

MINUTES

BOARD OF EDUCATION

VALLEY STREAM SCHOOL DISTRICT 24

ANNUAL REORGANIZATION MEETING

4:30 PM

WILLIAM L. BUCK SCHOOL

July 11, 2022

Annual Reorganization Meeting as Required by Law

1. The Reorganization Meeting was called to order by the Attorney at 4:31 PM. Motion to enter Executive Session at 4:31 PM was made by Trustee LaRocco and seconded by Trustee Hernandez to discuss Personnel and Contractual obligations. Motion unanimously carried.

Motion to adjourn Executive Session at 5:35 PM was made by Trustee Wilson, seconded by Trustee LaRocco. Motion unanimously carried.

The Reorganization Meeting reconvened at 5:36 PM.

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

Others Present: Superintendent Don Sturz, Assistant Superintendent Jack Mitchell, School District Attorney, Christopher Shisko, Director of Technology Mark Onorato.

Absent With Prior Notice:

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

The Attorney administered the Oath of Office to the newly elected and re-elected Trustees: John Maier, Kimberly Wheeler, Markus Wilson.

3. The Attorney then administered the Oath of Office to the Superintendent, Dr. Donald Sturz.

4. The Attorney then called for nominations for the Office of President for 2022-2023.

Trustee Hernandez nominated John Maier for Office of President and seconded by Trustee LaRocca. Vote is unanimous.

5. Motion made by Armando Hernandez and seconded by Kimberly Wheeler that John Maier, to be President of the Board of Education of this District for the year 2022-2023. Motion unanimously carried.

The Attorney then administered the Oath of Office to the newly elected Board President, John Maier.

Newly Elected President
John Maier
Assumed the chairmanship

6. President, John Maier called for nominations for the Office of Vice President for 2022-2023.

Armando Hernandez, nominated Donna LaRocco as Vice President, seconded by Lisa Pellicane. Vote is unanimous.

7. Motion made by Trustee Hernandez and seconded by Lisa Pellicane, that Donna LaRocco be Vice President of the Board of Education for the school year 2022-2023. Motion unanimously carried.

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

8. Motion made by Trustee Wheeler, seconded by Trustee Wilson to appoint, Elizabeth Fleurimond as District Clerk for the 2022-2023 school year with such appointment commencing on or after July 15, 2022, as determined by the Board President with annual compensation of \$15,500 to be pro-rated based upon time of service. Motion unanimously carried.

Oath to be administered to the District Clerk, within thirty (30) days.

9. The Board of Education of Valley Stream Union Free School District Twenty-four appoints three members of the Valley Stream Union Free School District Twenty-four Board of Education to the Board of Education of Valley Stream Central High School District to serve as Trustees on the High School Board of Education for a period of one year commencing on this date and expiring on June 30, 2022 as follows: Armando

Hernandez, Melissa Herrera, John Maier. Motion made by Trustee Pellicane, seconded by Vice-President LaRocco. Motion unanimously carrier.

Motion made by Vice President LaRocco , seconded by Trustee Wheeler to move Items # 10-12 as listed. Motion unanimously carried.

10. That Brian Cleary, be and is hereby appointed Treasurer of this District to serve at the pleasure of the Board of Education for the 2022-2023 school year at an annual salary of \$13,550. Motion unanimously carried. (motioned by Donna, seconded by Kim 10 -12)

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

11. That the Board of Education hereby appoints John Maier to serve as the Acting District Treasurer, to serve without additional compensation whenever the Treasurer is absent from the District or otherwise unable to serve.

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

13. Motion made by Trustee Wheeler, seconded by Trustee Hernandez, That the firm of Guercio & Guercio, LLP., be and is hereby appointed as School District's School Attorney for the period July 1, 2022, to June 30, 2023, at an annual retainer of \$60,000, a monthly rate of \$5,000.00 with an hourly rate of \$255.00 per hour for attorneys, \$145.00 per hour for legal interns, and \$145.00 per hour for paralegals for all matters not included in retainer agreement.

Motion made by Trustee Wilson, seconded by Vice-President LaRocco to move Items # 14-28 as listed. Motion unanimously carried.

14. That the firm Hawkins, Delafield and Wood be appointed as Bond Counsel for the 2022-2023 school year.

15. That R.S. Abrams & Co., LLP be appointed as the District's Independent Auditor for the school year 2022-2023, at an annual compensation not to exceed \$32,500 plus \$3,500 (single audit) Total \$36,000.

16. Upon the recommendation of the Superintendent of Schools, the Board of Education appoints Cerini & Associates, LLP, as its Claims Auditor for the 2022-2023 school year at an annual fee of \$8,400.

17. Upon the recommendation of the Superintendent of Schools, that the firm of Munistat Services Inc., a Municipal Finance Advisory Service be engaged as financial advisors to assist the District with the preparation of various documentation for financing, the sale of bonds for any upcoming capital bond projects, and the provision of annual continuing disclosure documents as required by law.
18. Upon the recommendation of the Superintendent of Schools, the Board of Education appoints Cullen & Danowski, LLP to prepare Financials and monitor the District's Fund Balance for the 2022-2023 school year, at the annual fee of \$9,500.
19. Upon the recommendation of the Superintendent of Schools, the Board of Education appoints H2M as District Architects for the 2022-2023 school year.
20. That the President of the Board of Education of Valley Stream School District Twenty-four is authorized to execute all contracts approved by resolution of the Board of Education of the Valley Stream Union Free School District Twenty-Four.
21. That in the absence of the President, the Vice President of the School Board shall be authorized to execute all contracts approved by the resolution of the Valley Stream Union Free School District Twenty-Four.
22. That the following Banks and/or Trust Companies be and are hereby designated as the official Depositories for the funds shown during the school year 2022-2023:
Designate J.P. Morgan Chase, as the principal depository and the paying agent for school funds, and Metropolitan, NY Class, Flushing Bank, and Webster Bank, as secondary depositories, and the secondary paying agents for school funds, for the fiscal year July 1, 2022, through June 30, 2023.
23. That Angela Liatto be appointed as the District's Records Access Officer, to serve without compensation.
24. Upon the recommendation of the Superintendent of Schools, the Board of Education appoints Jack Mitchell as Security Coordinator at no additional compensation.
25. To appoint the Assistant Superintendent for Business, Jack Mitchell, as the District's Attendance Officer to serve without additional compensation.

26. To appoint the District's Committee Special Education (CPSE & CSE) for the school year 2022-2023 as per the Regulations of the Commissioner of Education:

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

27. To appoint the District's Board of Registry for the school year 2022-2023 as follows:

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

28. The rate of pay for such registry is set as follows:

- a) Chief Election Inspectors: \$185 per day
- b) Assistant Election Inspectors: \$160 per day

Motion made by Trustee Pellicane, seconded by Vice President LaRocco to move Item # 29 as listed. Motion unanimously carried.

29. The President of the Board of Education will appoint the following Chairpersons for the following Board committees:

Education: Melissa Herrera
Finance: Donna LaRocco
Policy: Kimberly Wheeler
Legislation: Armando Hernandez
Personnel: Markus Wilson

Motion made by Vice-President LaRocco, seconded by Trustee Hernandez to move Item #30 as listed. Motion unanimously carried.

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

- a) Teachers: Kimberly Wheeler, Armando Hernandez
- c) Secretaries: Donna LaRocco, Lisa Pellicane
- d) Custodians: Markus Wilson, Melissa Hererra
- e) Aides: Melissa Hererra, Kimberly Wheeler

Motion made by Trustee Herrera, seconded by Vice President LaRocco to move Items #31-76 as listed. Motion unanimously carried.

31. To authorize membership for the District Twenty-Four Board of Education for 2022-2023 in the following associations:

New York State School Boards Association, Nassau-Suffolk School Boards Association, National School Boards Association, SCOPE

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

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

- New York State School Boards – Oct 27-29 Syracuse, New York

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

- National School Boards Association – April 2-4 San Diego, CA

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

- New York State School Boards – Oct 27-29 Syracuse, New York
- National School Boards Association – April 1-3 Orlando, Florida

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

37. To appoint Mr. Jack Mitchell as Purchasing Agent for the fiscal year 2022-2023. In the absence of Mr. Mitchell, the Board authorizes the Superintendent to assume this responsibility, at no additional compensation.

38. To appoint Dr. Giuseppe Dellorusso, as the School Physician for the school year 2022-2023 at an annual compensation of \$4,650.

39. To authorize the establishment of the District's Petty Cash funds for the school year 2022-2023 in the amounts as indicated:

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

40. To appoint the Assistant Superintendent for Business as the "custodian/supervisor" of the petty cash funds.

41. To establish the following dates for the regularly scheduled monthly meetings of the Board of Education. The Board of Education may reschedule meetings, if conflicts arise with due notice: July 11, August 24, September 21, October 19, November 30, December 14, January 25, February 15, March 29, April 18, May 16, May 24, June 7.

42. To establish the following dates for the regularly scheduled work session meetings of the Board of Education. The Board of Education may reschedule meetings, if

conflicts arise with due notice: September 7, October 12, November 9, December 7 (if necessary), January 11, February 1 (if necessary), March 1, April 4 (if necessary), May 3.

43. To establish the reimbursement rate for mileage at the prevailing rate as established by the IRS.

44. That the Board of Education authorizes the Superintendent to certify payrolls.

45. That the Board of Education authorizes the Superintendent to make budget transfers according to Board Policy #3160.

46. That the Board of Education authorizes the District Clerk to be responsible for the opening of all bids. In the absence of the District Clerk, the Board of Education authorizes the Assistant Superintendent for Business or the Superintendent to perform this function.

47. That the Board of Education authorizes the Assistant Superintendent for Business to prepare all necessary legal advertisements with reference to the securing of bids.

48. That the Board of Education authorizes the Treasurer to sign checks for the School District.

49. That the Board of Education re-adopts Policy #3290, District Investments authorizing the District Treasurer to make investments for the District.

50. The Board of Education re-adopts all policies, including the Board Member, School District Officers and Employee Code of Ethics ("Code of Ethics") and hereby further directs that the Code of Ethics be posted in each building.

51. That the Board of Education establishes the date for the Annual Meeting and voting on the 2022-2023 School Budget and Election of School Board Trustees for Tuesday, May 16, 2023, voting Hours: 7:00 a.m. to 9:00 p.m.

52. That the Board of Education establishes the date for the District's Budget Hearing for May 3, 2023, at 7:30 p.m. at the William L. Buck School.

53. That the Board of Education authorizes the dates to be recognized for "religious holiday adjustment" for the school year 2022-2023 for the purposes in connection with our annual State aid attendance reports. These will be dates when school is scheduled to be in session.

54. To adopt the District's Pay books listed below, authorizing salaries for the school year 2022-2023 effective July 1, 2022.

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

55. To adopt the summer custodial help hourly wage scale as follows for 2022:
Pay Scale Eff. 7/1/2022:

- Step #1 - \$15.00
- Step #2 - \$15.25
- Step #3 - \$15.50
- Step #4 - \$15.75

56. That upon the recommendation of the Superintendent of Schools, the salary for per diem substitutes shall be a flat fee of \$125.00 per day effective September 1, 2022.

57. That upon the recommendation of the Superintendent of Schools, the salary for Permanent Substitutes shall be a flat fee of \$160.00 per day effective September 1, 2022.

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

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

60. That the Board of Education will bond the Principal Account Clerk in the amount of \$2,000,000.

61. That the Board of Education will bond the Account Clerks in the amount of \$2,000,000.

62. That the Board of Education will bond the District Courier in the amount of \$2,000,000.

63. That the Board of Education designates the Valley Stream Herald, Lynbrook Herald, and The Tribune as the official newspapers of the District.

64. That as a “public entity” pursuant to Public Officers Law section 18(1)(a), the Valley Stream Union Free School District Twenty-four hereby expressly agrees pursuant to Public Officers Law section 18(2)(b) to confer the benefits of Public Officers Law section 18 upon the employees of Valley Stream Union Free School District Twenty-four and to be held liable for costs incurred under its provisions; and it is further RESOLVED, that these benefits are expressly intended to supplement any and all other existing statutory protections.

65. That Charles Brocher, be appointed as the Asbestos Designee per AHERA regulations and Public Law 99-519.

66. That the Board of Education appoints Dr. Lisa Conte and Mr. Jack Mitchell, as the District DASA Coordinators.

67. That the Board of Education appoints Dr. Suzanne Dalal as DASA Coordinator at Brooklyn Avenue School.

68. That the Board of Education appoints Keriann Pieper as DASA Coordinator at William L. Buck School.

69. That the Board of Education appoints Shira Greenblatt as DASA Coordinator at Robert W. Carbonaro School.

70. That the Board of Education designates Dr. Lisa Conte as the District Compliance Officer to carry out the district’s responsibilities associated with Title IX pursuant to Policy 0100 Sexual Harassment of Employees & Section 504 without additional compensation or stipend.

71. Upon the recommendation of the Superintendent of Schools, the Board hereby appoints Mark Onorato as Systems Administrator.

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

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

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

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

75. That on May 17, 2022 the Valley Stream District 24 conducted its Annual Budget Vote and Election; and WHEREAS, the District Clerk is currently in possession of all cast and voided ballots and ballot envelopes resulting from such Annual Budget Vote and Election; and WHEREAS, the Record Retention and Disposition Schedule ED-1 provides for the destruction of such ballots and envelopes after one (1) year from the date of the Annual Budget Vote and Election; and WHEREAS, that the Board of Education of the Valley Stream District 24 hereby orders the destruction of all cast ballots and envelopes resulting from the May 17, 2022, Annual Budget Vote and Election one (1) year from the date of the Annual Budget Vote and Election.

76. Upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the resumption of meetings of the DEI committee for the 2022-2023 school year.

-ADJOURNMENT TO THE PUBLIC BUSINESS MEETING-

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

Public Hearing:

Valley Stream School District 24 – District Wide Safety Plan 2022-2023

BUSINESS MEETING
FOLLOWING REORG MEETING

WILLIAM L. BUCK SCHOOL
July 11, 2022

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

Others Present: Superintendent Don Sturz, Assistant Superintendent Jack Mitchell, School District Attorney, Director of Technology Mark Onorato.

Absent With Prior Notice:

I. CALL TO ORDER

The Business Meeting was called to order at 5:47 PM, at the William L. Buck School, by President Maier.

Motion to adjourn the reorganization meeting was at 5:47 PM was made by Trustee LaRocco, seconded by Trustee Hernandez. Motion unanimously carried.

President Maier opened the Public Hearing on the Valley Stream School District 24 District-Wide Safety Plan for the 2022-2023 School Year at 5:48 PM. This is a public hearing announcing a 30-day public comment period on the updated District Safety Plan, including Labor Law Section 27C (Pandemic Plan). The updated District Safety Plan may be accessed on the District Website at www.valleystreamschooldistrict24.org/school-safety-plan. Please submit all public comments to: Dr. Jack Mitchell, Assistant Superintendent for Business at

jmitchell@vs24.org. The public comment period will remain open through August 11, 2022. There were no comments at the meeting.

The Business Meeting was reconvened at 5:49 PM, at the William L. Buck School by President Maier.

II. INFORMATIONAL ITEMS:

Motion made by Armando Hernandez, seconded by Donna LaRocco to approve the Minutes of June 8, 2022. Motion unanimously carried.

Welcome to Visitors: President Maier welcomed all in attendance to the Business Meeting and further specified conditions of public comment/questions within Policy 9400.

Correspondence Report from the District Clerk:

Superintendents Report: Dr. Sturz shared that the Nassau BOCES Summer Learning Program has begun at the William L. Buck School.

President Maier asked if there are any questions or comments for the agenda. There were none.

VII. LIST OF ITEMS FOR ACTION:

A. PERSONNEL – MARKUS WILSON

Motion made by Trustee Wilson, seconded by Trustee LaRocco to move item A.1-2 as listed. Motion unanimously carried.

1. BE IT RESOLVED, that the Board of Education hereby approves the Wage and Benefits Agreement between the District and the following District Employees for the 2022-2023 school year: Lisa Conte, Assistant Superintendent for Curriculum, Mark Onorato, Director Instructional Technology and Data; Robert Mueller, Director of Pupil Services; and Charles Brocher, Director of Facilities III, and herewith authorizes the Board President to execute the same on behalf of the Board of Education.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following to be assigned as custodial summer helper, effective July 12, 2022, at the appropriate rate/scale of pay according to salary set by Board of Education:

Bilal Nadeem
Jeffrey Obogbaimhe

B. EDUCATION – MELISSA HERRERA

Motion made by Trustee Herrera, seconded by Trustee LaRocco, to move items B.1 and B.2 as listed. 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 5/17/22, 6/7/22, 6/9/22, 6/9/22, 6/13/22, 6/13/22, 6/14/22, 6/17/22, 6/17/22, 6/21/22, 6/21/22 and 6/22/22, 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 4/5/22, 4/8/22, 4/8/22, 4/11/22, 4/28/22, 5/10/22, 5/11/22, 5/27/22, 6/2/22, 6/3/22, 6/7/22, 6/8/22, 6/10/22, 6/13/22, 6/14/22, 6/14/22, 6/15/22, 6/16/22, 6/17/22, 6/21/22, 6/22/22, 6/23/22, and 6/23/22, 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.

C. FINANCE – MRS. DONNA LA ROCCO

Motion made by Vice President LaRocco, seconded by Trustee Pellicane to move item C.1 as listed. Motion unanimously carried.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board hereby accepts the Treasurer's Report, Collateral Report, Claims Auditor's Report, Appropriation Status Report, Revenue Status Report, Trial Balance for May 2022.

VIII. 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, Mr. Hernandez, Mrs. Herrera and Mr. Maier.

Vice-President Maier reported nothing at this time.

Residency Hotlines:

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

B. LEGAL REPORT – Representative from the law firm, Guercio & Guercio, LLP – Reported appeal of recent major school law case.

C. LEGISLATION REPORT - MR. ARMANDO HERNANDEZ – No Report

D. POLICY COMMITTEE – MRS. KIMBERLY WHEELER – No Report

IX. UNFINISHED BUSINESS, IF ANY: None

X. NEW BUSINESS:

Motion made by Vice-President LaRocco, seconded by Trustee Hernandez, to move items 1 – 16 as listed. Motion unanimously carried

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools that the Board of Education hereby authorizes the District to enter into an Agreement with Zycron Industries for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves Lorraine Pirrello and Carol Crescimanno to cull, label, re-organize, and provide a written assessment of records and their disposition in accordance with District policy and NYS Archives Schedule LGS-1. Cost for this service will be \$35 per hour.

3. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby awards the Transportation Contract for Summer 2022 Catch-up Bid as set forth in the Schedule attached hereto;

BUS COMPANY	SCHOOL	# OF STUDENTS	SUMMER COST FOR PROGRAM	MATRON COST	SUMMER COST
First Student	Clear Stream School	1	\$215.00 + CPI pppd + \$90.00 + CPI add'l x 29 days	\$175.00 +CPI x 29 days	\$11,350.00

BE IT FURTHER RESOLVED that the Board of Education hereby authorizes the Board President to execute the summer 2022 Transportation Contract set forth in the attached Schedule on behalf of the Board of Education

4. BE IT RESOLVED that the Board of Education re-appoints McGivney, Kluger, Clark & Intoccia of 80 Broad Street, New York, New York 10004, as special counsel to take any and all legal action necessary to defend any and all actions against the District that are presently pending pursuant to the Child Victims Act. Special Counsel shall be compensated at the rate of \$200.00 per hour for partners, \$180.00 per hour for associates and \$95.00 per hour for paralegals plus disbursements and reasonable expenses for work in connection with this appointment.

5. BE IT HEREBY RESOLVED, that the President of the Board of Education of the Valley Stream Union Free School District #24 be authorized to execute the 2022-25 collective bargaining agreement between the Board and Local 74 representing the District's custodial unit employees.

6. BE IT RESOLVED that the Board of Education hereby authorizes the disposal and sale of the following:

Items for surplus for auction

1. Speedair (RWC)

Compressed air dryer **Model 3YA50 Serial # GR015A1150812003**

2. Arrow Pneumatics (BAS)

Compressed air dryer **Model F10/20-1 Serial # 2453124-049**

3. Speedair (WLB)

Compressed air dryer **Model 3YA50 Serial # GR015A1150812066**

4. Quincy Air Compressor With Quincy Duplex Controller (RWC)

Model FF216 Serial # 5007525

5. Scales Air Compressor with Duplex Controller (BAS)

Model 216 Serial # 6009787/8228

6. Quincy Air Compressor With Quincy Duplex Controller (WLB)

Model FF216 Serial # 5007524

BE IT FURTHER RESOLVED that funds received from professional auctioneer through the sale will be recorded in *A2670 Sale of Property*

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

WHEREAS it is necessary for the District and an approved special education program to enter into agreements to facilitate the aforesaid sub-allocation of federal IDEA flow-through funds for the 2022-2023 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
- -Cam-Held Enterprises, Inc. dba Just Kids Early Childhood Learning Center
- -Cerebral Palsy Association of Nassau County, The Children's Learning Center
- -Hebrew Academy for Special Children (HASC)
- -Henry Viscardi School
- -Kidz Therapy Services, LLC
- -Nassau BOCES
- -The Hagedorn Little Village School
- -Tiegerman School
- -Variety Child Learning Center

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

NOW THEREFORE, BE IT RESOLVED, that the Board of Education of the Valley Stream Union Free School District #24 hereby approves the Agreements between the District and the listed programs above to facilitate the sub-allocation of federal IDEA flow-through funds in connection with the IDEA Part B, Section 611 and Section 619 for the 2022-2023 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.

9. BE IT RESOLVED that the Board of Education hereby approves the Public School Instructional Services Agreement between the Lynbrook UFSD and the VS24 UFSD for the provision of special education services during the period July 1, 2022 through June 30, 2023; and

BE IT FURTHER RESOLVED, that the Board of Education hereby approves the Disclosure and Consent Agreement between and among the Lynbrook UFSD, and the VS24 UFSD, and

BE IT FURTHER RESOLVED, that the Board of Education hereby authorizes the President of the Board of Education to execute both agreements on behalf of the Board.

10. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Hagedorn Little Village (related Services) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

11. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Hagedorn Little Village School (Academic Tutoring) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

12. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Hagedorn Little Village School (Tuition) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

13. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Horizon Healthcare Staffing (Nursing and Related Services) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

14. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and United Cerebral Palsy Association of Nassau County, Inc (Tuition) for

the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

15. WHEREAS, Valley Stream CHSD and Valley Stream 24 wish to memorialize an agreement whereby Valley Stream UFSD 24 agrees to assign its rights as a School Food Authority to the Valley Stream Central High School District such that the CHSD may seek state and local reimbursement amounts; and

WHEREAS, Valley Stream CHSD agrees to operate VS 24's free and reduced lunch program, and

WHEREAS, Valley Stream 24 agrees to reimburse any costs borne by VSCHSD which exceed state and local reimbursement amounts,

NOW therefore BE IT RESOLVED, that the Board of Education hereby approves the School Food Authority Agreement between the Valley Stream Central High School District and the Valley Stream UFSD 24 for the provision of food management services and distribution during the period July 1, 2022 through June 30, 2023; and

BE IT FURTHER RESOLVED, that the Board of Education hereby authorizes the President of the Board of Education to execute such agreement on behalf of the Board.

16. BE IT RESOLVED, that the Board of Education hereby approves the Intermunicipal Agreement for Student Transportation between the Lynbrook UFSD and the VS24 UFSD for the provision of transportation services during the period July 1, 2022 through June 30, 2023; and

BE IT FURTHER RESOLVED, that the Board of Education hereby approves the Disclosure and Consent Agreement between and among the Lynbrook UFSD, and the VS24 UFSD,; and

BE IT FURTHER RESOLVED, that the Board of Education hereby authorizes the President of the Board of Education to execute both agreements on behalf of the Board.

Motion made by Trustee Pellicane and seconded by Vice-President LaRocco to table #17 for future discussion. Motion unanimously carried.

17. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the agreement for security services with _____ for the 2022-2023 school year.

Motion made by Trustee Pellicane and seconded by Vice President LaRocco to move Item # 18. Motion unanimously carried.

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

BUDGET TRANSFER FOR BOARD APPROVAL on 7/11/22
For June 30, 2022

CODE	DESCRIPTION	FROM	TO
A1620.406-31	Telephone Expense-BAS	\$ 3,000.00	
A1620.406-33	Telephone Expense-WLB	\$ 1,700.00	
A1620.406-11	Gas/Electric-BAS		\$ 1,500.00
A1620.406-12	Gas/Electric-RWC		\$ 700.00
A1620.406-13	Gas/Electric-WLB		\$ 2,500.00
PSEGLI and National Grid June Invoices			
A2070.444	Staff Development	\$ 9,820.00	
A2110.402-4	Social Studies	\$ 8,000.00	
A2110.456	District Workbooks	\$ 3,000.00	
A2110.484	Math Textbooks	\$ 4,858.11	
A1680.490-1	BOCES Data Warehousing		\$ 5,298.24
A2110.494-5	Outdoor Education		\$ 13,757.35
A2630.49	BOCES e-Rate Services		\$ 6,622.52
BOCES Services			
A2110.484	Math Textbooks	\$ 2,141.89	
A2110.455-02	WLB Supplemental	\$ 1,758.11	
A1320.4	Auditing Expense		\$ 3,900.00
Cullen & Danowski			
A9060.8	Hosp & Med Insur	\$ 121,485.66	
A1620.16	Custodial Salaries		\$ 453.38
A1620.161-1	Custodial Overtime-BAS		\$ 4,280.24
A1620.162-3	Security Aide Salary-WLB		\$ 698.61
A2110.123-2	After School Programs-RWC		\$ 200.07
A2110.123-3	After School Programs-WLB		\$ 1,670.03
A2110.129-1	Extra Duties/Services-BAS		\$ 4,202.43
A2110.129-2	Extra Duties/Services-RWC		\$ 1,932.13
A2110.129-3	Extra Duties/Services-WLB		\$ 157.31
A2110.140-1	Sub Teachers Salaries-BAS		\$ 6,301.44
A2110.140-2	Sub Teachers Salaries-RWC		\$ 4,662.50
A2110.140-3	Sub Teachers Salaries-WLB		\$ 5,315.00
A2110.160-1	LCH/CRM/CPY Aides-BAS		\$ 960.97
A2110.160-2	LCH/CRM/CPY Aides-RWC		\$ 11,217.52
A2110.160-3	LCH/CRM/CPY Aides-WLB		\$ 7,949.19
A9030.8	Social Security		\$ 71,484.84
Transfers needed to reconcile Negative Balances for the 2021-22 School Year			
	TOTALS	\$ 155,763.77	\$ 155,763.77

XI. DISCUSSION

XII. AUDIENCE TO VISITORS

XIII. ADJOURNMENT

Motion to enter Executive Session at 5:59 PM was made by Trustee Hernandez, seconded by Trustee Wheeler, to discuss Personnel and Contractual obligations. Motion unanimously carried.

