650.00	1,400.00	4,050.00	3,648.67	301.33	100.00
<a href="#">A 1621.457-73</a>	CARPENTRY-WLB	2,600.00	0.00	2,600.00	736.47	1,413.53	450.00
<a href="#">A 1621.457-81</a>	GLAZING-BAS	300.00	0.00	300.00	0.00	200.00	100.00
<a href="#">A 1621.457-82</a>	GLAZING-RWC	350.00	0.00	350.00	0.00	200.00	150.00
<a href="#">A 1621.457-83</a>	GLAZING-WLB	350.00	0.00	350.00	0.00	200.00	150.00
<a href="#">A 1621.457-91</a>	PAINTING-BAS	1,000.00	0.00	1,000.00	55.93	244.07	700.00
<a href="#">A 1621.457-92</a>	PAINTING-RWC	1,000.00	0.00	1,000.00	98.80	201.20	700.00
<a href="#">A 1621.457-93</a>	PAINTING-WLB	1,000.00	0.00	1,000.00	578.25	121.75	300.00
<a href="#">A 1621.458-01</a>	GROUNDS-BAS	1,650.00	0.00	1,650.00	245.35	100.00	1,304.65
<a href="#">A 1621.458-02</a>	GROUNDS-RWC	1,650.00	0.00	1,650.00	245.35	100.00	1,304.65
<a href="#">A 1621.458-03</a>	GROUNDS-WLB	1,700.00	0.00	1,700.00	210.38	100.00	1,389.62
<a href="#">A 1621.458-31</a>	AUTOMOTIVE-BAS	1,333.00	-150.00	1,183.00	423.68	616.32	143.00

# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1621.458-32</a>	AUTOMOTIVE-RWC		1,333.00	300.00	1,633.00	935.67	654.33	43.00
<a href="#">A 1621.458-33</a>	AUTOMOTIVE-WLB		1,334.00	-150.00	1,184.00	360.69	629.31	194.00
<b>1621</b>	<b>MAINTENANCE OF PLANT</b>	*	<b>431,613.00</b>	<b>12,421.25</b>	<b>444,034.25</b>	<b>314,203.34</b>	<b>60,638.34</b>	<b>69,192.57</b>
<a href="#">A 1670.400-1</a>	CENTRAL PRINTING EXPENSE-BAS		5,650.00	0.00	5,650.00	2,543.28	2,156.72	950.00
<a href="#">A 1670.400-2</a>	CENTRAL PRINTING EXPENSE-RWC		5,650.00	0.00	5,650.00	2,543.28	2,156.72	950.00
<a href="#">A 1670.400-3</a>	CENTRAL PRINTING EXPENSE-WLB		5,700.00	0.00	5,700.00	3,392.68	2,306.72	0.60
<a href="#">A 1670.401</a>	OUTSIDE PRINTING SERVICES		5,000.00	0.00	5,000.00	3,135.00	0.00	1,865.00
<b>1670</b>	<b>CENTRAL PRINTING AND MAILING</b>	*	<b>22,000.00</b>	<b>0.00</b>	<b>22,000.00</b>	<b>11,614.24</b>	<b>6,620.16</b>	<b>3,765.60</b>
<a href="#">A 1680.45</a>	DATA PROC SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
<a href="#">A 1680.49</a>	BOCES TEST SCORE		48,000.00	0.00	48,000.00	27,716.34	20,283.66	0.00
<a href="#">A 1680.490-1</a>	BOCES DATA WAREHOUSING		120,000.00	0.00	120,000.00	112,848.81	32,451.19	-25,300.00
<b>1680</b>	<b>DATA PROCESSING DISTRICT</b>	*	<b>168,500.00</b>	<b>0.00</b>	<b>168,500.00</b>	<b>140,565.15</b>	<b>52,734.85</b>	<b>-24,800.00</b>
<b>16</b>		**	<b>1,937,593.00</b>	<b>140,315.80</b>	<b>2,077,908.80</b>	<b>1,681,977.81</b>	<b>287,408.69</b>	<b>108,522.30</b>
<a href="#">A 1910.4</a>	UNALLOCATED INS		166,000.00	1,154.00	167,154.00	162,263.17	4,890.83	0.00
<b>1910</b>	<b>UNALLOCATED INSURANCE</b>	*	<b>166,000.00</b>	<b>1,154.00</b>	<b>167,154.00</b>	<b>162,263.17</b>	<b>4,890.83</b>	<b>0.00</b>
<a href="#">A 1920.4</a>	SCHOOL ASSOC DUES		18,000.00	0.00	18,000.00	13,475.00	0.00	4,525.00
<b>1920</b>	<b>SCHOOL ASSOCIATION DUES</b>	*	<b>18,000.00</b>	<b>0.00</b>	<b>18,000.00</b>	<b>13,475.00</b>	<b>0.00</b>	<b>4,525.00</b>
<a href="#">A 1930.4</a>	CLAIMS/JUDGEMENT		600.00	0.00	600.00	0.00	0.00	600.00
<b>1930</b>	<b>JUDGMENTS &amp; CLAIMS</b>	*	<b>600.00</b>	<b>0.00</b>	<b>600.00</b>	<b>0.00</b>	<b>0.00</b>	<b>600.00</b>
<a href="#">A 1981.49</a>	BOCES AMIN		112,725.00	0.00	112,725.00	112,725.17	0.00	-0.17
<a href="#">A 1981.492</a>	BOCES RENTAL		10,861.00	0.00	10,861.00	9,050.50	1,810.50	0.00
<a href="#">A 1981.493</a>	BOCES CAPITAL		19,104.00	0.00	19,104.00	19,104.43	0.00	-0.43
<b>1981</b>	<b>ADMIN CHARGE-BOCES</b>	*	<b>142,690.00</b>	<b>0.00</b>	<b>142,690.00</b>	<b>140,880.10</b>	<b>1,810.50</b>	<b>-0.60</b>
<b>19</b>	<b>Disability Insurance</b>	**	<b>327,290.00</b>	<b>1,154.00</b>	<b>328,444.00</b>	<b>316,618.27</b>	<b>6,701.33</b>	<b>5,124.40</b>
<b>1</b>		***	<b>3,409,076.00</b>	<b>364,242.06</b>	<b>3,773,318.06</b>	<b>3,127,032.44</b>	<b>503,246.09</b>	<b>143,039.53</b>
<a href="#">A 2010.15</a>	CURRICULUM-PROFESSIONAL SALARIES		0.00	0.00	0.00	0.00	0.00	0.00
<a href="#">A 2010.150</a>	ASSISTANT SUPERINTENDENT		189,426.00	0.00	189,426.00	173,565.48	15,778.52	82.00
<a href="#">A 2010.16</a>	CURRICULUM SALARIES		12,000.00	-10,100.00	1,900.00	0.00	0.00	1,900.00
<a href="#">A 2010.4</a>	CURRICULUM DEVEL EXPENSE		2,000.00	0.00	2,000.00	100.00	0.00	1,900.00
<a href="#">A 2010.45</a>	CURRICULUM DEVEL SUPPLIES		3,000.00	0.00	3,000.00	1,372.74	0.00	1,627.26
<a href="#">A 2010.451</a>	DUP PAPER/REPT CARD		5,000.00	0.00	5,000.00	1,480.00	520.00	3,000.00
<a href="#">A 2010.49</a>	BOCES CURRICULUM DEVELOPMENT		47,000.00	15,403.10	62,403.10	59,060.08	3,343.02	0.00
<b>2010</b>	<b>CURR. DEV./SUPERVISION</b>	*	<b>258,426.00</b>	<b>5,303.10</b>	<b>263,729.10</b>	<b>235,578.30</b>	<b>19,641.54</b>	<b>8,509.26</b>