Motion made to adjourn Executive Session at 6:40 PM was made by Vice President LaRocco, seconded by Trustee Hernandez. Motion unanimously carried.

Motion to adjourn the Business Meeting at 6:45 PM was made by Trustee Pellicane, seconded by Trustee Wheeler. Motion unanimously carried.

Respectfully Submitted,

Jack Mitchell

Jack Mitchell
Acting District Clerk

MINUTES

BOARD OF EDUCATION

VALLEY STREAM SCHOOL DISTRICT 24

SPECIAL MEETING

WILLIAM L. BUCK SCHOOL

July 26, 2022

6:30 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.

Members Present: President Maier, Vice-President LaRocco, Trustees Hernandez, Nuñez, Wheeler, Wilson, and District Clerk, Elizabeth Fleurimond

Others Present: Superintendent Don Sturz

Absent with Prior Notice: Trustee Herrera

CALL TO ORDER

The Special Meeting was called to order at 6:37 PM at the William L. Buck School, by President Maier.

Motion to enter Executive Session at 6:40 PM by John Maier, seconded by Donna LaRocco to discuss Personnel and Contractual obligations. Motion unanimously carried.

Executive Session concluded at 8:42 PM by Armando Hernandez, seconded by Cynthia Nuñez. Motion unanimously carried.

III. Action Items:

Motion made by Armando Hernandez, seconded by Donna LaRocco, to move Items # 1-4 as listed. Motion unanimously carried.

1. **BE IT RESOLVED**, that the Board of Education accept the resignation Lisa Pellicane as Board Trustee, effective July 15, 2022
2. **WHEREAS**, the Board of Education of the Valley Stream Union Free School District 24 currently has a vacancy due to the resignation of a trustee, and,

WHEREAS Board Policy 9300 permits the Board of Education to fill a vacancy in the Board of Education up and until the next Annual Election; and

WHEREAS, the Board of Education has determined that it is in the best interest to fill such vacancy in accordance with Board Policy 9300;

NOW, THEREFORE BE IT RESOLVED that the Board of Education of the Valley Stream Union Free School District 24 appoints Cynthia Nuñez to serve as Board of Education Trustee, effective immediately until and through the 2023 Annual Election in accordance with Board Policy 9300.

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

BUDGET TRANSFER FOR BOARD APPROVAL			
DATE: July 26, 2022			
CODE	DESCRIPTION	FROM	TO
A2630.2	Computer Equipment	\$ 30,000.00	
A9060.8	Hosp & Med Insur	\$ 50,000.00	
A2610.2	Equipment-Library		\$ 30,000.00
A2610.45	Library Supplies		\$ 50,000.00
	Library Media Centers		
	TOTALS	\$ 80,000.00	\$ 80,000.00

4. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby sets the Tax Levy for 2022-2023 school year at the amount of \$47,093,290. \$24,767,508 of this amount is levied upon the Valley Stream High School District.

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

IV. Adjournment

Motion to adjourn the Work Session Meeting at 8:42 PM was made by Armando Hernandez, seconded by Cynthia Nuñez. Motion unanimously carried.

VALLEY STREAM UFSD #24

**Treasurer's Report
and
Bank Collateral Statements
June 30, 2022**

Respectfully submitted:

Brian K. Cleary, C.P.A.

Brian K. Cleary, C.P.A.

7/20/2022

Date

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

06/30/22

COLLATERAL ANALYSIS

Bank Statement Balances - end of month

	JPMorgan Chase	Metropolitan Commercial	NY Class
General Fund - Checking	\$ 5,462,874.22		
General Fund - NY Class		4,041,090.76	102,588.96
GF Trust & Agency - Checking	395,755.62		
Trust & Agency - Payroll	20,456.00		
Trust & Agency - Scholarship	566.11		
School Lunch Fund	4,811.63		
Federal Fund	14,301.55		
Capital Fund	605.28		
Trust & Agency - Student Dept	10,930.16		
	<u>\$ 5,910,300.57</u>	<u>\$ 4,041,090.76</u>	<u>\$ 102,588.96</u>
Less:			
FDIC - General Fund	\$ (250,000.00)	\$ (4,041,090.76)	\$ (250,000.00)
FDIC - Payroll	(20,456.00)	-	-
Bank Balances not covered by FDIC	5,639,844.57	-	-
Required Collateral	5,752,641.46	-	-
Collateral Held by 3rd Party - BNY Mellon	-	-	-
Collateral JPMorgan Chase	(6,417,798.45)	-	-
Collateral Held by NY Class	-	-	-
If this Line balance is negative COLLATERAL IS ADEQUATE !	<u>\$ (665,156.99)</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.



July 31, 2022

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

Board of Education:

During our claims audit procedures conducted in July 2022, we reviewed approximately 139 claims, which total \$2,647,617.17, and have noted no findings. We have approved all claims presented as valid claims against the District.

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

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

Sincerely,

Cerini & Associates LLP

Cerini & Associates, LLP
Claims Auditors

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 6/30/2022



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.4	BOARD OF ED EXPENSES		15,000.00	-3,425.95	11,574.05	7,585.96	0.00	3,988.09
A 1010.45	BOARD OF ED SUPPLIES		1,200.00	0.00	1,200.00	755.02	0.00	444.98
1010	BOARD OF EDUCATION	*	16,200.00	-3,425.95	12,774.05	8,340.98	0.00	4,433.07
A 1040.16	DISTRICT CLERK SALARY		14,280.00	1,220.00	15,500.00	15,500.00	0.00	0.00
A 1040.4	DISTRICT CLERK EXPENSE		250.00	-20.00	230.00	0.00	0.00	230.00
A 1040.45	DISTRICT CLERK SUPPLIES		250.00	20.00	270.00	269.43	0.00	0.57
1040	DISTRICT CLERK	*	14,780.00	1,220.00	16,000.00	15,769.43	0.00	230.57
A 1060.4	CONTRACTUAL EXPENSE		13,500.00	20,300.00	33,800.00	31,540.80	0.00	2,259.20
A 1060.45	MATERIAL & SUPPLIES		100.00	0.00	100.00	0.00	0.00	100.00
1060	DISTRICT MEETING	*	13,600.00	20,300.00	33,900.00	31,540.80	0.00	2,359.20
10	Consolidated Payroll	**	44,580.00	18,094.05	62,674.05	55,651.21	0.00	7,022.84
A 1240.15	CENTRAL ADMIN SALARY		242,550.00	0.00	242,550.00	246,000.00	0.00	-3,450.00
A 1240.16	CENTRAL OFFICE SALARIES		136,106.00	7,591.25	143,697.25	143,697.25	0.00	0.00
A 1240.2	SUPT. EQUIPMENT		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
A 1240.4	SUPT OFFICE EXPENSE		5,000.00	0.00	5,000.00	1,379.15	0.00	3,620.85
A 1240.45	SUPT OFFICE SUPPLIES		2,000.00	0.00	2,000.00	1,207.99	0.00	792.01
1240	CHIEF SCHOOL ADMINISTRATOR	*	387,156.00	6,091.25	393,247.25	392,284.39	0.00	962.86
12		**	387,156.00	6,091.25	393,247.25	392,284.39	0.00	962.86
A 1310.15	BUSINESS MANAGER SALARY		180,405.00	0.00	180,405.00	180,405.00	0.00	0.00
A 1310.16	BUSINESS OFFICE SALARIES		242,550.00	20,597.50	263,147.50	263,147.50	0.00	0.00
A 1310.2	BUSINESS OFFICE EQUIPMENT		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 1310.4	BUSINESS OFFICE EXPENSES		6,000.00	625.00	6,625.00	4,678.84	0.00	1,946.16
A 1310.407-1	OFFICE MACHINE REPAIRS		3,500.00	39.71	3,539.71	3,521.27	0.00	18.44
A 1310.409-7	BUSINESS OFFICE SOFTWARE		15,273.00	0.00	15,273.00	15,273.00	0.00	0.00
A 1310.45	BUSINESS OFFICE SUPPLIES		3,000.00	-225.00	2,775.00	1,252.70	0.00	1,522.30
A 1310.451	OFFICE PAPER-BUSINESS		1,100.00	-39.71	1,060.29	0.00	0.00	1,060.29
A 1310.49	BOCES SERVICES		50,000.00	39,460.62	89,460.62	93,552.80	0.00	-4,092.18
1310	BUSINESS ADMINISTRATOR	*	502,828.00	59,458.12	562,286.12	561,831.11	0.00	455.01
A 1320.4	AUDITING EXPENSE		70,000.00	45,975.00	115,975.00	70,650.00	45,325.00	0.00
1320	AUDITING	*	70,000.00	45,975.00	115,975.00	70,650.00	45,325.00	0.00
A 1325.16	TREASURER-SALARY		13,388.00	-63.00	13,325.00	13,325.00	0.00	0.00
A 1325.45	TREASURER SUPPLIES		200.00	-159.00	41.00	0.00	0.00	41.00
1325	TREASURER	*	13,588.00	-222.00	13,366.00	13,325.00	0.00	41.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 6/30/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.272-3	CLEANING EQUIPMENT-WLB	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00
A 1620.404-1	CONTRACTUAL STAFF TRAINING-BAS	1,600.00	0.00	1,600.00	1,041.92	0.00	558.08
A 1620.404-2	CONTRACTUAL STAFF TRAINING-RWC	1,800.00	0.00	1,800.00	1,113.81	0.00	686.19
A 1620.404-3	CONTRACTUAL STAFF TRAINING-WLB	1,600.00	0.00	1,600.00	1,040.56	0.00	559.44
A 1620.406	FUEL/OIL	5,000.00	-3,500.00	1,500.00	0.00	0.00	1,500.00
A 1620.406-11	GAS/ELECTRIC-BAS	25,000.00	24,100.00	49,100.00	49,204.22	0.00	-104.22
A 1620.406-12	GAS/ELECTRIC-RWC	20,000.00	14,100.00	34,100.00	33,556.72	0.00	543.28
A 1620.406-13	GAS/ELECTRIC-WLB	45,000.00	-8,500.00	36,500.00	35,481.88	0.00	1,018.12
A 1620.406-21	WATER EXPENSES-BAS	3,000.00	2,518.64	5,518.64	5,389.28	0.00	129.36
A 1620.406-22	WATER EXPENSES-RWC	4,000.00	-218.64	3,781.36	3,768.17	0.00	13.19
A 1620.406-23	WATER EXPENSES-WLB	8,000.00	-4,898.02	3,101.98	2,192.41	0.00	909.57
A 1620.406-31	TELEPHONE EXPENSES-BAS	13,000.00	-3,000.00	10,000.00	9,161.34	0.00	838.66
A 1620.406-32	TELEPHONE EXPENSES-RWC	14,000.00	0.00	14,000.00	11,921.22	0.00	2,078.78
A 1620.406-33	TELEPHONE EXPENSES-WLB	16,000.00	-1,700.00	14,300.00	13,040.91	0.00	1,259.09
A 1620.406-61	CONTRACTUAL ELECTRICAL-BAS	5,000.00	0.00	5,000.00	1,577.00	0.00	3,423.00
A 1620.406-62	CONTRACTUAL ELECTRICAL-RWC	5,000.00	0.00	5,000.00	3,907.00	0.00	1,093.00
A 1620.406-63	CONTRACTUAL ELECTRICAL-WLB	5,000.00	0.00	5,000.00	1,167.00	0.00	3,833.00
A 1620.406-7	PROF & TECH EXPENSE	0.00	12,260.00	12,260.00	5,184.41	0.00	7,075.59
A 1620.406-71	PROF & TECH EXPENSE-BAS	20,000.00	0.00	20,000.00	17,316.26	0.00	2,683.74
A 1620.406-72	PROF & TECH EXPENSE-RWC	15,000.00	0.00	15,000.00	11,928.33	0.00	3,071.67
A 1620.406-73	PROF & TECH EXPENSE-WLB	10,000.00	0.00	10,000.00	9,354.84	0.00	645.16
A 1620.407-2	CLEANING EXPENSES	0.00	0.00	0.00	-829.79	0.00	829.79
A 1620.407-21	CLEANING EXPENSES-BAS	7,000.00	2,500.00	9,500.00	2,763.05	0.00	6,736.95
A 1620.407-22	CLEANING EXPENSES-RWC	6,000.00	2,500.00	8,500.00	2,700.48	0.00	5,799.52
A 1620.407-23	CLEANING EXPENSES-WLB	7,000.00	2,500.00	9,500.00	2,868.20	0.00	6,631.80
A 1620.407-51	SECURITY-BAS	50,000.00	15,000.00	65,000.00	64,260.94	0.00	739.06
A 1620.407-52	SECURITY-RWC	50,000.00	15,000.00	65,000.00	64,850.00	0.00	150.00
A 1620.407-53	SECURITY-WLB	60,000.00	28,000.00	88,000.00	79,565.67	0.00	6,434.33
A 1620.457-21	CLEANING SUPPLIES-BAS	14,000.00	1,202.55	15,202.55	14,046.11	0.00	1,156.44
A 1620.457-22	CLEANING SUPPLIES-RWC	13,000.00	1,201.00	14,201.00	10,943.71	0.00	3,257.29
A 1620.457-23	CLEANING SUPPLIES-WLB	13,000.00	1,201.00	14,201.00	10,966.70	0.00	3,234.30
A 1620.458-21	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,300.99	0.00	299.01
A 1620.458-22	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,800.00	0.00	0.00

VALLEY STREAM UFSD # 24



Appropriation Status Detail Report By Function From 7/1/2021 To 6/30/2022

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.407-03	REPAIRS-GENERAL-WLB	7,500.00	2,700.00	10,200.00	9,519.07	0.00	680.93
A 1621.407-3	SITE WORK	37,000.00	-10,812.85	26,187.15	21,785.27	2,732.25	1,669.63
A 1621.407-30-2	PLAYGROUND MAINTENANCE	1,000.00	0.00	1,000.00	286.87	0.00	713.13
A 1621.407-30-3	PLAYGROUND MAINTENENCE-RWC	1,000.00	0.00	1,000.00	290.17	0.00	709.83
A 1621.407-30-4	PLAYGROUND MAINTENENCE-WLB	1,000.00	0.00	1,000.00	290.15	0.00	709.85
A 1621.407-31-2	ATHLETIC FIELDS-BAS	3,500.00	0.00	3,500.00	25.00	0.00	3,475.00
A 1621.407-31-3	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	25.09	0.00	3,724.91
A 1621.407-31-4	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	3,675.00	0.00	75.00
A 1621.450-1	MATERIAL & SUPPLIES-BAS	6,000.00	0.00	6,000.00	2,182.35	0.00	3,817.65
A 1621.450-2	MATERIAL & SUPPLIES-RWC	6,000.00	900.00	6,900.00	4,139.76	1,815.49	944.75
A 1621.450-3	MATERIAL & SUPPLIES-WLB	6,000.00	0.00	6,000.00	4,464.33	0.00	1,535.67
A 1621.456-51	ELEC/MAINTENANCE-BAS	2,400.00	0.00	2,400.00	25.36	0.00	2,374.64
A 1621.456-52	ELEC/MAINTENANCE-RWC	2,300.00	443.20	2,743.20	320.42	2,113.20	309.58
A 1621.456-53	ELEC/MAINTENANCE-WLB	2,300.00	0.00	2,300.00	8.19	0.00	2,291.81
A 1621.456-61	INTERCOM/EMERG LIGHTS-BAS	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.456-62	INTERCOM/EMERG LIGHTS-RWC	800.00	0.00	600.00	0.00	0.00	600.00
A 1621.456-63	INTERCOM/EMERG LIGHTS-WLB	700.00	0.00	700.00	700.00	0.00	0.00
A 1621.456-81	HEATING/COOLING SUPPLIES-BAS	1,700.00	-700.00	1,000.00	817.34	0.00	182.66
A 1621.456-82	HEATING/COOLING SUPPLIES-RWC	1,700.00	-1,150.00	550.00	0.00	0.00	550.00
A 1621.456-83	HEATING/COOLING SUPPLIES-WLB	1,600.00	-1,150.00	450.00	49.20	0.00	400.80
A 1621.457-01	REPAIRS-GENERAL-BAS	4,500.00	300.00	4,800.00	1,666.77	0.00	3,133.23
A 1621.457-02	REPAIRS-GENERAL-RWC	4,500.00	2,000.00	6,500.00	3,428.07	2,767.86	304.07
A 1621.457-03	REPAIRS-GENERAL-WLB	4,500.00	-2,300.00	2,200.00	703.21	0.00	1,496.79
A 1621.457-61	HARDWARE-BAS	1,000.00	0.00	1,000.00	473.47	0.00	526.53
A 1621.457-62	HARDWARE-RWC	1,000.00	0.00	1,000.00	442.22	0.00	557.78
A 1621.457-63	HARDWARE-WLB	1,000.00	0.00	1,000.00	535.90	0.00	464.10
A 1621.457-71	CARPENTRY-BAS	2,750.00	0.00	2,750.00	512.01	0.00	2,237.99
A 1621.457-72	CARPENTRY-RWC	2,650.00	0.00	2,650.00	1,138.00	1,400.00	112.00
A 1621.457-73	CARPENTRY-WLB	2,600.00	0.00	2,600.00	257.26	0.00	2,342.74
A 1621.457-81	GLAZING-BAS	300.00	420.00	720.00	710.00	0.00	10.00
A 1621.457-82	GLAZING-RWC	350.00	-210.00	140.00	0.00	0.00	140.00
A 1621.457-83	GLAZING-WLB	350.00	-210.00	140.00	0.00	0.00	140.00
A 1621.457-91	PAINTING-BAS	1,000.00	0.00	1,000.00	45.18	0.00	954.82

VALLEY STREAM UFSD # 24



Appropriation Status Detail Report By Function From 7/1/2021 To 6/30/2022

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2010.200	EQUIPMENT	2,000.00	-600.00	1,400.00	0.00	0.00	1,400.00
A 2010.4	CURRICULUM DEVEL EXPENSE	2,000.00	-1,000.00	1,000.00	0.00	0.00	1,000.00
A 2010.45	CURRICULUM DEVEL SUPPLIES	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 2010.451	DUP PAPER/REPT CARD	5,000.00	0.00	5,000.00	845.00	0.00	4,155.00
A 2010.49	BOCES CURRICULUM DEVELOPMENT	47,000.00	0.00	47,000.00	40,482.38	0.00	6,517.62
2010	CURR. DEV./SUPERVISION *	256,711.00	-13,599.13	243,111.87	226,978.38	0.00	16,133.49
A 2020.15	BUILDING PRINCIPALS SALARIES	322,484.00	-40,000.00	282,484.00	282,464.00	0.00	20.00
A 2020.150-1	BUILDING PRINCIPALS SALARIES-BAS	178,412.00	0.00	178,412.00	178,373.00	0.00	39.00
A 2020.150-2	BUILDING PRINCIPALS SALARIES-RWC	158,583.00	0.00	158,583.00	158,562.00	0.00	21.00
A 2020.150-3	BUILDING PRINCIPALS SALARIES-WLB	153,047.00	-8,046.37	145,000.63	145,000.00	0.00	0.63
A 2020.160-1	BUILDG OFFICE SALARIES-BAS	41,244.00	1,990.42	43,234.42	43,234.06	0.00	0.36
A 2020.160-2	BUILDG OFFICE SALARIES-RWC	56,325.00	1,489.42	57,814.42	57,814.42	0.00	0.00
A 2020.160-3	BUILDG OFFICE SALARIES-WLB	43,244.00	2,551.14	45,795.14	45,795.14	0.00	0.00
A 2020.4	SUPERVISION EXPENSES	1,000.00	0.00	1,000.00	178.83	0.00	821.17
A 2020.401	SUPERVISION-BAS	500.00	0.00	500.00	88.73	0.00	411.27
A 2020.401-97	SUPERVISION-P/C-BAS	500.00	0.00	500.00	173.80	0.00	326.20
A 2020.402	SUPERVISION-WLB	200.00	0.00	200.00	96.10	0.00	103.90
A 2020.402-97	SUPERVISION-P/C-WLB	300.00	0.00	300.00	187.73	0.00	112.27
A 2020.403	SUPERVISION-RWC	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.403-97	SUPERVISION-P/C-RWC	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.451	SUPERVISION-BAS	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.451-10	OFFICE PAPER-BAS	6,000.00	0.00	6,000.00	4,738.00	0.00	1,262.00
A 2020.451-20	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	4,541.50	0.00	2,458.50
A 2020.451-30	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	6,960.00	0.00	1,540.00
A 2020.452	SUPERVISION-WLB	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.453	SUPERVISION-RWC	300.00	0.00	300.00	0.00	0.00	300.00
2020	SUPER. REG. SCHOOL *	979,639.00	-42,015.39	937,623.61	928,207.31	0.00	9,416.30
A 2060.15	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00
2060	RESEARCH PLAN/EVAL *	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00
A 2070.40	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2070.41	INSERVICE TRNG-BAS	500.00	0.00	500.00	105.00	0.00	395.00
A 2070.42	INSERVICE TRNG-WLB	500.00	0.00	500.00	279.00	0.00	221.00
A 2070.43	INSERVICE TRNG-RWC	500.00	0.00	500.00	174.00	0.00	326.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 6/30/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.4	TEACHING EXPENSES	0.00	0.00	0.00	-15,028.36	0.00	15,028.36
A 2110.400-71	COPIER LEASES-BAS	25,000.00	5,000.00	30,000.00	28,929.08	0.00	1,070.92
A 2110.400-72	COPIER LEASES-WLB	38,000.00	-878.43	37,121.57	28,115.58	0.00	9,005.99
A 2110.400-73	COPIER LEASES-RWC	17,000.00	9,378.43	26,378.43	23,207.30	0.00	3,171.13
A 2110.402-4	SOCIAL STUDIES	8,250.00	-8,000.00	250.00	0.00	0.00	250.00
A 2110.402-71	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-72	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-73	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00
A 2110.402-81	SCIENCE-BAS	175.00	0.00	175.00	0.00	0.00	175.00
A 2110.402-82	SCIENCE-RWC	150.00	0.00	150.00	0.00	0.00	150.00
A 2110.402-83	SCIENCE-WLB	175.00	0.00	175.00	0.00	0.00	175.00
A 2110.402-91	ESL-BAS	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.402-92	ESL-RWC	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.402-93	ESL-WLB	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-51	PHYSICAL ED-BAS	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-52	PHYSICAL ED-RWC	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-53	PHYSICAL ED-WLB	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-81	VOCAL MUSIC-BAS	150.00	0.00	150.00	54.23	0.00	95.77
A 2110.403-82	VOCAL MUSIC-RWC	175.00	0.00	175.00	64.73	0.00	110.27
A 2110.403-83	VOCAL MUSIC-WLB	175.00	0.00	175.00	55.99	0.00	119.01
A 2110.403-91	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	1,386.32	0.00	613.68
A 2110.403-92	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	1,385.33	0.00	614.67
A 2110.403-93	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	1,236.31	0.00	763.69
A 2110.404-5	OUTDOOR EDUCATION	600.00	-600.00	0.00	0.00	0.00	0.00
A 2110.405-4	CHALLENGE	850.00	0.00	850.00	751.28	0.00	98.72
A 2110.406-41	STAFF MILEAGE-BAS	500.00	0.00	500.00	54.49	0.00	445.51
A 2110.406-42	STAFF MILEAGE-RWC	500.00	0.00	500.00	0.00	0.00	500.00
A 2110.406-43	STAFF MILEAGE-WLB	500.00	0.00	500.00	109.86	0.00	390.14
A 2110.450-1	BAS-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	6,285.79	0.00	3,714.21
A 2110.450-2	WLB-GENERAL INSTR SUPPLIES	10,000.00	2,554.30	12,554.30	8,096.90	0.00	4,457.40
A 2110.450-3	RWC-GENERAL INSTR SUPPLIES	16,000.00	5,000.00	21,000.00	16,093.69	0.00	4,906.31
A 2110.450-4	MATH SUPPLIES	14,600.00	0.00	14,600.00	11,653.10	0.00	2,946.90
A 2110.451-01	BAS-KINDERGARTEN	2,000.00	0.00	2,000.00	1,146.14	0.00	853.86

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 6/30/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.455-41	BAS-CHALLENGE	1,350.00	0.00	1,350.00	1,325.00	0.00	25.00
A 2110.455-42	WLB-CHALLENGE	1,350.00	0.00	1,350.00	1,325.00	0.00	25.00
A 2110.455-43	RWC-CHALLENGE	1,350.00	0.00	1,350.00	1,325.00	0.00	25.00
A 2110.456	District Workbooks	10,000.00	-10,000.00	0.00	0.00	0.00	0.00
A 2110.47	TUITION	25,000.00	-25,000.00	0.00	0.00	0.00	0.00
A 2110.473	CHARTER SCHOOL TUITION	48,000.00	46,042.00	94,042.00	94,034.00	0.00	8.00
A 2110.48	TEXTBOOKS	16,000.00	0.00	16,000.00	9,994.86	0.00	6,005.14
A 2110.480-1	BAS TEXTBOOKS	8,500.00	0.00	8,500.00	6,641.90	0.00	1,858.10
A 2110.480-2	WLB TEXTBOOKS	8,800.00	0.00	8,800.00	4,024.23	0.00	4,775.77
A 2110.480-3	RWC TEXTBOOKS	11,000.00	0.00	11,000.00	6,169.28	0.00	4,830.72
A 2110.482-41	READING/SUPPORT TEXTBOOKS BAS	2,500.00	0.00	2,500.00	975.05	0.00	1,524.95
A 2110.482-42	READING/SUPPORT TEXTBOOKS WLB	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 2110.482-43	READING/SUPPORT TEXTBOOKS RWC	2,700.00	0.00	2,700.00	719.40	0.00	1,980.60
A 2110.482-9	ESL TEXTBOOKS	2,300.00	0.00	2,300.00	1,983.38	0.00	316.62
A 2110.484	MATH TEXTBOOKS	7,000.00	-7,000.00	0.00	0.00	0.00	0.00
A 2110.485	SCIENCE TEXTBOOKS	8,200.00	0.00	8,200.00	7,639.12	0.00	560.88
A 2110.492-9	ESL	23,000.00	29,600.00	52,600.00	52,577.99	0.00	22.01
A 2110.494-5	OUTDOOR EDUCATION	33,000.00	-6,942.65	26,057.35	27,699.67	0.00	-1,642.32
A 2110.495-5	BOCES-ARTS IN EDUC	25,000.00	0.00	25,000.00	24,515.97	0.00	484.03
2110	REGULAR SCHOOL	10,471,196.00	-494,039.45	9,977,156.55	9,882,687.27	0.00	94,469.28
A 2111.154-5	OUTDOOR EDUCATION SALARIES	0.00	1,357.29	1,357.29	1,233.90	0.00	123.39
2111	ENG. SEC.LANG.	0.00	1,357.29	1,357.29	1,233.90	0.00	123.39
21	New York State Income Tax	10,471,196.00	-492,682.16	9,978,513.84	9,883,921.17	0.00	94,592.67
A 2250.150-1	RR/SPEECH/CID SALARIES-BAS	234,240.00	-10,800.00	223,440.00	223,404.11	0.00	35.89
A 2250.150-2	RR/SPEECH/CID SALARIES-RWC	349,477.73	220,568.14	570,045.87	567,490.87	0.00	2,555.00
A 2250.150-3	RR/SPEECH/CID SALARIES-WLB	474,941.27	74,936.07	549,877.34	549,877.34	0.00	0.00
A 2250.151-1	INCLUSION TEACHERS SALARIES-BAS	641,844.22	-301,936.07	339,908.15	338,931.20	0.00	976.95
A 2250.151-2	INCLUSION TEACHERS SALARIES-RWC	780,687.78	-307,568.14	473,119.64	475,644.80	0.00	-2,525.16
A 2250.152	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	-2,500.00	0.00	0.00	0.00	0.00
A 2250.16	CSE OFFICE SALARIES	126,444.00	-7,295.00	119,149.00	118,811.68	0.00	337.32
A 2250.161-1	INCLUSION AIDES SALARIES-BAS	18,195.00	38,203.25	56,398.25	54,671.49	0.00	1,726.76
A 2250.161-2	INCLUSION AIDES SALARIES-RWC	56,639.00	158,723.03	215,362.03	213,965.38	0.00	1,396.65
A 2250.161-3	INCLUSION AIDES SALARIES-WLB	71,900.00	59,937.39	131,837.39	131,393.63	0.00	443.76