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2020.15</a>	BUILDING PRINCIPALS SALARIES	317,693.00	-19,094.00	298,599.00	267,232.46	24,293.66	7,072.88
<a href="#">A 2020.150-1</a>	BUILDING PRINCIPALS SALARIES-BAS	181,981.00	0.00	181,981.00	166,760.00	15,160.00	61.00
<a href="#">A 2020.150-2</a>	BUILDING PRINCIPALS SALARIES-RWC	161,734.00	0.00	161,734.00	148,255.24	13,477.76	1.00
<a href="#">A 2020.150-3</a>	BUILDING PRINCIPALS SALARIES-WLB	148,920.00	0.00	148,920.00	135,575.00	12,325.00	1,020.00
<a href="#">A 2020.160-1</a>	BUILDG OFFICE SALARIES-BAS	42,768.00	4,543.50	47,311.50	43,266.78	4,044.72	0.00
<a href="#">A 2020.160-2</a>	BUILDG OFFICE SALARIES-RWC	57,300.00	6,142.66	63,442.66	57,984.88	5,457.78	0.00
<a href="#">A 2020.160-3</a>	BUILDG OFFICE SALARIES-WLB	44,970.00	5,801.75	50,771.75	46,523.86	4,247.89	0.00
<a href="#">A 2020.4</a>	SUPERVISION EXPENSES	1,000.00	-200.00	800.00	137.69	312.31	350.00
<a href="#">A 2020.401</a>	SUPERVISION-BAS	200.00	0.00	200.00	0.00	0.00	200.00
<a href="#">A 2020.401-97</a>	SUPERVISION-P/C-BAS	500.00	0.00	500.00	198.24	301.76	0.00
<a href="#">A 2020.402</a>	SUPERVISION-WLB	200.00	0.00	200.00	0.00	0.00	200.00
<a href="#">A 2020.402-97</a>	SUPERVISION-P/C-WLB	300.00	200.00	500.00	269.57	230.43	0.00
<a href="#">A 2020.403</a>	SUPERVISION-RWC	500.00	0.00	500.00	0.00	0.00	500.00
<a href="#">A 2020.403-97</a>	SUPERVISION-P/C-RWC	500.00	0.00	500.00	50.00	450.00	0.00
<a href="#">A 2020.451</a>	SUPERVISION-BAS	500.00	0.00	500.00	3.29	0.00	496.71
<a href="#">A 2020.451-10</a>	OFFICE PAPER-BAS	6,000.00	1,794.00	7,794.00	5,958.00	1,266.00	570.00
<a href="#">A 2020.451-20</a>	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	5,100.00	900.00	1,000.00
<a href="#">A 2020.451-30</a>	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	7,620.00	780.00	100.00
<a href="#">A 2020.452</a>	SUPERVISION-WLB	500.00	0.00	500.00	0.00	0.00	500.00
<a href="#">A 2020.453</a>	SUPERVISION-RWC	300.00	0.00	300.00	0.00	0.00	300.00
<b>2020</b>	<b>SUPER. REG. SCHOOL</b>	<b>981,366.00</b>	<b>-812.09</b>	<b>980,553.91</b>	<b>884,935.01</b>	<b>83,247.31</b>	<b>12,371.59</b>
<a href="#">A 2060.15</a>	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	24,902.90	2,263.98	2,833.12
<b>2060</b>	<b>RESEARCH PLAN/EVAL</b>	<b>30,000.00</b>	<b>0.00</b>	<b>30,000.00</b>	<b>24,902.90</b>	<b>2,263.98</b>	<b>2,833.12</b>
<a href="#">A 2070.40</a>	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2070.41</a>	INSERVICE TRNG-BAS	500.00	0.00	500.00	275.00	0.00	225.00
<a href="#">A 2070.42</a>	INSERVICE TRNG-WLB	500.00	0.00	500.00	275.00	0.00	225.00
<a href="#">A 2070.43</a>	INSERVICE TRNG-RWC	500.00	0.00	500.00	165.00	0.00	335.00
<a href="#">A 2070.44</a>	INSERVICE TRNG-D.W.	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2070.444</a>	STAFF DEVELOPMENT	10,000.00	-3,595.00	6,405.00	1,006.33	0.00	5,398.67
<a href="#">A 2070.490</a>	BOCES STAFF DEVELOPMENT	25,000.00	450.00	25,450.00	21,055.14	4,719.86	-325.00
<b>2070</b>	<b>IN-SERV TRAIN-INSTR.</b>	<b>38,500.00</b>	<b>-3,145.00</b>	<b>35,355.00</b>	<b>22,776.47</b>	<b>4,719.86</b>	<b>7,858.67</b>
<b>20</b>	<b>Group Insurance</b>	<b>1,308,292.00</b>	<b>1,346.01</b>	<b>1,309,638.01</b>	<b>1,168,192.68</b>	<b>109,872.69</b>	<b>31,572.64</b>
<a href="#">A 2110.12</a>	TEACHERS 1-6 SALARIES	879,100.00	-599,624.24	279,475.76	211,703.88	63,367.62	4,404.26

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2110.120-1</a>	TEACHERS 1-6 SALARIES-BAS	2,320,026.00	-8,788.54	2,311,237.46	1,794,786.57	514,484.97	1,965.92
<a href="#">A 2110.120-2</a>	TEACHERS 1-6 SALARIES-RWC	2,771,555.00	-7,368.00	2,764,187.00	2,184,290.76	580,086.49	-190.25
<a href="#">A 2110.120-3</a>	TEACHERS 1-6 SALARIES-WLB	2,112,242.00	-75,488.01	2,036,753.99	1,542,594.30	474,021.10	20,138.59
<a href="#">A 2110.121</a>	KINDERGARTEN TEACHERS SALARIES	159,737.00	-139,725.73	20,011.27	0.00	0.00	20,011.27
<a href="#">A 2110.121-1</a>	KINDERGARTEN TEACHERS SALARIES-BAS	188,532.00	0.00	188,532.00	140,967.72	47,298.28	266.00
<a href="#">A 2110.121-2</a>	KINDERGARTEN TEACHERS SALARIES-RWC	204,384.00	2,241.00	206,625.00	166,191.88	40,433.12	0.00
<a href="#">A 2110.121-3</a>	KINDERGARTEN TEACHERS SALARIES-WLB	155,788.00	3,307.00	159,095.00	119,125.36	39,969.64	0.00
<a href="#">A 2110.123</a>	AFTER SCHOOL PROGRAMS	0.00	10,757.00	10,757.00	9,681.30	1,075.70	0.00
<a href="#">A 2110.123-1</a>	AFTER SCHOOL PROGRAMS-BAS	6,650.00	2,318.50	8,968.50	6,876.54	763.96	1,328.00
<a href="#">A 2110.123-2</a>	AFTER SCHOOL PROGRAMS-RWC	6,700.00	1,995.57	8,695.57	11,951.54	731.12	-3,987.09
<a href="#">A 2110.123-3</a>	AFTER SCHOOL PROGRAMS-WLB	6,650.00	2,631.50	9,281.50	8,507.03	894.81	-120.34
<a href="#">A 2110.124-1</a>	SUPPORT SERVICES SALARIES-BAS	242,980.00	179,637.55	422,617.55	317,457.99	34,460.56	70,699.00
<a href="#">A 2110.124-2</a>	SUPPORT SERVICES SALARIES-RWC	284,586.00	87,517.00	372,103.00	278,619.00	93,484.00	0.00
<a href="#">A 2110.124-3</a>	SUPPORT SERVICES SALARIES-WLB	291,274.00	60,600.69	351,874.69	288,862.72	70,430.59	-7,418.62
<a href="#">A 2110.129-1</a>	EXTRA DUTIES/SERVICES-BAS	15,000.00	0.00	15,000.00	16,467.41	0.00	-1,467.41
<a href="#">A 2110.129-2</a>	EXTRA DUTIES/SERVICES-RWC	10,000.00	0.00	10,000.00	12,872.22	0.00	-2,872.22
<a href="#">A 2110.129-3</a>	EXTRA DUTIES/SERVICES-WLB	25,000.00	0.00	25,000.00	14,187.41	0.00	10,812.59
<a href="#">A 2110.140-1</a>	SUB TEACHERS SALARIES-BAS	25,000.00	28,065.00	53,065.00	70,050.00	0.00	-16,985.00
<a href="#">A 2110.140-2</a>	SUB TEACHERS SALARIES-RWC	25,000.00	11,005.00	36,005.00	43,505.00	0.00	-7,500.00
<a href="#">A 2110.140-3</a>	SUB TEACHERS SALARIES-WLB	90,000.00	-39,070.00	50,930.00	64,551.44	0.00	-13,621.44
<a href="#">A 2110.16</a>	LCH/CRM/CPY AIDES	0.00	0.00	0.00	0.00	0.00	0.00
<a href="#">A 2110.160-1</a>	LCH/CRM/CPY AIDES-BAS	182,324.00	0.00	182,324.00	145,615.64	9,713.26	26,995.10
<a href="#">A 2110.160-2</a>	LCH/CRM/CPY AIDES-RWC	127,324.00	0.00	127,324.00	148,373.53	9,755.46	-30,804.99
<a href="#">A 2110.160-3</a>	LCH/CRM/CPY AIDES-WLB	152,417.00	-20,000.00	132,417.00	127,717.28	9,755.46	-5,055.74
<a href="#">A 2110.239</a>	INSTRU MUSIC	5,000.00	0.00	5,000.00	2,848.00	1,768.41	383.59
<a href="#">A 2110.400-71</a>	COPIER LEASES-BAS	25,000.00	0.00	25,000.00	18,034.81	6,965.19	0.00
<a href="#">A 2110.400-72</a>	COPIER LEASES-WLB	38,000.00	0.00	38,000.00	16,935.15	7,105.92	13,958.93
<a href="#">A 2110.400-73</a>	COPIER LEASES-RWC	17,000.00	5,300.00	22,300.00	20,232.02	2,067.98	0.00
<a href="#">A 2110.402-4</a>	SOCIAL STUDIES	2,900.00	0.00	2,900.00	0.00	0.00	2,900.00
<a href="#">A 2110.402-71</a>	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
<a href="#">A 2110.402-72</a>	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
<a href="#">A 2110.402-73</a>	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00



# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2110.402-81</a>	SCIENCE-BAS	175.00	0.00	175.00	0.00	0.00	175.00
<a href="#">A 2110.402-82</a>	SCIENCE-RWC	150.00	0.00	150.00	0.00	0.00	150.00
<a href="#">A 2110.402-83</a>	SCIENCE-WLB	175.00	0.00	175.00	0.00	0.00	175.00
<a href="#">A 2110.402-91</a>	ESL-BAS	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.402-92</a>	ESL-RWC	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.402-93</a>	ESL-WLB	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-51</a>	PHYSICAL ED-BAS	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-52</a>	PHYSICAL ED-RWC	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-53</a>	PHYSICAL ED-WLB	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-81</a>	VOCAL MUSIC-BAS	150.00	-70.53	79.47	58.31	0.00	21.16
<a href="#">A 2110.403-82</a>	VOCAL MUSIC-RWC	175.00	-31.53	143.47	58.32	0.00	85.15
<a href="#">A 2110.403-83</a>	VOCAL MUSIC-WLB	175.00	-29.61	145.39	58.32	0.00	87.07
<a href="#">A 2110.403-91</a>	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	772.99	0.00	1,227.01
<a href="#">A 2110.403-92</a>	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	792.99	0.00	1,207.01
<a href="#">A 2110.403-93</a>	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	773.98	0.00	1,226.02
<a href="#">A 2110.404-5</a>	OUTDOOR EDUCATION	600.00	0.00	600.00	0.00	0.00	600.00
<a href="#">A 2110.405-4</a>	CHALLENGE	850.00	0.00	850.00	525.00	0.00	325.00
<a href="#">A 2110.406-41</a>	STAFF MILEAGE-BAS	500.00	0.00	500.00	50.63	99.37	350.00
<a href="#">A 2110.406-42</a>	STAFF MILEAGE-RWC	500.00	0.00	500.00	52.89	247.11	200.00
<a href="#">A 2110.406-43</a>	STAFF MILEAGE-WLB	500.00	0.00	500.00	15.08	334.92	150.00
<a href="#">A 2110.450-1</a>	BAS-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	9,999.96	0.00	0.04
<a href="#">A 2110.450-2</a>	WLB-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	7,217.48	450.48	2,332.04
<a href="#">A 2110.450-3</a>	RWC-GENERAL INSTR SUPPLIES	16,000.00	3,547.45	19,547.45	16,414.35	0.00	3,133.10
<a href="#">A 2110.450-4</a>	MATH SUPPLIES	16,600.00	-8,000.00	8,600.00	1,046.08	0.00	7,553.92
<a href="#">A 2110.451-01</a>	BAS-KINDERGARTEN	2,000.00	0.00	2,000.00	2,000.00	0.00	0.00
<a href="#">A 2110.451-02</a>	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	1,145.96	0.00	354.04
<a href="#">A 2110.451-03</a>	RWC-KINDERGARTEN	2,500.00	0.00	2,500.00	2,016.29	0.00	483.71
<a href="#">A 2110.452-41</a>	READING SUPPLIES-BAS	2,000.00	0.00	2,000.00	1,462.87	0.00	537.13
<a href="#">A 2110.452-42</a>	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	1,975.86	0.00	24.14
<a href="#">A 2110.452-43</a>	READING SUPPLIES-RWC	2,000.00	0.00	2,000.00	1,577.24	0.00	422.76
<a href="#">A 2110.452-51</a>	EARLY INTERV SUPPLIES-BAS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2110.452-52</a>	EARLY INTERV SUPPLIES-WLB	1,000.00	0.00	1,000.00	758.00	0.00	242.00
<a href="#">A 2110.452-53</a>	EARLY INTERV SUPPLIES-RWC	1,000.00	0.00	1,000.00	947.39	0.00	52.61

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2110.452-71</a>	HEALTH-BAS	700.00	0.00	700.00	0.00	0.00	700.00
<a href="#">A 2110.452-72</a>	HEALTH-RWC	650.00	0.00	650.00	0.00	0.00	650.00
<a href="#">A 2110.452-73</a>	HEALTH-WLB	650.00	0.00	650.00	0.00	0.00	650.00
<a href="#">A 2110.452-81</a>	SCIENCE-BAS	1,200.00	0.00	1,200.00	549.17	0.00	650.83
<a href="#">A 2110.452-82</a>	SCIENCE-RWC	1,200.00	0.00	1,200.00	969.06	0.00	230.94
<a href="#">A 2110.452-83</a>	SCIENCE-WLB	1,200.00	0.00	1,200.00	880.03	0.00	319.97
<a href="#">A 2110.452-91</a>	ESL-BAS	400.00	0.00	400.00	125.39	3.01	271.60
<a href="#">A 2110.452-92</a>	ESL-RWC	300.00	0.00	300.00	246.36	0.00	53.64
<a href="#">A 2110.452-93</a>	ESL-WLB	300.00	0.00	300.00	260.47	0.00	39.53
<a href="#">A 2110.453-01</a>	BAS-ART	3,300.00	0.00	3,300.00	1,964.14	1,334.70	1.16
<a href="#">A 2110.453-02</a>	WLB-ART	3,300.00	0.00	3,300.00	1,734.36	1,564.21	1.43
<a href="#">A 2110.453-03</a>	RWC-ART	3,800.00	0.00	3,800.00	3,797.73	0.00	2.27
<a href="#">A 2110.453-51</a>	BAS-PHYSICAL ED	1,300.00	0.00	1,300.00	1,035.16	0.00	264.84
<a href="#">A 2110.453-52</a>	WLB-PHYSICAL ED	1,300.00	0.00	1,300.00	213.78	0.00	1,086.22
<a href="#">A 2110.453-53</a>	RWC-PHYSICAL ED	1,600.00	0.00	1,600.00	1,095.30	0.00	504.70
<a href="#">A 2110.453-81</a>	VOCAL MUSIC-BAS	790.00	121.38	911.38	911.38	0.00	0.00
<a href="#">A 2110.453-82</a>	VOCAL MUSIC-RWC	930.00	82.38	1,012.38	1,012.38	0.00	0.00
<a href="#">A 2110.453-83</a>	VOCAL MUSIC-WLB	780.00	80.46	860.46	860.46	0.00	0.00
<a href="#">A 2110.453-91</a>	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	1,946.36	0.00	53.64
<a href="#">A 2110.453-92</a>	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	1,866.89	0.00	133.11
<a href="#">A 2110.453-93</a>	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	1,921.69	0.00	78.31
<a href="#">A 2110.455-01</a>	BAS-SUPPLEMENTAL	2,000.00	0.00	2,000.00	1,772.45	0.00	227.55
<a href="#">A 2110.455-02</a>	WLB-SUPPLEMENTAL	3,000.00	0.00	3,000.00	1,393.72	0.00	1,606.28
<a href="#">A 2110.455-03</a>	RWC-SUPPLEMENTAL	3,700.00	-3,700.00	0.00	0.00	0.00	0.00
<a href="#">A 2110.455-4</a>	CHALLENGE	2,800.00	0.00	2,800.00	2,361.45	0.00	438.55
<a href="#">A 2110.455-41</a>	BAS-CHALLENGE	1,255.00	0.00	1,255.00	1,004.00	0.00	251.00
<a href="#">A 2110.455-42</a>	WLB-CHALLENGE	1,300.00	0.00	1,300.00	257.00	0.00	1,043.00
<a href="#">A 2110.455-43</a>	RWC-CHALLENGE	1,495.00	0.00	1,495.00	794.11	0.00	700.89
<a href="#">A 2110.456</a>	District Workbooks	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
<a href="#">A 2110.47</a>	TUITION	25,000.00	-25,000.00	0.00	0.00	0.00	0.00
<a href="#">A 2110.473</a>	CHARTER SCHOOL TUITION	48,000.00	72,724.55	120,724.55	50,224.15	32,074.52	38,425.88
<a href="#">A 2110.48</a>	TEXTBOOKS	16,000.00	4,307.16	20,307.16	16,307.16	4,000.00	0.00
<a href="#">A 2110.480-1</a>	BAS TEXTBOOKS	8,500.00	0.00	8,500.00	6,891.66	400.00	1,208.34