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 6/30/2022



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2610.451	LIBRARY BOOKS-BAS		7,000.00	864.00	7,864.00	6,861.27	0.00	1,002.73
A 2610.452	LIBRARY BOOKS-RWC		7,000.00	913.51	7,913.51	7,138.97	0.00	774.54
A 2610.453	LIBRARY BOOKS-WLB		7,500.00	662.81	8,162.81	7,392.37	0.00	770.44
A 2610.455	AUDIO VISUAL SUPPLIES		1,500.00	0.00	1,500.00	962.29	0.00	537.71
A 2610.46	LIBRARY COMPUTER SOFTWARE		3,000.00	0.00	3,000.00	360.00	0.00	2,640.00
A 2610.49	BOCES		25,000.00	2,675.00	27,675.00	27,924.75	0.00	-249.75
2610	LIBRARY	*	337,268.00	3,700.00	340,968.00	333,098.92	1,005.14	6,863.94
A 2630.12	COMPUTER SALARY		72,885.00	143,004.50	215,889.50	215,848.50	0.00	41.00
A 2630.2	COMPUTER EQUIPMENT		40,000.00	-7,300.00	32,700.00	29,789.86	0.00	2,910.14
A 2630.4	COMPUTER EXPENSES		15,000.00	0.00	15,000.00	14,449.55	0.00	550.45
A 2630.45	COMPUTER SUPPLIES		60,000.00	4,000.00	64,000.00	63,286.48	0.00	713.52
A 2630.46	COMPUTER SOFTWARE		55,000.00	-5,749.43	49,250.57	41,249.45	0.00	8,001.12
A 2630.49	BOCES E-RATE SERVICES		205,000.00	115,097.90	320,097.90	436,760.31	0.00	-116,662.41
2630	COMPUTER ASSISTED INSTRUCT.	*	447,885.00	249,052.97	696,937.97	801,384.15	0.00	-104,446.18
26	Social Security Tax	**	785,153.00	252,752.97	1,037,905.97	1,134,483.07	1,005.14	-97,582.24
A 2805.4	ATTENDANCE EXPENSES		17,000.00	900.00	17,900.00	17,619.88	0.00	280.12
2805	ATTENDANCE	*	17,000.00	900.00	17,900.00	17,619.88	0.00	280.12
A 2815.16	SCHOOL NURSES SALARIES		42,300.60	31,263.40	73,564.00	73,564.00	0.00	0.00
A 2815.160-1	SCHOOL NURSES SALARIES-BAS		56,576.40	5,500.00	62,076.40	61,934.50	0.00	141.90
A 2815.160-2	SCHOOL NURSES SALARIES-RWC		70,072.00	8,000.00	78,072.00	77,795.00	0.00	277.00
A 2815.160-3	SCHOOL NURSES SALARIES-WLB		54,841.00	8,000.00	62,841.00	62,238.00	0.00	603.00
A 2815.4	HEALTH SERVICES EXPENSES		50,000.00	20,400.00	70,400.00	64,973.47	0.00	5,426.53
A 2815.450-1	HEALTH SERVICE SUPPLIES-BAS		2,900.00	0.00	2,900.00	1,203.12	0.00	1,696.88
A 2815.450-2	HEALTH SERVICE SUPPLIES-RWC		2,900.00	0.00	2,900.00	2,900.00	0.00	0.00
A 2815.450-3	HEALTH SERVICE SUPPLIES-WLB		2,900.00	0.00	2,900.00	773.87	0.00	2,126.13
A 2815.452-5	DIAGNOSTIC SCREEN SUPPLIES		0.00	0.00	0.00	0.00	0.00	0.00
A 2815.452-51	DIAGNOSTIC SCREEN SUPPLIES-BAS		5,650.00	0.00	5,650.00	3,147.43	0.00	2,502.57
A 2815.452-52	DIAGNOSTIC SCREEN SUPPLIES-RWC		5,700.00	0.00	5,700.00	1,945.21	0.00	3,754.79
A 2815.452-53	DIAGNOSTIC SCREEN SUPPLIES-WLB		5,650.00	0.00	5,650.00	3,863.08	0.00	1,786.92
A 2815.473	SPEECH SERV-PAROC		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 2815.49	BOCES-HEALTH SERV		13,668.00	6,900.00	20,568.00	20,564.84	0.00	3.16
2815	HEALTH SERVICES	*	314,658.00	80,063.40	394,721.40	374,902.52	0.00	19,818.88
A 2820.151-7	INSTRUCTIONAL SALARIES-PSYCHOLOGIST		78,752.00	-78,752.00	0.00	0.00	0.00	0.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 6/30/2022



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
8070	CENSUS	*	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
80		**	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
8		***	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 9010.8	EMPLOYEE RETIREMENT		390,575.00	-61,322.00	329,253.00	292,923.32	0.00	36,329.68
9010	EMP. RETIREMENT SYSTEM	*	390,575.00	-61,322.00	329,253.00	292,923.32	0.00	36,329.68
A 9020.8	TEACHERS RETIREMENT		1,529,488.00	-22,300.00	1,507,188.00	1,421,379.75	0.00	85,808.25
9020	TEACHERS RETIRE. SYSTEM	*	1,529,488.00	-22,300.00	1,507,188.00	1,421,379.75	0.00	85,808.25
A 9030.8	SOCIAL SECURITY		1,322,069.00	-85,515.16	1,236,553.84	1,237,905.44	0.00	-1,351.60
9030	FICA	*	1,322,069.00	-85,515.16	1,236,553.84	1,237,905.44	0.00	-1,351.60
A 9040.8	WORKERS COMP		113,257.00	-4,295.62	108,961.38	106,958.00	0.00	2,003.38
9040	WORKMEN'S COMPENSATION	*	113,257.00	-4,295.62	108,961.38	106,958.00	0.00	2,003.38
A 9050.8	UNEMPLOYMENT INSURANCE		30,000.00	-10,000.00	20,000.00	2,425.42	0.00	17,574.58
9050	UNEMPLOYMENT	*	30,000.00	-10,000.00	20,000.00	2,425.42	0.00	17,574.58
A 9060.8	HOSP & MED INSUR		3,687,909.00	-798,057.66	2,889,851.34	2,864,994.80	0.00	24,856.54
A 9060.85	DENTAL INSURANCE		185,500.00	-56,645.00	128,855.00	128,443.90	0.00	411.10
A 9060.850	Dental Insurance		0.00	0.00	0.00	0.00	0.00	0.00
9060	HEALTH INSURANCE	*	3,873,409.00	-854,702.66	3,018,706.34	2,993,438.70	0.00	25,267.64
A 9089.15	ACCUM LEAVE		0.00	0.06	0.06	41,645.46	0.00	-41,645.40
9089	OTHER	*	0.00	0.06	0.06	41,645.46	0.00	-41,645.40
90		**	7,258,798.00	-1,038,135.38	6,220,662.62	6,096,676.09	0.00	123,986.53
A 9710.6	PRINCIPAL ON INDEBTED		292,896.00	8,736.47	301,632.47	301,632.47	0.00	0.00
A 9710.7	INTEREST ON INDEBTEDN		102,581.00	-8,736.53	93,844.47	93,843.81	0.00	0.66
9710	DEBT SERVICE-SERIAL BONDS	*	395,477.00	-0.06	395,476.94	395,476.28	0.00	0.66
A 9785.6	DEBT SERVICE - PRINCIPAL/INSTALLMENT DEBT PRINCIPAL		0.00	0.00	0.00	15,028.36	0.00	-15,028.36
9785	Installment Purchase Debt- State Aided Computer	*	0.00	0.00	0.00	15,028.36	0.00	-15,028.36
97	Endowment, Scholarship and Gift Fund	**	395,477.00	-0.06	395,476.94	410,504.64	0.00	-15,027.70
A 9901.93	TRANSFER TO SCHOOL FOOD		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 9901.95	TRANSFER TO SPECIAL AID		40,000.00	0.00	40,000.00	64,920.74	0.00	-24,920.74
9901	TRANSFER TO SPECIAL AID	*	50,000.00	0.00	50,000.00	64,920.74	0.00	-14,920.74
A 9950.9	INTERFUND TRANSFER		400,000.00	0.00	400,000.00	400,000.00	0.00	0.00
9950	TRANSFER TO CAPITAL	*	400,000.00	0.00	400,000.00	400,000.00	0.00	0.00
99		**	450,000.00	0.00	450,000.00	464,920.74	0.00	-14,920.74

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2021 To 6/30/2022



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	REAL PROPERTY TAXES	21,995,845.00	0.00	21,995,845.00	20,649,360.10	1,346,484.90
A 1052	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	914,570.55	-914,570.55
A 1085	NYS SCHOOL TAX RELIEF REIMB.	0.00	0.00	0.00	1,364,463.03	-1,364,463.03
A 1090	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	2,042.84	-2,042.84
A 2280	HEALTH SERV OTHER DIST	0.00	0.00	0.00	230,406.33	-230,406.33
A 2401	INTEREST AND EARNINGS	12,000.00	0.00	12,000.00	22,741.89	-10,741.89
A 2412	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	770.00	-770.00
A 2670	SALE OF PROPERTY	0.00	0.00	0.00	3,430.25	-3,430.25
A 2690	LOST BK MONEY-OTHER LOSS	0.00	0.00	0.00	150.00	-150.00
A 2701	REFUNDS OF PRIOR YR EXP- BOCES ONLY	0.00	0.00	0.00	125,224.01	-125,224.01
A 2703	REFUND OF PRIOR YEAR EXP-OTHER	0.00	0.00	0.00	46,651.80	-46,651.80
A 2770	OTHER UNCLASSIFIED REV	791,981.00	0.00	791,981.00	1,443.95	790,537.05
A 2771.ERA.TE	E-RATE REFUND	0.00	0.00	0.00	8,462.02	-8,462.02
A 3101	STATE AID-BASIC FORMULA	8,687,829.00	0.00	8,687,829.00	5,060,602.19	3,627,226.81
A 3101.E	EXCESS COST AID	0.00	0.00	0.00	1,630,880.00	-1,630,880.00
A 3102	STATE AID-LOTTERY	0.00	0.00	0.00	1,280,707.81	-1,280,707.81
A 3103	STATE AID-BOCES	0.00	0.00	0.00	480,323.00	-480,323.00
A 3260	STATE AID-TEXTBOOKS	0.00	0.00	0.00	40,812.00	-40,812.00
A 3262	STATE AID-COMPUTER SOFTWARE	0.00	0.00	0.00	29,159.00	-29,159.00
A 3263	LIBRARY AV LOAN PROGRAM	0.00	0.00	0.00	2,911.00	-2,911.00
A 3289	OTHER STATE AID	0.00	0.00	0.00	2,500.00	-2,500.00
A 4286	CARES ACT EDUCATION STABILIZATION FUND - FEDERAL AID	0.00	43,657.00	43,657.00	38,253.19	5,403.81
A 4289	FEDERAL AID - OTHER	0.00	40,389.55	40,389.55	0.00	40,389.55
A 4601	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	121,485.62	-121,485.62
A Totals:		31,487,655.00	84,046.55	31,571,701.55	32,057,350.58	-485,649.03
C 1440	SALE OF LUNCHES	0.00	0.00	0.00	14,819.36	-14,819.36
C 2401	INTEREST & EARNINGS	0.00	0.00	0.00	9.34	-9.34
C 2770	MISCELLANEOUS REVENUES	0.00	0.00	0.00	204.00	-204.00
C 3190	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	5,970.00	-5,970.00
C 3191	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	478.00	-478.00
C 4190	FEDERAL AID - LUNCH	0.00	0.00	0.00	416,740.00	-416,740.00
C 4191	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	24,931.00	-24,931.00

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2021 To 6/30/2022



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
	H Totals:	0.00	720,905.20	720,905.20	507,905.20	213,000.00
TC 2770	TAX COLLECTIONS - CHSD	0.00	25,656,044.73	25,656,044.73	24,945,732.57	710,312.16
TC 2770.1	TAX COLLECTIONS - OTHER	0.00	0.00	0.00	700,312.16	-700,312.16
	TC Totals:	0.00	25,656,044.73	25,656,044.73	25,646,044.73	10,000.00
	Grand Totals:	34,174,913.00	27,190,200.08	61,365,113.08	61,027,919.99	337,193.09