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2110.480-2</a>	WLB TEXTBOOKS	8,800.00	0.00	8,800.00	8,396.46	400.00	3.54
<a href="#">A 2110.480-3</a>	RWC TEXTBOOKS	11,000.00	0.00	11,000.00	10,270.09	400.00	329.91
<a href="#">A 2110.482-41</a>	READING/SUPPORT TEXTBOOKS BAS	2,500.00	0.00	2,500.00	44.17	0.00	2,455.83
<a href="#">A 2110.482-42</a>	READING/SUPPORT TEXTBOOKS WLB	2,500.00	0.00	2,500.00	2,434.65	0.00	65.35
<a href="#">A 2110.482-43</a>	READING/SUPPORT TEXTBOOKS RWC	2,700.00	0.00	2,700.00	2,700.00	0.00	0.00
<a href="#">A 2110.482-9</a>	ESL TEXTBOOKS	2,300.00	0.00	2,300.00	1,601.03	0.00	698.97
<a href="#">A 2110.484</a>	MATH TEXTBOOKS	16,000.00	0.00	16,000.00	0.00	0.00	16,000.00
<a href="#">A 2110.485</a>	SCIENCE TEXTBOOKS	8,200.00	-4,307.16	3,892.84	0.00	0.00	3,892.84
<a href="#">A 2110.492-9</a>	ESL	23,000.00	18,300.00	41,300.00	29,474.45	19,825.55	-8,000.00
<a href="#">A 2110.494-5</a>	OUTDOOR EDUCATION	33,000.00	0.00	33,000.00	-9,800.00	33,000.00	9,800.00
<a href="#">A 2110.495-5</a>	BOCES-ARTS IN EDUC	25,000.00	0.00	25,000.00	22,152.63	5,047.37	-2,200.00
<b>2110</b>	<b>REGULAR SCHOOL</b>	<b>10,736,469.00</b>	<b>-436,664.16</b>	<b>10,299,804.84</b>	<b>8,002,395.78</b>	<b>2,107,814.88</b>	<b>189,594.18</b>
<a href="#">A 2111.154-5</a>	OUTDOOR EDUCATION SALARIES	0.00	0.00	0.00	616.95	0.00	-616.95
<b>2111</b>	<b>ENG. SEC.LANG.</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>616.95</b>	<b>0.00</b>	<b>-616.95</b>
<b>21</b>	<b>New York State Income Tax</b>	<b>10,736,469.00</b>	<b>-436,664.16</b>	<b>10,299,804.84</b>	<b>8,003,012.73</b>	<b>2,107,814.88</b>	<b>188,977.23</b>
<a href="#">A 2250.15</a>	RR/SPEECH/CID SALARIES	0.00	0.00	0.00	0.00	2,163.66	-2,163.66
<a href="#">A 2250.150-1</a>	RR/SPEECH/CID SALARIES-BAS	231,111.00	40,223.63	271,334.63	194,407.55	60,648.34	16,278.74
<a href="#">A 2250.150-2</a>	RR/SPEECH/CID SALARIES-RWC	361,534.00	334,061.83	695,595.83	540,010.66	152,331.17	3,254.00
<a href="#">A 2250.150-3</a>	RR/SPEECH/CID SALARIES-WLB	502,488.00	80,216.91	582,704.91	444,943.45	136,641.47	1,119.99
<a href="#">A 2250.151-1</a>	INCLUSION TEACHERS SALARIES-BAS	664,758.00	-180,355.60	484,402.40	370,005.25	125,576.06	-11,178.91
<a href="#">A 2250.151-2</a>	INCLUSION TEACHERS SALARIES-RWC	808,558.00	-563,582.28	244,975.72	181,154.16	58,409.84	5,411.72
<a href="#">A 2250.152</a>	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
<a href="#">A 2250.16</a>	CSE OFFICE SALARIES	130,237.00	2,107.00	132,344.00	120,613.74	5,639.26	6,091.00
<a href="#">A 2250.160-3</a>	CSE CLASSROOM AIDES-WLB	0.00	0.00	0.00	0.00	0.00	0.00
<a href="#">A 2250.161</a>	INCLUSION AIDES SALARIES	0.00	62,284.72	62,284.72	58,767.55	7,564.80	-4,047.63
<a href="#">A 2250.161-1</a>	INCLUSION AIDES SALARIES-BAS	19,287.00	26,455.23	45,742.23	33,743.92	3,709.76	8,288.55
<a href="#">A 2250.161-2</a>	INCLUSION AIDES SALARIES-RWC	60,037.00	85,280.63	145,317.63	123,124.51	30,949.20	-8,756.08
<a href="#">A 2250.161-3</a>	INCLUSION AIDES SALARIES-WLB	76,214.00	100,914.93	177,128.93	150,395.52	36,233.76	-9,500.35
<a href="#">A 2250.2</a>	SPECIAL ED EQUIP GENERAL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2250.237</a>	CID EQUIPMENT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2250.4</a>	SPECIAL ED EXPENSES	335,000.00	35,294.26	370,294.26	240,278.53	128,721.20	1,294.53
<a href="#">A 2250.400-1</a>	Copy Machine Lease Service	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
<a href="#">A 2250.403-97</a>	PETTY CASH	100.00	0.00	100.00	0.00	100.00	0.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2250.45</a>	SPECIAL ED SUPPLIES		5,000.00	2,107.60	7,107.60	7,104.82	0.00	2.78
<a href="#">A 2250.451</a>	OFFICE PAPER-CSE		500.00	0.00	500.00	0.00	0.00	500.00
<a href="#">A 2250.453-41</a>	SPEECH SUPPLIES-BAS		300.00	0.00	300.00	199.73	0.00	100.27
<a href="#">A 2250.453-42</a>	SPEECH SUPPLIES-RWC		350.00	0.00	350.00	330.27	0.00	19.73
<a href="#">A 2250.453-43</a>	SPEECH SUPPLIES-WLB		350.00	0.00	350.00	60.85	0.00	289.15
<a href="#">A 2250.453-5</a>	SPECIAL ED-SPEECH K		500.00	0.00	500.00	416.89	0.00	83.11
<a href="#">A 2250.453-61</a>	RESOURCE ROOM-BAS		0.00	667.00	667.00	306.17	0.00	360.83
<a href="#">A 2250.453-62</a>	RESOURCE ROOM-RWC		1,000.00	-333.00	667.00	499.39	0.00	167.61
<a href="#">A 2250.453-63</a>	RESOURCE ROOM-WLB		1,000.00	-334.00	666.00	499.62	0.00	166.38
<a href="#">A 2250.453-72</a>	CID SUPPLIES-RWC		660.00	0.00	660.00	614.00	0.00	46.00
<a href="#">A 2250.453-73</a>	CID SUPPLIES-WLB		1,340.00	0.00	1,340.00	1,338.48	0.00	1.52
<a href="#">A 2250.477</a>	SPECIAL ED-TUITION		644,143.00	494,355.00	1,138,498.00	730,309.35	350,390.65	57,798.00
<a href="#">A 2250.483-7</a>	CID TEXTBOOKS		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2250.490</a>	BOCES SERVICES		2,516,411.00	-160,259.00	2,356,152.00	1,856,090.68	500,061.32	0.00
<b>2250</b>	<b>HANDICAPPED PROGRAM</b>	*	<b>6,372,378.00</b>	<b>359,104.86</b>	<b>6,731,482.86</b>	<b>5,055,215.09</b>	<b>1,599,140.49</b>	<b>77,127.28</b>
<b>22</b>	<b>Federal Income Tax</b>	**	<b>6,372,378.00</b>	<b>359,104.86</b>	<b>6,731,482.86</b>	<b>5,055,215.09</b>	<b>1,599,140.49</b>	<b>77,127.28</b>
<a href="#">A 2330.45</a>	SUMMER SCHOOL SUPPLIES		1,000.00	0.00	1,000.00	0.00	175.00	825.00
<a href="#">A 2330.49</a>	BOCES SUMMER SCHOOL		75,000.00	-75,000.00	0.00	0.00	0.00	0.00
<b>2330</b>	<b>OTHER SPEC. SCHOOLS</b>	*	<b>76,000.00</b>	<b>-75,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>175.00</b>	<b>825.00</b>
<b>23</b>	<b>Income Executions</b>	**	<b>76,000.00</b>	<b>-75,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>175.00</b>	<b>825.00</b>
<a href="#">A 2610.150-1</a>	LIBRARY SALARIES-BAS		81,117.00	3,453.00	84,570.00	63,323.34	21,246.66	0.00
<a href="#">A 2610.150-2</a>	LIBRARY SALARIES-RWC		70,641.00	2,564.50	73,205.50	54,507.86	18,697.14	0.50
<a href="#">A 2610.150-3</a>	LIBRARY SALARIES-WLB		138,205.00	-2,762.00	135,443.00	101,415.44	34,027.56	0.00
<a href="#">A 2610.2</a>	EQUIPMENT-LIBRARY		1,000.00	28,953.69	29,953.69	29,953.69	0.00	0.00
<a href="#">A 2610.250-0</a>	AUDIO VISUAL EQUIPMENT		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<a href="#">A 2610.405</a>	AUDIO VISUAL EXPENSES		2,500.00	-399.73	2,100.27	593.84	220.00	1,286.43
<a href="#">A 2610.45</a>	LIBRARY SUPPLIES		1,800.00	53,739.39	55,539.39	55,225.83	0.00	313.56
<a href="#">A 2610.451</a>	LIBRARY BOOKS-BAS		6,800.00	-175.00	6,625.00	5,213.61	130.16	1,281.23
<a href="#">A 2610.452</a>	LIBRARY BOOKS-RWC		7,985.00	-175.00	7,810.00	6,052.55	0.00	1,757.45
<a href="#">A 2610.453</a>	LIBRARY BOOKS-WLB		6,715.00	-148.03	6,566.97	6,505.64	0.00	61.33
<a href="#">A 2610.455</a>	AUDIO VISUAL SUPPLIES		1,500.00	956.76	2,456.76	2,456.76	0.00	0.00
<a href="#">A 2610.46</a>	LIBRARY COMPUTER SOFTWARE		3,000.00	-746.94	2,253.06	0.00	2,244.00	9.06
<a href="#">A 2610.49</a>	BOCES		25,000.00	0.00	25,000.00	24,052.69	5,547.31	-4,600.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<b>2610</b>	<b>LIBRARY</b>	*	<b>347,263.00</b>	<b>84,260.64</b>	<b>431,523.64</b>	<b>349,301.25</b>	<b>82,112.83</b>	<b>109.56</b>
<a href="#">A 2630.12</a>	COMPUTER SALARY		103,995.00	38,572.20	142,567.20	109,334.84	34,027.56	-795.20
<a href="#">A 2630.120-2</a>	COMPUTER SALARY-RWC		0.00	33,536.73	33,536.73	28,934.87	6,512.93	-1,911.07
<a href="#">A 2630.2</a>	COMPUTER EQUIPMENT		45,000.00	-37,500.00	7,500.00	3,358.38	0.00	4,141.62
<a href="#">A 2630.4</a>	COMPUTER EXPENSES		15,000.00	-1,850.55	13,149.45	11,933.98	1,201.88	13.59
<a href="#">A 2630.45</a>	COMPUTER SUPPLIES		70,000.00	-27,417.71	42,582.29	40,908.84	1,643.71	29.74
<a href="#">A 2630.46</a>	COMPUTER SOFTWARE		35,000.00	-7,593.66	27,406.34	20,066.97	0.00	7,339.37
<a href="#">A 2630.49</a>	BOCES E-RATE SERVICES		205,000.00	96,244.82	301,244.82	283,383.13	56,661.69	-38,800.00
<b>2630</b>	<b>COMPUTER ASSISTED INSTRUCT.</b>	*	<b>473,995.00</b>	<b>93,991.83</b>	<b>567,986.83</b>	<b>497,921.01</b>	<b>100,047.77</b>	<b>-29,981.95</b>
<b>26</b>	<b>Social Security Tax</b>	**	<b>821,258.00</b>	<b>178,252.47</b>	<b>999,510.47</b>	<b>847,222.26</b>	<b>182,160.60</b>	<b>-29,872.39</b>
<a href="#">A 2805.4</a>	ATTENDANCE EXPENSES		18,000.00	0.00	18,000.00	0.00	18,000.00	0.00
<b>2805</b>	<b>ATTENDANCE</b>	*	<b>18,000.00</b>	<b>0.00</b>	<b>18,000.00</b>	<b>0.00</b>	<b>18,000.00</b>	<b>0.00</b>
<a href="#">A 2815.16</a>	SCHOOL NURSES SALARIES		49,198.00	18,767.00	67,965.00	50,973.84	16,991.16	0.00
<a href="#">A 2815.160-1</a>	SCHOOL NURSES SALARIES-BAS		65,787.00	-5,686.10	60,100.90	45,000.90	15,100.00	0.00
<a href="#">A 2815.160-2</a>	SCHOOL NURSES SALARIES-RWC		81,480.00	-10,643.00	70,837.00	53,127.72	17,709.28	0.00
<a href="#">A 2815.160-3</a>	SCHOOL NURSES SALARIES-WLB		63,769.00	-2,437.90	61,331.10	54,531.90	6,059.10	740.10
<a href="#">A 2815.4</a>	HEALTH SERVICES EXPENSES		50,000.00	34,035.00	84,035.00	65,747.68	18,584.53	-297.21
<a href="#">A 2815.450-1</a>	HEALTH SERVICE SUPPLIES-BAS		2,900.00	-510.00	2,390.00	2,285.32	0.00	104.68
<a href="#">A 2815.450-2</a>	HEALTH SERVICE SUPPLIES-RWC		2,900.00	-1,000.00	1,900.00	1,862.78	8.70	28.52
<a href="#">A 2815.450-3</a>	HEALTH SERVICE SUPPLIES-WLB		2,900.00	-1,400.00	1,500.00	1,487.32	0.00	12.68
<a href="#">A 2815.452-51</a>	DIAGNOSTIC SCREEN SUPPLIES-BAS		5,650.00	0.00	5,650.00	3,228.05	0.00	2,421.95
<a href="#">A 2815.452-52</a>	DIAGNOSTIC SCREEN SUPPLIES-RWC		5,700.00	0.00	5,700.00	4,280.81	900.00	519.19
<a href="#">A 2815.452-53</a>	DIAGNOSTIC SCREEN SUPPLIES-WLB		5,650.00	-1,625.00	4,025.00	2,646.10	0.00	1,378.90
<a href="#">A 2815.473</a>	SPEECH SERV-PAROC		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
<a href="#">A 2815.49</a>	BOCES-HEALTH SERV		18,651.00	14,500.00	33,151.00	23,809.26	9,341.74	0.00
<b>2815</b>	<b>HEALTH SERVICES</b>	*	<b>356,085.00</b>	<b>42,500.00</b>	<b>398,585.00</b>	<b>308,981.68</b>	<b>84,694.51</b>	<b>4,908.81</b>
<a href="#">A 2820.151-71</a>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-BAS		118,406.00	2,435.00	120,841.00	90,485.66	30,355.34	0.00
<a href="#">A 2820.151-72</a>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-RWC		117,402.00	2,439.00	119,841.00	89,733.24	30,107.76	0.00
<a href="#">A 2820.151-73</a>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-WLB		194,302.00	2,979.00	197,281.00	160,446.80	36,834.20	0.00
<a href="#">A 2820.155-0</a>	EARLY ID TEACHERS SALARIES		2,000.00	-1,069.00	931.00	0.00	0.00	931.00
<a href="#">A 2820.400-1</a>	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 5/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2820.400-2</a>	PSYCH EXPENSES-RWC		300.00	0.00	300.00	0.00	0.00	300.00
<a href="#">A 2820.400-3</a>	PSYCH EXPENSES-WLB		300.00	5,069.00	5,369.00	5,369.00	0.00	0.00
<a href="#">A 2820.451-71</a>	PSYCH SUPPLIES-BAS		300.00	0.00	300.00	195.31	0.00	104.69
<a href="#">A 2820.451-72</a>	PSYCH SUPPLIES-RWC		350.00	0.00	350.00	82.80	0.00	267.20
<a href="#">A 2820.451-73</a>	PSYCH SUPPLIES-WLB		350.00	0.00	350.00	287.47	0.00	62.53
<a href="#">A 2820.455-0</a>	EARLY ID-SUPPLIES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<b>2820</b>	<b>PSYCHOLOGY SERVICES</b>	*	<b>434,960.00</b>	<b>11,853.00</b>	<b>446,813.00</b>	<b>346,600.28</b>	<b>97,297.30</b>	<b>2,915.42</b>
<a href="#">A 2825.150-1</a>	SOCIAL WORKER SALARIES-BAS		71,046.00	64,397.00	135,443.00	101,415.44	34,027.56	0.00
<a href="#">A 2825.150-2</a>	SOCIAL WORKER SALARIES-RWC		135,663.00	0.00	135,663.00	100,584.22	33,763.68	1,315.10
<a href="#">A 2825.150-3</a>	SOCIAL WORKER SALARIES-WLB		73,900.00	-72,397.00	1,503.00	0.00	0.00	1,503.00
<a href="#">A 2825.400-1</a>	SOCIAL WORKER EXPENSES-BAS		200.00	0.00	200.00	197.54	0.00	2.46
<a href="#">A 2825.45</a>	SOCIAL WORKER SUPPLIES		300.00	0.00	300.00	0.00	0.00	300.00
<a href="#">A 2825.450-2</a>	SOCIAL WORKER SUPPLIES-RWC		200.00	0.00	200.00	102.13	0.00	97.87
<b>2825</b>	<b>SOCIAL WORK SRVC-REG SCHOOL</b>	*	<b>281,309.00</b>	<b>-8,000.00</b>	<b>273,309.00</b>	<b>202,299.33</b>	<b>67,791.24</b>	<b>3,218.43</b>
<b>28</b>	<b>New York City Income Tax</b>	**	<b>1,090,354.00</b>	<b>46,353.00</b>	<b>1,136,707.00</b>	<b>857,881.29</b>	<b>267,783.05</b>	<b>11,042.66</b>
<b>2</b>		***	<b>20,404,751.00</b>	<b>73,392.18</b>	<b>20,478,143.18</b>	<b>15,931,524.05</b>	<b>4,266,946.71</b>	<b>279,672.42</b>
<a href="#">A 5540.4</a>	TRANSPORTATION EXPENSES		1,300,000.00	255,962.00	1,555,962.00	1,319,756.99	234,450.78	1,754.23
<a href="#">A 5540.405</a>	TRANSPORT/SCHOOL TRIP		12,000.00	15,000.00	27,000.00	2,661.86	23,187.51	1,150.63
<b>5540</b>	<b>CONTRACTED TRANSPORTATION</b>	*	<b>1,312,000.00</b>	<b>270,962.00</b>	<b>1,582,962.00</b>	<b>1,322,418.85</b>	<b>257,638.29</b>	<b>2,904.86</b>
<a href="#">A 5581.49</a>	BOCES/TRANSP. EXPENSE		260,000.00	0.00	260,000.00	219,762.40	55,637.60	-15,400.00
<a href="#">A 5581.491</a>	SUMMER SPECIAL ED. TRANSPORTATION		12,000.00	-12,000.00	0.00	0.00	0.00	0.00
<b>5581</b>	<b>TRANS. BOCES</b>	*	<b>272,000.00</b>	<b>-12,000.00</b>	<b>260,000.00</b>	<b>219,762.40</b>	<b>55,637.60</b>	<b>-15,400.00</b>
<b>55</b>		**	<b>1,584,000.00</b>	<b>258,962.00</b>	<b>1,842,962.00</b>	<b>1,542,181.25</b>	<b>313,275.89</b>	<b>-12,495.14</b>
<b>5</b>		***	<b>1,584,000.00</b>	<b>258,962.00</b>	<b>1,842,962.00</b>	<b>1,542,181.25</b>	<b>313,275.89</b>	<b>-12,495.14</b>
<a href="#">A 8070.4</a>	CENSUS EXPENSES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 8070.45</a>	CENSUS SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
<b>8070</b>	<b>CENSUS</b>	*	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200.00</b>
<b>80</b>		**	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200.00</b>
<b>8</b>		***	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200.00</b>
<a href="#">A 9010.8</a>	EMPLOYEE RETIREMENT		435,882.00	-17,696.00	418,186.00	175,578.00	0.00	242,608.00
<b>9010</b>	<b>EMP. RETIREMENT SYSTEM</b>	*	<b>435,882.00</b>	<b>-17,696.00</b>	<b>418,186.00</b>	<b>175,578.00</b>	<b>0.00</b>	<b>242,608.00</b>
<a href="#">A 9020.8</a>	TEACHERS RETIREMENT		1,580,139.00	-24,000.00	1,556,139.00	0.00	0.00	1,556,139.00
<b>9020</b>	<b>TEACHERS RETIRE. SYSTEM</b>	*	<b>1,580,139.00</b>	<b>-24,000.00</b>	<b>1,556,139.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,556,139.00</b>