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2021 - 6/30/2022



Account	Description	Debits	Credits
C 599	APPROPRIATED FUND BALANCE	355,000.00	0.00
C 600	ACCOUNTS PAYABLE	0.00	19,116.16
C 691	DEFERRED REVENUE	0.00	12,256.81
C 960	APPROPRIATIONS	0.00	355,000.00
C 980	REVENUES	0.00	463,151.70
C Fund Totals:		849,524.67	849,524.67
CM 200.1	CASH - SCHOLARSHIP CHECKING	516.11	0.00
CM 391	Due From Other Funds	642.93	0.00
CM 522	EXPENDITURE CONTROL ACCOUNT	50.00	0.00
CM 599	APPROPRIATED FUND BALANCE (BUDGETARY ACCOUNT)	50.00	0.00
CM 899	OTHER RESTRICTED FUND BALANCE	0.00	1,158.78
CM 960	Appropriations	0.00	50.00
CM 980	Revenues	0.00	50.26
CM Fund Totals:		1,259.04	1,259.04
F 203	CASH CHECKING-CHASE	14,301.55	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	1,409,069.10	0.00
F 510	ESTIMATED REVENUE	3,416,461.60	0.00
F 521	ENCUMBRANCES	124,003.90	0.00
F 522	EXPENDITURES	2,353,417.52	0.00
F 599	APPROPRIATED FUND BALANCE	952,074.28	0.00
F 600	ACCOUNTS PAYABLE	0.00	73,796.89
F 630	DUE TO GENERAL FUND	0.00	1,284,536.26
F 691	COLLECTIONS IN ADVANCE	0.00	65,037.50
F 821	RESERVE FOR ENCUMBRANCES	0.00	124,003.90
F 960	APPROPRIATIONS	0.00	4,368,535.88
F 980	REVENUES	0.00	2,353,417.52
F Fund Totals:		8,269,327.95	8,269,327.95
H 203	CASH CHECKING-CHASE	605.28	0.00
H 391	DUE FROM GENERAL FUND	363,464.23	0.00
H 410	STATE & FEDERAL AID RECEIVABLE	157,289.26	0.00
H 510	ESTIMATED REVENUE	720,905.20	0.00
H 521	ENCUMBRANCES	882,125.64	0.00
H 522	EXPENDITURES	396,855.64	0.00
H 599	APPROPRIATED FUND BALANCE	952,707.69	0.00
H 691	BOND PREMIUM	0.00	62,412.18
H 821	RESERVE FOR ENCUMBRANCES	0.00	882,125.64
H 909	FUND BALANCE, UNRESERVED	0.00	347,897.03
H 960	APPROPRIATIONS	0.00	1,673,612.89
H 980	REVENUES	0.00	507,905.20
H Fund Totals:		3,473,952.94	3,473,952.94
TC 440	DUE FROM OTHER GOVERNMENTS	1,036,244.96	0.00
TC 510	Estimated Revenue	25,656,044.73	0.00
TC 522	Expenditures	25,646,044.73	0.00
TC 631	DUE TO OTHER GOVERNMENTS	0.00	1,036,244.96
TC 960	Appropriations	0.00	25,656,044.73
TC 980	Revenues	0.00	25,646,044.73

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 (hereinafter referred to as the "SENDING SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and NORTH BELLMORE UNION FREE SCHOOL DISTRICT (hereinafter referred to as "RECEIVING SCHOOL DISTRICT"), as the party of the second part, having its principal place of business for purposes of this Agreement at 2616 Martin Avenue, Bellmore, New York 11710.

WITNESSETH:

WHEREAS, pursuant to Education Law, SENDING SCHOOL DISTRICT is authorized by law to contract with other public school districts for special education programs and services for students resident in its own district and in need of such services.

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

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

WHEREAS, RECEIVING SCHOOL DISTRICT is capable of and willing to provide the within services to SENDING SCHOOL DISTRICT.

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

1. **TERM OF AGREEMENT:** The term of this Agreement shall be from July 4, 2022 through August 18, 2022 inclusive, unless terminated early as provided for in this Agreement. It is understood that SENDING SCHOOL DISTRICT is under no obligation to renew this Agreement upon its expiration.
2. **SCOPE OF SERVICES:** During the term of this Agreement, the services to be provided by RECEIVING SCHOOL DISTRICT shall include, but not be limited to the following:
 - a. Instructional Services
 - b. Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
 - c. RECEIVING SCHOOL DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by SENDING SCHOOL DISTRICT in writing.

- d. All services provided by RECEIVING SCHOOL DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by SENDING SCHOOL DISTRICT to RECEIVING SCHOOL DISTRICT upon any modification of a student's IEP.
- e. RECEIVING SCHOOL DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
- f. RECEIVING SCHOOL DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to SENDING SCHOOL DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
- g. RECEIVING SCHOOL DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. RECEIVING SCHOOL DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
- h. Upon the execution of this Agreement, RECEIVING SCHOOL DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of RECEIVING SCHOOL DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, RECEIVING SCHOOL DISTRICT shall immediately notify SENDING SCHOOL DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- i. RECEIVING SCHOOL DISTRICT shall comply will all applicable policies of RECEIVING SCHOOL DISTRICT while providing services pursuant to this Agreement.
- j. RECEIVING SCHOOL DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
- k. RECEIVING SCHOOL DISTRICT will work cooperatively with SENDING SCHOOL DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). RECEIVING SCHOOL DISTRICT shall make relevant personnel available to participate in meetings of SENDING SCHOOL DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to RECEIVING SCHOOL DISTRICT of such meetings.

- l. RECEIVING SCHOOL DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. SENDING SCHOOL DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by RECEIVING SCHOOL DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
- m. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
- n. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
- o. SENDING SCHOOL DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for RECEIVING SCHOOL DISTRICT to provide services pursuant to this Agreement.
- p. SENDING SCHOOL DISTRICT shall obtain releases or other legal documents necessary for RECEIVING SCHOOL DISTRICT to render full reports concerning the education and progress of the student(s) to SENDING SCHOOL DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
- q. Upon reasonable prior written notice, RECEIVING SCHOOL DISTRICT shall be subject to visitation by SENDING SCHOOL DISTRICT and/or its designated representatives during the normal business hours of RECEIVING SCHOOL DISTRICT.
- r. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, RECEIVING SCHOOL DISTRICT shall promptly give written notice of same to SENDING SCHOOL DISTRICT.

3. **PAYMENT SCHEDULE:**

- a. In full consideration for the services to be rendered by RECEIVING SCHOOL DISTRICT to SENDING SCHOOL DISTRICT for the period of this Agreement, upon presentment of an invoice by RECEIVING SCHOOL DISTRICT, SENDING SCHOOL DISTRICT will pay to RECEIVING SCHOOL DISTRICT for each child the tuition rate set by the State Education Department. If the tuition rates for this school year are not available at the beginning of that school year, SENDING SCHOOL DISTRICT shall, as set by the State Education Department, pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that RECEIVING SCHOOL DISTRICT will be paid in accordance with the rates applicable to that current school year.
- b. SENDING SCHOOL DISTRICT shall be responsible for the payment of the tuition for as long as the student is enrolled in RECEIVING SCHOOL DISTRICT's program.

4. **INVOICE DUE ON MONTHLY BASIS:** RECEIVING SCHOOL DISTRICT will submit an invoice for services rendered on a monthly basis, and payment to RECEIVING SCHOOL DISTRICT shall be made within thirty (30) days from receipt of invoice from RECEIVING SCHOOL DISTRICT. SENDING SCHOOL DISTRICT shall give RECEIVING SCHOOL DISTRICT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SENDING SCHOOL DISTRICT's rights or prevent SENDING SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

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

collective bargaining agreement now or hereafter in effect between SENDING SCHOOL DISTRICT and its employees.

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

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

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

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

9. **REPORTS OF STUDENTS:** RECEIVING SCHOOL DISTRICT shall obtain whatever releases or other legal documents that are necessary in order that RECEIVING SCHOOL DISTRICT may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on RECEIVING SCHOOL DISTRICT. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such

child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

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

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

12. **COMMISSIONER VISITS:** RECEIVING SCHOOL DISTRICT shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

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

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

15. **STUDENT DISCIPLINE:** RECEIVING SCHOOL DISTRICT agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.

16. **STUDENT TRANSPORTATION:** SENDING SCHOOL DISTRICT shall be responsible for providing all students covered by this Agreement with transportation to and from school.

17. **STUDENT PRESCRIPTIONS:** Where applicable, SENDING SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to RECEIVING

SCHOOL DISTRICT. SENDING SCHOOL DISTRICT shall forward copies of these prescriptions to RECEIVING SCHOOL DISTRICT upon its written request.

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

19. **TERMINATION:**

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

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

21. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, RECEIVING SCHOOL DISTRICT hereby agrees to effectuate the naming of SENDING SCHOOL DISTRICT as an additional insured on RECEIVING SCHOOL DISTRICT's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SENDING SCHOOL DISTRICT as an additional insured shall:
 - i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.
 - ii. state that RECEIVING SCHOOL DISTRICT's coverage shall be primary and

non-contributory coverage for SENDING SCHOOL DISTRICT, its Board, employees and volunteers.

- c. SENDING SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SENDING SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by RECEIVING SCHOOL DISTRICT that are covered by the liability policies.
- e. At SENDING SCHOOL DISTRICT's request, RECEIVING SCHOOL DISTRICT shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, RECEIVING SCHOOL DISTRICT will provide a copy of the policy endorsements and forms.
- f. RECEIVING SCHOOL DISTRICT agrees to indemnify SENDING SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
 - i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.
 - ii. **Automobile Liability:**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.
 - iv. **Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of RECEIVING SCHOOL DISTRICT performed under the contract for SENDING SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date

must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

v. **Umbrella/Excess Insurance:**

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

- h. RECEIVING SCHOOL DISTRICT acknowledges that failure to obtain such insurance on behalf of SENDING SCHOOL DISTRICT constitutes a material breach of contract. RECEIVING SCHOOL DISTRICT is to provide SENDING SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SENDING SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SENDING SCHOOL DISTRICT.
- i. SENDING SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). RECEIVING SCHOOL DISTRICT further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SENDING SCHOOL DISTRICT but also NYSIR, as SENDING SCHOOL DISTRICT's insurer.

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

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

North Bellmore Union Free School District
2616 Martin Avenue
Bellmore, New York 11710
Attn: Assistant Superintendent for Business/District Clerk

23. **ASSIGNMENT OF AGREEMENT:** Neither party shall assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.

24. **DISCRIMINATION PROHIBITED:** Neither SENDING SCHOOL DISTRICT nor RECEIVING SCHOOL DISTRICT will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal

opportunities without discrimination because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

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

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

27. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SENDING SCHOOL DISTRICT and RECEIVING SCHOOL DISTRICT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

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

29. **REPRESENTATIONS AND WARRANTIES:** Both parties represent and warrant: 1) that they have no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that both parties have not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

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

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

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

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

VALLEY STREAM UNION FREE SCHOOL
DISTRICT #24

Date: _____

By: _____

NORTH BELLMORE UNION FREE SCHOOL
DISTRICT

Date: _____

By: _____

CONSULTANT AGREEMENT

THIS AGREEMENT, made this 11 day of August, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 ("SCHOOL DISTRICT"), having its principal place of business located at 75 Horton Ave, Valley Stream, NY 11581, and LAKRETZ CREATIVE SUPPORT SERVICES ("CONSULTANT"), having its principal place of business for purposes of this Agreement at P.O. Box 572, Baldwin, New York 11510-0773.

1. **TERM:** The term of the within Agreement shall be from July 1, 2022 through June 30, 2023, unless earlier terminated as provided herein.
2. **CONDITIONS:** The School District shall retain the Consultant to provide certain consultation, training and/or professional development services for the School District under the terms and conditions hereinafter set forth. The Consultant shall perform services only to the extent authorized by the School District.
3. **DUTIES AND SERVICES:** The Consultant shall provide the following services:
 - a. As set forth in Exhibit A, attached hereto and made part hereof. Dates and times to be determined upon agreement of the parties. To the extent the terms of Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting terms.
 - b. The School District reserves its right to maintain flexibility regarding topics and dates with respect to "Teacher Workshops" set forth in Exhibit A (attached) based upon the District's needs.
 - c. In the event that changes in school structure due to the pandemic prohibit in-person services, the Consultant agrees to conduct services via Zoom, subject to the School District's prior written approval.
4. **FEES & EXPENSES:** During the term of this Agreement, the School District agrees to pay the Consultant per Exhibit A (attached) for a total amount not to exceed \$83,000.00, to be paid at the rate set forth therein within 60 days after receipt of Consultant's invoice, subject to the satisfactory completion of services. Except as otherwise set forth herein or in Exhibit A annexed hereto, Consultant shall be responsible for all costs and expenses incurred by Consultant that are incident to the performance of services for School District, including, but not limited to, all tools, vehicles, or other equipment to be provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. School District shall not be responsible for any expenses incurred by Consultant in performing services for School District. Consultant's invoice shall include time sheets and attendance, types of services rendered and fees payable. School District shall give Consultant notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of School District's rights or prevent School District from availing itself of any remedy or course of action it has at law or in equity at a later date.