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 5/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 9030.8</a>	SOCIAL SECURITY		1,329,102.00	-40,000.00	1,289,102.00	1,036,328.17	249,537.73	3,236.10
<b>9030</b>	<b>FICA</b>	*	<b>1,329,102.00</b>	<b>-40,000.00</b>	<b>1,289,102.00</b>	<b>1,036,328.17</b>	<b>249,537.73</b>	<b>3,236.10</b>
<a href="#">A 9040.8</a>	WORKERS COMP		104,439.00	0.00	104,439.00	104,439.00	0.00	0.00
<b>9040</b>	<b>WORKMEN'S COMPENSATION</b>	*	<b>104,439.00</b>	<b>0.00</b>	<b>104,439.00</b>	<b>104,439.00</b>	<b>0.00</b>	<b>0.00</b>
<a href="#">A 9050.8</a>	UNEMPLOYMENT INSURANCE		30,000.00	-25,000.00	5,000.00	1,220.40	3,779.60	0.00
<b>9050</b>	<b>UNEMPLOYMENT</b>	*	<b>30,000.00</b>	<b>-25,000.00</b>	<b>5,000.00</b>	<b>1,220.40</b>	<b>3,779.60</b>	<b>0.00</b>
<a href="#">A 9060.8</a>	HOSP & MED INSUR		4,056,700.00	-425,839.44	3,630,860.56	2,965,915.91	663,838.08	1,106.57
<a href="#">A 9060.85</a>	DENTAL INSURANCE		197,200.00	-67,500.00	129,700.00	118,828.81	10,871.19	0.00
<b>9060</b>	<b>HEALTH INSURANCE</b>	*	<b>4,253,900.00</b>	<b>-493,339.44</b>	<b>3,760,560.56</b>	<b>3,084,744.72</b>	<b>674,709.27</b>	<b>1,106.57</b>
<a href="#">A 9089.15</a>	ACCUM LEAVE		0.00	28,632.36	28,632.36	28,632.36	0.00	0.00
<b>9089</b>	<b>OTHER</b>	*	<b>0.00</b>	<b>28,632.36</b>	<b>28,632.36</b>	<b>28,632.36</b>	<b>0.00</b>	<b>0.00</b>
<b>90</b>		**	<b>7,733,462.00</b>	<b>-571,403.08</b>	<b>7,162,058.92</b>	<b>4,430,942.65</b>	<b>928,026.60</b>	<b>1,803,089.67</b>
<a href="#">A 9710.6</a>	PRINCIPAL ON INDEBTED		310,641.00	0.00	310,641.00	310,640.43	0.00	0.57
<a href="#">A 9710.7</a>	INTEREST ON INDEBTEDN		84,836.00	0.00	84,836.00	84,835.85	0.00	0.15
<b>9710</b>	<b>DEBT SERVICE-SERIAL BONDS</b>	*	<b>395,477.00</b>	<b>0.00</b>	<b>395,477.00</b>	<b>395,476.28</b>	<b>0.00</b>	<b>0.72</b>
<b>97</b>	<b>Endowment, Scholarship and Gift Fund</b>	**	<b>395,477.00</b>	<b>0.00</b>	<b>395,477.00</b>	<b>395,476.28</b>	<b>0.00</b>	<b>0.72</b>
<a href="#">A 9901.93</a>	TRANSFER TO SCHOOL FOOD		10,000.00	-10,000.00	0.00	0.00	0.00	0.00
<a href="#">A 9901.95</a>	TRANSFER TO SPECIAL AID		40,000.00	-22,000.00	18,000.00	0.00	0.00	18,000.00
<b>9901</b>	<b>TRANSFER TO SPECIAL AID</b>	*	<b>50,000.00</b>	<b>-32,000.00</b>	<b>18,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,000.00</b>
<a href="#">A 9950.9</a>	INTERFUND TRANSFER		400,000.00	0.00	400,000.00	400,000.00	0.00	0.00
<b>9950</b>	<b>TRANSFER TO CAPITAL</b>	*	<b>400,000.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>
<b>99</b>		**	<b>450,000.00</b>	<b>-32,000.00</b>	<b>418,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>18,000.00</b>
<b>9</b>		***	<b>8,578,939.00</b>	<b>-603,403.08</b>	<b>7,975,535.92</b>	<b>5,226,418.93</b>	<b>928,026.60</b>	<b>1,821,090.39</b>
<b>Fund ATotals:</b>			<b>33,977,966.00</b>	<b>93,193.16</b>	<b>34,071,159.16</b>	<b>25,827,156.67</b>	<b>6,011,495.29</b>	<b>2,232,507.20</b>
<b>Grand Totals:</b>			<b>33,977,966.00</b>	<b>93,193.16</b>	<b>34,071,159.16</b>	<b>25,827,156.67</b>	<b>6,011,495.29</b>	<b>2,232,507.20</b>