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

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

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

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

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

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

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

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

15. **COMPLIANCE WITH SAVE LEGISLATION:** The Consultant understands and agrees that, unless its instructors and employees will have no direct contact with school-aged students, it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The Consultant shall adhere to all applicable requirements and protocols as established by the School District and the State Education Department of New York.
16. **TERMINATION:**
 - a. This Agreement may be terminated by the School District upon seven (7) days' written notice to the Consultant. In the event of such termination, the parties will adjust and prorate the accounts due and payable to Consultant for services actually rendered up to the effective date of termination, subject to any cancellation provisions set forth in Exhibit A. The Consultant will not incur any additional expenses upon receipt of School District's notification that Consultant's services have been terminated.
 - b. This Agreement may be terminated by the School District in the event of a material breach by Consultant, upon three (3) days' written notice from the School District to Consultant.
 - c. Notwithstanding anything to the contrary contained in the Agreement or in Exhibit A or any other related documents, the School District expressly reserves the right to immediately suspend, cancel or terminate the Consultant's services under this Agreement in the event that its schools are closed and/or it becomes illegal, impossible or impracticable to continue the Consultant's services due to any reason, including but not limited to any force majeure event, and upon the School District's exercise of such right, the Consultant, its officers, employees and/or agents shall not be entitled to further compensation, payments, cancellation fees, charges, or any other benefits pursuant to this Agreement for the duration of such closure, unless agreed to in writing between the Consultant and the School District. Force majeure events shall include any condition beyond the School District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including COVID-19 or similar epidemic or outbreak, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental or quasi-governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of Consultant's services, Consultant shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to any payment, cancellation fees or any other charges for any previously scheduled services that were not actually rendered prior to the date of such school closing.
17. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between School District and Consultant, and supersedes all prior written and

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

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

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: _____ By: _____
Name:
Title:

LAKRETZ CREATIVE SUPPORT SERVICES

Date: 8/11/2022 By: Beth Lakretz
Name: Beth Lakretz
Title: owner

EXHIBIT A

Districtwide Differentiated Instruction Workshop at a total rate of \$2,500.00

- 2 hour virtual workshop for providing overview of differentiated instruction

Differentiated Instruction Workshops at a rate of \$5,500.00 per day for a total of \$16,500.00

- 3 days of teacher workshops focusing on differentiated instruction, one for each targeted districtwide grade level (K-2nd)

Differentiated Instruction Teacher Coaching for Teachers Grades K-2nd – 12 days @ \$2,500.00 per day for a total rate of \$30,000.00

- Each coaching session for a teacher consists of a classroom visit followed by a meeting. Coaches can see 4 teacher per day under these conditions. Coaching sessions will target teachers grades K-2nd.

ICT Teacher Workshops at a rate of \$5,500.00 per day for a total rate of \$16,500.00

- 1 Intro to ICT Workshop – for new ICT pairs
- 1 Differentiated Instruction in the ICT Classroom Workshop – for new ICT pairs
- 1 Experienced ICT Workshop – for returning ICT pairs

ICT Teacher Coaching – 6 days @ \$2,500.00 per day for a total rate of \$15,000.00

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

Administrator Consultation and Coaching – not to exceed \$2,500.00 in total

- Consultation sessions with administrators via phone, Zoom, and/or email.
- Consultation with Beth Lakretz at a rate of \$300.00 per hour
- Consultation with assigned coach at a rate of \$200.00 per hour
- Debriefing sessions with the coach held during scheduled coaching days will not be billed as consultation and consultation fees will not apply.

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

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 20____ by and between the Board of Education of the Valley Stream Union Free School District 24 (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581, and Achieve Beyond (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 225 Broadhollow Road, Suite 402, Melville, NY 11747.

A. TERM:

The term of this Agreement shall be from July 1, 2022 through June 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 CONSULTANT to the DISTRICT shall include, but not be limited to the following:
 - Speech and Language Therapy
 - Occupational Therapy
 - Physical Therapy
 - Monolingual and Bilingual Evaluations (including written report)
 - Translation Services
 - ABA Services
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

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

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

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

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

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

C. COMPENSATION:

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

SEE ATTACHED RATE SCHEDULE

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

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

D. MISCELLANEOUS:

1. Termination:

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

2. Independent Contractor:

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

3. Defense / Indemnification:

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

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

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

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

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

To Consultant: Achieve Beyond
 22523 Broadhollow Road, Suite 402
 Melville, NY 11747

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

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

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

ACHIEVE BEYOND

VALLEY STREAM UFSD 24

By: 
LI Services Director

By: _____
President, Board of Education

Date: 8/16/2022

Date: _____

APPENDIX A

Achieve Beyond

Related Services and Evaluations

2022-2023 Rates

Service	Rate	
Special Education Services - ABA / Parent Training / Behavioral / Counseling (in-person and/or telepractice, if approved)	\$100.00 per 60 minutes	
Behavior Therapist / Teacher Assistant / 1:1 Aide Services	\$65.00 per 60 minutes	
Consulting Service	\$150.00 per 60 minutes	
Occupational Therapy / Physical Therapy / Speech Language Therapy (Individual Session)	\$60.00 per 30 minutes	
Occupational Therapy / Physical Therapy / Speech Language Therapy (Group Session)	\$45.00 per 30 minutes, per child	
Translation Services and CSE Meeting Attendance (minimum of 1 hour)	\$90.00 per 60 minutes	
Evaluations (Children ages 5-10)	English	Other Language
Psychological	\$445.00	\$580.00
ADOS	\$445.00	\$580.00
Speech	\$370.00	\$450.00
Educational	\$340.00	\$395.00
FBA/BIP	\$340.00	\$395.00
Social History	\$225.00	\$265.00
Occupational Therapy Evaluation	\$370.00	\$450.00
Physical Therapy Evaluation	\$370.00	\$450.00
Evaluations (Children ages 11-21)	English	Other Language
Psychological	\$500.00	\$605.00
ADOS	\$500.00	\$605.00
Speech	\$395.00	\$500.00
Educational	\$370.00	\$445.00
FBA/BIP	\$340.00	\$395.00
Social History	\$225.00	\$290.00
Occupational Therapy Evaluation	\$395.00	\$500.00
Physical Therapy Evaluation	\$395.00	\$500.00

CONSULTANT AGREEMENT

THIS AGREEMENT, made this 11 day of August, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 ("SCHOOL DISTRICT"), having its principal place of business located at 75 Horton Ave, Valley Stream, NY 11581, and LAKRETZ CREATIVE SUPPORT SERVICES ("CONSULTANT"), having its principal place of business for purposes of this Agreement at P.O. Box 572, Baldwin, New York 11510-0773.

1. **TERM:** The term of the within Agreement shall be from July 1, 2022 through June 30, 2023, unless earlier terminated as provided herein.
2. **CONDITIONS:** The School District shall retain the Consultant to provide certain consultation, training and/or professional development services for the School District under the terms and conditions hereinafter set forth. The Consultant shall perform services only to the extent authorized by the School District.
3. **DUTIES AND SERVICES:** The Consultant shall provide the following services:
 - a. As set forth in Exhibit A, attached hereto and made part hereof. Dates and times to be determined upon agreement of the parties. To the extent the terms of Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting terms.
 - b. The School District reserves its right to maintain flexibility regarding topics and dates with respect to "Teacher Workshops" set forth in Exhibit A (attached) based upon the District's needs.
 - c. In the event that changes in school structure due to the pandemic prohibit in-person services, the Consultant agrees to conduct services via Zoom, subject to the School District's prior written approval.
4. **FEES & EXPENSES:** During the term of this Agreement, the School District agrees to pay the Consultant per Exhibit A (attached) for a total amount not to exceed \$83,000.00, to be paid at the rate set forth therein within 60 days after receipt of Consultant's invoice, subject to the satisfactory completion of services. Except as otherwise set forth herein or in Exhibit A annexed hereto, Consultant shall be responsible for all costs and expenses incurred by Consultant that are incident to the performance of services for School District, including, but not limited to, all tools, vehicles, or other equipment to be provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. School District shall not be responsible for any expenses incurred by Consultant in performing services for School District. Consultant's invoice shall include time sheets and attendance, types of services rendered and fees payable. School District shall give Consultant notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of School District's rights or prevent School District from availing itself of any remedy or course of action it has at law or in equity at a later date.

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

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

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

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

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

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

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

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

15. **COMPLIANCE WITH SAVE LEGISLATION:** The Consultant understands and agrees that, unless its instructors and employees will have no direct contact with school-aged students, it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The Consultant shall adhere to all applicable requirements and protocols as established by the School District and the State Education Department of New York.
16. **TERMINATION:**
 - a. This Agreement may be terminated by the School District upon seven (7) days' written notice to the Consultant. In the event of such termination, the parties will adjust and prorate the accounts due and payable to Consultant for services actually rendered up to the effective date of termination, subject to any cancellation provisions set forth in Exhibit A. The Consultant will not incur any additional expenses upon receipt of School District's notification that Consultant's services have been terminated.
 - b. This Agreement may be terminated by the School District in the event of a material breach by Consultant, upon three (3) days' written notice from the School District to Consultant.
 - c. Notwithstanding anything to the contrary contained in the Agreement or in Exhibit A or any other related documents, the School District expressly reserves the right to immediately suspend, cancel or terminate the Consultant's services under this Agreement in the event that its schools are closed and/or it becomes illegal, impossible or impracticable to continue the Consultant's services due to any reason, including but not limited to any force majeure event, and upon the School District's exercise of such right, the Consultant, its officers, employees and/or agents shall not be entitled to further compensation, payments, cancellation fees, charges, or any other benefits pursuant to this Agreement for the duration of such closure, unless agreed to in writing between the Consultant and the School District. Force majeure events shall include any condition beyond the School District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including COVID-19 or similar epidemic or outbreak, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental or quasi-governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of Consultant's services, Consultant shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to any payment, cancellation fees or any other charges for any previously scheduled services that were not actually rendered prior to the date of such school closing.
17. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between School District and Consultant, and supersedes all prior written and

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

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

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: _____ By: _____
Name:
Title:

LAKRETZ CREATIVE SUPPORT SERVICES

Date: 8/11/2022 By: Beth Lakretz
Name: Beth Lakretz
Title: owner

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

This Agreement is entered into this 1st day of July, 2022 by and between the Board of Education of the Valley Stream Union Free School District Thirty (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 175 North Central Avenue, Valley Stream, New York 11580, and 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 75 Horton Avenue, Valley Stream, New York 11581.

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, 2022 through June 30, 2023, 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 Plan (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 Individualized Education Program (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, sex, sexual orientation, national origin, religion, 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 execution of this Agreement, 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 will 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 Committee on Special Education (CSE), 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, 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).

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 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.
 - RECEIVING DISTRICT 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 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 including 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 \$5,739.00 per student per month based on most recent SED data as of 8/12/2022.
 - 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 \$600, 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 Sending District: Valley Stream UFSD #24
75 Horton Avenue
Valley Stream, NY 11581

To Receiving District: Valley Stream UFSD #30
175 North Central Avenue
Valley Stream, New York 11580

- 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.

8/12/2022

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
Valley Stream UFSD #24

RECEIVING DISTRICT
Valley Stream UFSD #30

By: _____

President, Board of Education

By: _____

President, Board of Education

HENRY VISCARDI SCHOOL
§ 4201 SERVICE AGREEMENT

This Agreement made this 1st day of July, 2022 by and between the Henry Viscardi School ("hereinafter Receiving School") having its principal place of business located at 201 I.U. Willets Road, Albertson, NY 11507 and Valley Stream School District #24, ("Sending District") having its principal place of business for purposes of this Agreement at 50 Hungry Harbor Road, Valley Stream, NY 11581.

WITNESSETH:

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

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

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

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

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

1. **Term of Agreement:** The term of this Agreement shall be from July 1, 2022 through June 30, 2023 unless terminated earlier as set forth herein.
2. **Services:**
 - a. The Receiving School hereby agrees to furnish instruction and/or services as set forth in Appendix "A" to the students listed in Appendix "A".

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

3. **Payments:**

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

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

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

4. **Termination:**

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

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

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

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

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

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

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

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

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

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

To the Receiving School:

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

To the Sending District:

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

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

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

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

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

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

Appendix A

Gia Munro

CAM/D1223904

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022 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, 2022 to June 30, 2023, 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: 7/29/2022

By: [Signature]

APPENDIX A

Health Source Group, Inc.

Related Services

2022-2023 Rates

Service	Rate
Resource Room Teacher	\$60.00 per hour
Proctoring Exams	\$30.00 per hour
Teacher's Aide	\$28.00 per hour
Teacher's Assistant	\$32.00 per hour

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022 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, 2022 to June 30, 2023, 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: 7/22/2022

By: 

APPENDIX A

Health Source Group, Inc.

Skilled Nurse Staffing Services

2022-2023 Rates

Service	Rate
Certified Nursing Assistant (CNA)	\$30.00 per hour
Licensed Practical Nurse (LPN)	\$47.00 per hour
Registered Nurse (RN)	\$60.00 per hour

AGREEMENT

THIS AGREEMENT made this 5th day of JULY, 2022 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, 2022 through June 30, 2023, 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.

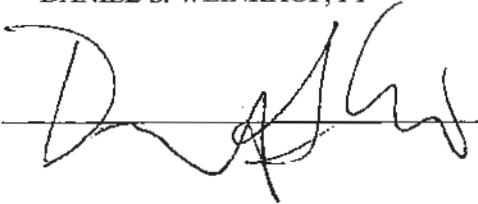
VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

DANIEL S. WEINKAUF, PT

Date: 7/8/22

By:  PT.