# VALLEY STREAM UFSD # 24

## Revenue Status Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<a href="#">A 1001</a>	REAL PROPERTY TAXES	22,325,782.00	0.00	22,325,782.00	22,339,947.61	-14,165.61
<a href="#">A 1052</a>	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	449,797.99	-449,797.99
<a href="#">A 1090</a>	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	5,340.77	-5,340.77
<a href="#">A 2280</a>	HEALTH SERV OTHER DIST	0.00	0.00	0.00	178,251.85	-178,251.85
<a href="#">A 2304</a>	TRANSPORTATION OTHR DIST	0.00	0.00	0.00	10,750.74	-10,750.74
<a href="#">A 2401</a>	INTEREST AND EARNINGS	15,000.00	0.00	15,000.00	229,276.20	-214,276.20
<a href="#">A 2412</a>	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	1,960.00	-1,960.00
<a href="#">A 2670</a>	SALE OF PROPERTY	0.00	0.00	0.00	4,660.00	-4,660.00
<a href="#">A 2680</a>	INSURANCE RECOVERIES	0.00	0.00	0.00	28,329.21	-28,329.21
<a href="#">A 2701</a>	REFUNDS OF PRIOR YR EXP- BOCES ONLY	0.00	0.00	0.00	198,486.72	-198,486.72
<a href="#">A 2705</a>	GIFTS AND DONATIONS	0.00	0.00	0.00	1,000.00	-1,000.00
<a href="#">A 2770</a>	OTHER UNCLASSIFIED REV	900,373.00	0.00	900,373.00	-189.52	900,562.52
<a href="#">A 2771.ERA.TE</a>	E-RATE REFUND	0.00	0.00	0.00	16,611.12	-16,611.12
<a href="#">A 3089</a>	STATE AID OTHER	0.00	0.00	0.00	57,507.00	-57,507.00
<a href="#">A 3101</a>	STATE AID-BASIC FORMULA	10,536,811.00	0.00	10,536,811.00	5,645,495.18	4,891,315.82
<a href="#">A 3101.E</a>	EXCESS COST AID	0.00	0.00	0.00	1,143,496.00	-1,143,496.00
<a href="#">A 3102</a>	STATE AID-LOTTERY	0.00	0.00	0.00	1,736,584.57	-1,736,584.57
<a href="#">A 3103</a>	STATE AID-BOCES	0.00	0.00	0.00	131,975.50	-131,975.50
<a href="#">A 3260</a>	STATE AID-TEXTBOOKS	0.00	0.00	0.00	65,939.00	-65,939.00
<a href="#">A 3262</a>	STATE AID-COMPUTER SOFTWARE	0.00	0.00	0.00	18,351.00	-18,351.00
<a href="#">A 3263</a>	LIBRARY AV LOAN PROGRAM	0.00	0.00	0.00	17,999.00	-17,999.00
<a href="#">A 3289</a>	OTHER STATE AID	0.00	0.00	0.00	4,000.00	-4,000.00
<a href="#">A 4286</a>	CARES ACT EDUCATION STABILIZATION FUND - FEDERAL AID	0.00	0.00	0.00	42,234.00	-42,234.00
<a href="#">A 4601</a>	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	129,347.69	-129,347.69
<b>A Totals:</b>		<b>33,777,966.00</b>	<b>0.00</b>	<b>33,777,966.00</b>	<b>32,457,151.63</b>	<b>1,320,814.37</b>
<a href="#">C 1440</a>	SALE OF LUNCHES	0.00	0.00	0.00	54,220.90	-54,220.90
<a href="#">C 2401</a>	INTEREST & EARNINGS	0.00	0.00	0.00	760.58	-760.58
<a href="#">C 2770</a>	MISCELLANEOUS REVENUES	0.00	0.00	0.00	2,964.00	-2,964.00
<a href="#">C 3190</a>	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	3,436.00	-3,436.00
<a href="#">C 3191</a>	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	679.00	-679.00
<a href="#">C 4190</a>	FEDERAL AID - LUNCH	0.00	0.00	0.00	132,042.00	-132,042.00
<a href="#">C 4191</a>	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	16,491.00	-16,491.00



# VALLEY STREAM UFSD # 24

## Revenue Status Report By Function From 7/1/2022 To 5/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<b>C Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>210,593.48</b>	<b>-210,593.48</b>
<a href="#">CM 2401</a>	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	6.69	-6.69
<b>CM Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6.69</b>	<b>-6.69</b>
<a href="#">F 2401</a>	INTEREST & EARNINGS	0.00	0.00	0.00	700.66	-700.66
<a href="#">F 3289</a>	OTHER STATE AID	0.00	35,524.50	35,524.50	163,734.52	-128,210.02
<a href="#">F 3289.01.22.5870</a>	UPK GRANT - 2021-22 - 5870-22-9294	0.00	0.00	0.00	69,256.00	-69,256.00
<a href="#">F 3289.01.23.5870</a>	UPK GRANT - 2022-23 - 5870-23-9294	300,720.00	0.00	300,720.00	207,360.00	93,360.00
<a href="#">F 4289.00.21.5896</a>	CRRSA-GEER 2 - 03/13/20-09/30/23 - 5896-21-1565	0.00	0.00	0.00	25,891.00	-25,891.00
<a href="#">F 4289.02.23.0032</a>	SEC 611 - 0032-23-0433 - 2022-2023	332,562.00	0.00	332,562.00	254,348.00	78,214.00
<a href="#">F 4289.03.23.0033</a>	SEC 619 - 0033-23-0433 - 2022-2023	15,913.00	0.00	15,913.00	7,201.00	8,712.00
<a href="#">F 4289.07.23.0021</a>	TITLE IA - 2022-23 - 0021-23-1565	139,647.00	0.00	139,647.00	27,929.00	111,718.00
<a href="#">F 4289.08.23.0147</a>	TITLE IIA - 2022-23 - 0147-23-1565	23,287.00	0.00	23,287.00	9,984.00	13,303.00
<a href="#">F 4289.09.22.0293</a>	TITLE IIIA ELL - 2021-22 - 0293-22-1565	0.00	0.00	0.00	5,520.00	-5,520.00
<a href="#">F 4289.09.23.0293</a>	TITLE IIIA ELL - 2022-23 - 0293-23-1565	13,015.00	0.00	13,015.00	2,603.00	10,412.00
<a href="#">F 4289.10.22.0149</a>	TITLE III-IMM 0149-22-1565 2021-2022 - EXCESS	0.00	0.00	0.00	31,498.00	-31,498.00
<a href="#">F 4289.13.22.0204</a>	TITLE IV A - 2021-22 - 0204-22-1565	0.00	0.00	0.00	3,513.00	-3,513.00
<a href="#">F 4289.13.23.0204</a>	TITLE IV A - 2022-23 - 0204-23-1565	12,136.00	0.00	12,136.00	2,427.00	9,709.00
<a href="#">F 4289.14.22.0011</a>	TITLE I - 2021-22 - 0011-22-3144	0.00	0.00	0.00	31,873.00	-31,873.00
<a href="#">F 4289.14.23.0011</a>	TITLE I SCHOOL IMPROVEMENT (TSI) - 2022-23 - 0011-23-3144	0.00	0.00	0.00	80,900.00	-80,900.00
<a href="#">F 4289.32.22.5532</a>	ARP SEC 611 - 5532-22-0433 - 2021-2023	77,912.00	0.00	77,912.00	15,582.00	62,330.00
<a href="#">F 4289.33.22.5533</a>	ARP SEC 619 - 5533-22-0433 - 2021-2023	8,675.00	0.00	8,675.00	1,735.00	6,940.00
<a href="#">F 4289.80.21.5880</a>	ARP-ESSER - 2020-24 - 5880-21-1565	0.00	0.00	0.00	477,387.01	-477,387.01
<a href="#">F 4289.82.21.5882</a>	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
<b>F Totals:</b>		<b>1,023,869.00</b>	<b>35,524.50</b>	<b>1,059,393.50</b>	<b>1,419,442.19</b>	<b>-360,048.69</b>
<a href="#">H 2401</a>	INTEREST & EARNINGS	0.00	0.00	0.00	202.73	-202.73
<a href="#">H 3297</a>	STATE SOURCES OTHER-SSBA	57,513.76	0.00	57,513.76	0.00	57,513.76
<a href="#">H 3297.DAS.NY</a>	STATE AIDE OTHER: DASNY GRANTS	0.00	125,000.00	125,000.00	0.00	125,000.00
<a href="#">H 5031</a>	INTERFUND TRANSFER	400,000.00	0.00	400,000.00	400,000.00	0.00

**VALLEY STREAM UFSD # 24**

**Revenue Status Report By Function From 7/1/2022 To 5/31/2023**



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue	
		<b>H Totals:</b>	<b>457,513.76</b>	<b>125,000.00</b>	<b>582,513.76</b>	<b>400,202.73</b>	<b>182,311.03</b>
		<b>Grand Totals:</b>	<b>35,259,348.76</b>	<b>160,524.50</b>	<b>35,419,873.26</b>	<b>34,487,396.72</b>	<b>932,476.54</b>

# VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2022 - 5/31/2023



Account	Description	Debits	Credits
A 200G	NY CLASS	105,892.61	0.00
A 200H	METROPOLITAN COMMERCIAL BANK	4,168,151.17	0.00
A 203	CASH CHECKING-CHASE	8,449,412.10	0.00
A 204	CASH CHECKING-CHASE - TA	56,587.41	0.00
A 204A	CASH STUDENT DEPOSIT	16,625.00	0.00
A 204B	CASH - NET PAYROLL	2,483.31	0.00
A 250	TAXES RECEIVABLE	5,446,804.00	0.00
A 380	ACCOUNTS RECEIVABLE	10,769.30	0.00
A 391C	DUE FROM CAFETERIA FUND	130,000.00	0.00
A 391F	DUE FROM FEDERAL FUND	506,490.50	0.00
A 391H	DUE FROM CAPITAL FUND	320,000.00	0.00
A 440	DUE FROM OTHER GOVTS	2,738.89	0.00
A 510	ESTIMATED REVENUES	33,777,966.00	0.00
A 521	ENCUMBRANCES	6,011,495.29	0.00
A 522	APPROPRIATION EXPENSES	25,827,156.67	0.00
A 599	APPROPRIATED FUND BAL	293,193.16	0.00
A 600	ACCOUNTS PAYABLE	0.00	5,660.00
A 630	DUE TO OTHER FUNDS	0.00	642.93
A 630C	DUE TO CAFETERIA FUND	0.00	148,125.06
A 630F	DUE TO FEDERAL FUND	0.00	35,524.50
A 630H	DUE TO CAPITAL FUND	0.00	178,341.31
A 631	DUE TO HIGH SCHOOL DIST	0.00	2,626,235.24
A 632	DUE TO TEACHERS RETIREMT	0.00	122,618.09
A 691	DEFERRED REVENUE	0.00	14,175.36
A 718	STATE RETIREMENT	0.00	4,712.44
A 718.1	STATE RETIREMENT - ERS LOAN	0.00	2,194.00
A 718.3	STATE RETIREMENT - ERS ARREARS	0.00	100.71
A 720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	3,289.75
A 726	SOCIAL SECURITY TAXES	543.14	0.00
A 738	STUDENT DEPOSITS	0.00	16,575.70
A 815	RESERVE FOR UNEMPLOYMENT	0.00	23,307.13
A 821	RESERVE FOR ENCUMBRANCES	0.00	6,011,495.29
A 827	RESERVE FOR STATE AND LOCAL RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	3,718,647.54
A 828	RESERVE FOR TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	813,968.68
A 867	RES FOR ACCR LIAB & EMP BENE	0.00	1,218,820.94
A 878	CAPITAL RESERVE	0.00	2,029,883.32
A 909	FUND BALANCE	0.00	1,423,679.77
A 910	APPROPRIATED FUND BALANCE	0.00	200,000.00
A 960	APPROPRIATIONS	0.00	34,071,159.16
A 980	REVENUES	0.00	32,457,151.63
<b>A Fund Totals:</b>		<b>85,126,308.55</b>	<b>85,126,308.55</b>
C 203	CASH CHECKING-CHASE	12,712.81	0.00
C 391	DUE FROM GENERAL FUND	148,125.06	0.00
C 521	ENCUMBRANCES	63,462.42	0.00

**VALLEY STREAM UFSD # 24**

**Trial Balance Report From 7/1/2022 - 5/31/2023**



Account	Description	Debits	Credits
C 522	EXPENDITURES	325,928.14	0.00
C 599	APPROPRIATED FUND BALANCE	396,145.00	0.00
C 630	DUE TO OTHER FUNDS	0.00	130,000.00
C 691	DEFERRED REVENUE	0.00	12,256.81
C 821	RESERVE FOR ENCUMBRANCES	0.00	63,462.42
C 909	FUND BALANCE, UNRESERVED	0.00	133,915.72
C 960	APPROPRIATIONS	0.00	396,145.00
C 980	REVENUES	0.00	210,593.48
<b>C Fund Totals:</b>		<b>946,373.43</b>	<b>946,373.43</b>
CM 200.1	CASH - SCHOLARSHIP CHECKING	522.80	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	6.69
<b>CM Fund Totals:</b>		<b>1,165.73</b>	<b>1,165.73</b>
F 203	CASH CHECKING-CHASE	7,415.01	0.00
F 391	DUE FROM GENERAL FUND	35,524.50	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	227,697.87	0.00
F 510	ESTIMATED REVENUE	1,059,393.50	0.00
F 521	ENCUMBRANCES	546,544.52	0.00
F 522	EXPENDITURES	1,716,314.81	0.00
F 599	APPROPRIATED FUND BALANCE	2,369,339.94	0.00
F 630	DUE TO GENERAL FUND	0.00	506,491.50
F 691	COLLECTIONS IN ADVANCE	0.00	61,018.50
F 821	RESERVE FOR ENCUMBRANCES	0.00	546,544.52
F 960	APPROPRIATIONS	0.00	3,428,733.44
F 980	REVENUES	0.00	1,419,442.19
<b>F Fund Totals:</b>		<b>5,962,230.15</b>	<b>5,962,230.15</b>
H 203	CASH CHECKING-CHASE	3,923.19	0.00
H 391	DUE FROM GENERAL FUND	178,341.31	0.00
H 410	STATE & FEDERAL AID RECEIVABLE	62,412.18	0.00
H 510	ESTIMATED REVENUE	582,513.76	0.00
H 521	ENCUMBRANCES	160,669.08	0.00
H 522	EXPENDITURES	996,884.82	0.00
H 599	APPROPRIATED FUND BALANCE	1,071,947.31	0.00
H 630	DUE TO GENERAL FUND	0.00	320,000.00
H 691	BOND PREMIUM	0.00	62,412.18
H 821	RESERVE FOR ENCUMBRANCES	0.00	160,669.08
H 909	FUND BALANCE, UNRESERVED	0.00	458,946.59
H 960	APPROPRIATIONS	0.00	1,654,461.07
H 980	REVENUES	0.00	400,202.73
<b>H Fund Totals:</b>		<b>3,056,691.65</b>	<b>3,056,691.65</b>
<b>Grand Totals:</b>		<b>95,092,769.51</b>	<b>95,092,769.51</b>

<u>WAGE SCHEDULE</u>		<u>2022/2023</u>	<u>2022/2023 BASE/STIPEND</u>	<u>2023/2024</u>	<u>2023/2024 BASE/STIPEND</u>
CENTRAL ADMIN	<u>TITLE</u>	<u>ANNUAL SALARY</u>		<u>ANNUAL SALARY</u>	
MR. CHARLES BROCHER	MAINTENANCE	\$132,600		\$136,100	
DR. LISA CONTE	ASST. SUPERINTENDENT OF CURRICULUM	\$189,344	\$188,344+\$1,000(Stipend Educ)	\$193,111	\$192,111 +\$1,000(Stipend)
DR. ROBERT MUELLER	DIR. OF PUPIL SERVICES	\$148,900	\$147,900+\$1,000(Stipend Educ)	\$151,858	\$150,858 + \$1,000(Stipend)
DR. JACK MITCHELL	ASST. SUPERINTENDENT FOR BUSINESS	\$185,013	\$184,013+\$1,000(Stipend Educ)	\$188,693	\$187,693 + \$1,000(Stipend)
MR. MARK ONORATO	DIR OF INSTRUCTIONAL TECHNO AND DATA	\$169,793		\$173,189	
<u>CONFIDENTIAL/CLERICAL</u>					
LISA DAVIS	SECRETARY TO SUPERINTENDENT	\$74,000	\$72,000+\$2,000(Stipend Confid)	\$75,620	\$73,620 + \$2,000 (Stipend)
CATHERINE CANCRO	SR. ACCOUNT CLERK	\$59,916	\$57,916+\$2,000(Stipend Confid)	\$63,729	\$61,729 + \$2,000 (Stipend)
SAUNDRA HERNANDEZ	PR. ACCOUNT CLERK	\$65,615	\$63,615+\$2,000(Stipend Confid)	\$69,556	\$67,556 + \$2,000 (Stipend)
<u>TREASURER</u>					
CLEARY, BRIAN	TREASURER	\$13,550		\$13,750	
<u>DISTRICT CLERK</u>					
LOURDES ONESTO	DISTRICT CLERK	\$16,000	\$15,500+\$500(Stipend election)	\$15,500	
<u>CONSULTANT</u>					
JOHANNA OWEN	CONSULTANT	\$53.30/HOUR		\$53.30/HOUR	