APPENDIX A

Daniel S. Weinkauf, PT

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

NPI #: 669618534

2022-2023 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

Valley Stream UFSD #24
LETTER OF AGREEMENT FOR PROVISION OF EVALUATION & THERAPY SERVICES TO
Valley Stream UFSD #24



This document serves as written agreement between the **Valley Stream UFSD #24** ("Facility") and **All About Kids, SLP, OT, PT, LMSW, Psychology, PLLC** (hereafter referred to as "Provider" &/or All About Kids) for the purpose of providing direct Therapy, Evaluations, Screenings, Consultations, Group Therapy Services, that are inclusive of, but not limited to, Special Education Services, Autism Services/ABA Therapy/Behavior Intervention Services, Speech/Language Therapy, Feeding Therapy, Occupational Therapy, Physical Therapy, Group OT, PT, SP Therapy, Counseling, Resource Room Services, Parent Training, Professional Development, Tutoring, Attendance at §504 or CSE meetings, and any other services as needed per attached Attachment A., in accordance with the student's IEP. This agreement is effective July 1, 2022 - June 30, 2023 unless terminated before June 30, 2023 pursuant to paragraph "9" of this agreement.

1. The Facility hereby engages provider who shall provide conscientious, competent, and diligent trained professional(s) or therapist(s) who shall be licensed or certified by the State of New York or trained to provide professional services in accordance with recommendations of the Chairperson of the Committee on Special Education as set forth in the Student's Individualized Education Program and who will comply with all applicable federal and state regulations, conform to professional code of ethics, and comply with the rules and regulations of the State Education Department and New York State Department of Health and those of the Facility.
2. Licensed or certified therapist (s) and other trained and experienced individuals shall perform those services as requested by the Facility at the frequency and duration as set forth in the student's Individualized Education Programs ("IEPs") receiving services pursuant to this agreement and provide signed and dated report of services findings and progress at intervals set by the Facility.
3. The hours of services billed will be according to the total hours a therapist/teacher is at the Facility (School District) or authorized off-site locations. If requested by the Facility, All About Kids will provide an itemized bill for services authorized at Private Schools in order to assist the Facility (District) in its requirement to bill District of Residence.
4. Rates: Please see Attachment A. **For contracts with renewal clauses/extensions, All About Kids reserves the right upon renewal after the first year of a contract to increase its quoted rates to the corresponding Consumer Price Index (CPI) in NY State & applicable to the District's county location, or by 2%, whichever is higher on the signed date of renewal.

Please note, any information contained herein is the sole property of All About Kids™ and cannot be shared with any other entity without prior written permission from All About Kids™.

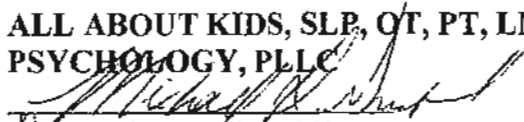
5. Each party agrees that all personal information received from other under this Agreement shall remain confidential and that such information will not be released, except as required by governmental regulations pertaining to student records or third-party reimbursement sources for substantiation of such qualifications of Provider or the employees or independent contractors it employs. All students' records, logs, etc. maintained by Provider will be the property of the District, and will be considered to the mandated records.
6. Facility agrees not to enter into any direct employment or independent contractor Agreement with a therapist or trained professional hired by Provider for a period of one (1) calendar year following completion of contract with Provider.
7. Provider shall submit a monthly statement of all charges payable by the Facility to the Facility Administrator or designee. The statement shall include time sheets and attendance, types of services rendered and fees payable if requested, and, if required by Facility, shall identify names of clients treated. The facility shall pay any and all sums due and owing to Provider, including sums received from reimbursement sources. The Facility will remit the total amount payable to the Provider within sixty (60) days of receipt of such monthly statement based on enrollment.
8. This Agreement shall become effective July 1, 2022. This Agreement may be modified or amended from time to time by mutual agreement of the parties, in writing, and any such modifications or amendments shall be attached to and become part of the Agreement.
9. This Agreement can be terminated by either party to this contract without specific cause by giving at least thirty (30) days advance notice in writing, return receipt, registered mail. Upon termination there shall be no further obligation of the provider to the School District or from the school District to the provider except for 1) any unpaid balances for services rendered by the provider and 2) all reports and services due to the School District must be completed by the provider within 30 days of contract termination.
10. This Agreement shall not be assigned without the advance written consent of both parties.
11. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any provisions, contracts, or memoranda between parties hereto and between the Facility and All About Kids and may be modified only by a written instrument agreed to and executed by both parties.
12. Assignment of therapists or trained professionals must be approved by the Facility.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any portion of this agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
14. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, handicap, or sponsorship.
15. Provider shall be responsible for compliance with the requirements of Project Save and the Safe Schools Acts, and FERPA with respect to any person providing services by provider under the terms of this Agreement. All persons providing services by or through Provider under the terms of this Agreement shall have received appropriate fingerprinting clearance as required by law, prior to providing services to the Facility's students. Appropriate written proof of such clearance

shall be provided to the Facility prior to such person(s) providing services to the students, if requested.

- 16. This agreement and any amendments to this agreement will not be in effect until approved by the District.
- 17. The Facility reserves the right to reject any of the Provider's staff, which the Facility in its reasonable discretion may deem unqualified.
- 18. The Provider represents this it is in good professional standing with and possesses current and valid license(s), if any, necessary to perform the services under this agreement. Provider represents it is not currently charged, nor in the past has been charged, with any criminal, professional misconduct or incompetence.
- 19. Provider shall provide copies of licenses of all professionals servicing the Facility upon the execution of this agreement if requested by the Facility. In the event that the license(s) of the Provider or any of its agents or employees is revoked, terminated, suspended or otherwise impaired, or if any litigation becomes pending against the Provider, or in the events that the Provider receives notice of such impending action, the Provider shall immediately notify the Facility through Superintendent of Schools.
- 20. The Provider, at its sole expense, shall procure and maintain such policies as comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Facility as additional insured, if requested. Upon the execution of this agreement, the Provider will supply District with a copy of said policy(s) if requested.

IN WITNESS WHEREOF, the parties here have affixed their signatures and executed this Agreement as of the date first above written.

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


Michael L. Grossfeld

Director/Member/Owner
Title

Date: 7/13/2022

VALLEY STREAM UFSD #24

Print or type name

Signature

Title: (must be authorized to sign contract)

Date: _____

Please note, any information contained herein is the sole property of All About Kids™ and cannot be shared with any other entity without prior written permission from All About Kids™.

Valley Stream UFSD #24

All About Kids 22-23 QUOTATION SHEET (under extension/renewal of Roslyn UFSD Coop. 20-21 RFP Rates & Addition of 2% CPI for 2022-23)

COOPERATIVE REQUEST FOR PROPOSAL FOR SPECIAL EDUCATION RELATED EDUCATIONAL SERVICES

This sheet must be submitted as an Excel file to jdragone@roslynschools.org along with the other required documents

If security prevents you from submitting to roslynschools.org, you may send it to Joseph.C.Dragone@gmail.com

Provider #	2021020
Provider Name:	All About Kids SLP, OT, PT, LMSW, Psych
Contact:	Anne Worth Du Pree, Contracts Compliance M
Street Address:	255 Executive Drive - Suite LL105
City:	Plainview
State:	NY
Zip:	11803
Telephone:	516-576-2040 x175
Fax:	516-576-1615
E-Mail Address:	Anne.Worth@aaakcares.com

Directions: (1) Enter the provider number (2021XXX) you received in a separate email inviting you to respond to the RFP. This will automatically enter your basic information which can be edited if necessary. (2) Click on the "Related Services" cell to select from the dropdown list of services. If you truly cannot find the service listed in the drop down list, you may type it into the Related Services cell and fill out the data in the remaining columns. (3) Click on the Bi-Lingual Cell to indicate if the service can be provided in Languages Other than English. If the service provider is bi-lingual, you must enter the language(s) in which it can be provided in the "Additional Comments" box. (4) Click on the "Group Served" cell to indicate if the service is for an individual student, a group of students, parent(s), or staff member(s). If it is a group of students, you can select whether your hourly rate is per session or per student. (5) Enter the hourly rate you propose to charge for the service. Your hourly rate will be paid for the actual services provided excluding travel time, etc. A 40 minute class session, for example, will be paid at 2/3 of your hourly rate. (6) If your rate is for the completion of a report or for a full-day or half-day and is not based on the number of hours it takes to complete, please enter that rate in the column labeled "Flat Fee" with an appropriate clarifying note in the "Additional Comments". (7) Clarifications can be entered in the "Additional Comments" column as necessary for each line of data. For example: "groups of no more than 5" or "rate charged per day - not to exceed 8 hours".

select from drop-down list on each line as required - for all bilingual services indicate associated language(s) in additional comments	Bi-Lingual?	Group Served	Hourly Rate(s)				22/23 Flat Fee	22/23 Additional Comments	Provider Number
			22/23 Services	22/23 Committee Meeting Attendance	22/23 Consultation	22/23 Other (Explain in Comments)			
ABA (Special Educator) at School		individual student	\$0.00	\$134.23	\$0.00	\$108.42	\$0.00	Services or Consults: \$108.42 per student, per hour	2021020
ABA (Special Educator) at Home		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$0.00	Services or Consults: \$108.42 per student, per hour	2021020
Autism Consultation (BCBA/LBA/Doctoral)		individual student	\$0.00	\$134.23	\$0.00	\$134.23	\$0.00	Services or Consults: \$134.23 per student, per hour	2021020
Autism Diagnostic Observation Schedule (ADOS)		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$929.29		2021020
Autism Diagnostic Observation Schedule (ADOS)	Yes	individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$1,135.80	Spanish	2021020
Assistive Technology (AT) Evaluation Services		individual student	\$0.00	\$134.23	\$154.88	\$0.00	\$413.02	OT-Assistive Techn. Eval Only (to train child with fine motor problems to use appropriate technology (i.e., laptop)) Consultations are \$154.88 per hour	2021020
Augmentative/Alternative Communication Evaluation Svcs (SLP)		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$304.60		2021020
Augmentative/Alternative Communication Evaluation Svcs (SLP)		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$407.86		2021020
Augmentative/Alternative Communication Consultant Svcs (SLP)		individual student	\$134.23	\$134.23	\$0.00	\$0.00	\$0.00		2021020
Behavior Rating Scale (by Psychologist)		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$645.34		2021020
Behavior Rating Scale (by Psychologist)	Yes	individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$877.66	Spanish	2021020
Behavioral Consulting Services - BCBA Certified (Home)		individual student	\$0.00	\$134.23	\$0.00	\$134.23	\$0.00	Services or Consults: \$134.23 per student, per hour	2021020
Behavioral Consulting Services - BCBA Certified (School)		individual student	\$0.00	\$134.23	\$0.00	\$134.23	\$0.00	Services or Consults: \$134.23 per student, per hour	2021020
Behavioral Consulting Services - not BCBA Certified (Home)		individual student	\$0.00	\$134.23	\$0.00	\$108.42	\$0.00	Services or Consults: \$108.42 per student, per hour	2021020
Behavioral Consulting Services - not BCBA Certified (School)		individual student	\$0.00	\$134.23	\$0.00	\$108.42	\$0.00	Services or Consults: \$108.42 per student, per hour	2021020
Behavioral Intervention Services/Plans (Home)		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$309.76		2021020
Behavioral Intervention Services/Plans (School)		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$309.76		2021020
Consultant Teacher / OT / PT / SLP (specify in notes)		individual student	\$0.00	\$134.23	\$108.42	\$0.00	\$0.00	Services or Consults OT, PT, SP: \$108.42 per student, per hour	2021020
Consultant Teacher / OT / PT / SLP (specify in notes)	Yes	individual student	\$0.00	\$134.23	\$154.88	\$0.00	\$0.00	Services or Consults Speech, Spanish: \$154.88 per student, per hour	2021020
Counseling		individual student	\$206.51	\$134.23	\$0.00	\$0.00	\$0.00	By Psychologist only	2021020
Evaluations - Educational		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$413.02		2021020
Evaluations - Occupational Therapy		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$258.14		2021020
Evaluations - Physical Therapy		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$258.14		2021020
Evaluations - Psychoeducational		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$980.92		2021020
Evaluations - Psychological		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$587.90		2021020
Evaluations - Psychological	Yes	individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$800.22	Spanish	2021020
Evaluations - Speech Language		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$304.60		2021020
Evaluations - Speech Language	Yes	individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$407.86	Spanish	2021020
Evaluations - Other (please list in comment box)		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$206.51	Social History	2021020
Evaluations - Other (please list in comment box)		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$309.76	Audiological	2021020
Evaluations - Other (please list in comment box)		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$619.53	Central Audit Processing	2021020
Evaluations - Other (please list in comment box)		individual student	\$0.00	\$134.23	\$0.00	\$0.00	\$309.76	Feeding	2021020

RIDER TO LETTER OF AGREEMENT

RIDER to the Letter of Agreement (“Agreement”) effective as of July 1, 2022, by and between the Board of Education (“Board”) of the **Valley Stream Union Free School District #24** (“District”) and **All About Kids, SLP, OT, PT, LMSW, Psychology, PLLC** (“Provider”).

WHEREAS, the parties have entered into said Agreement for the provision of certain services as identified therein; and

WHEREAS, the Provider is duly certified and/or qualified under the laws of the State of New York and regulations of the Commissioner of Education to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein and in said Agreement, and for other good and valuable considerations, the Provider and the District hereby agree as follows:

1. This Rider is intended to modify the Agreement between the District and the Provider.
2. In the event that Provider or its service providers are absent or unavailable for a scheduled service session for any reason whatsoever, Provider will not be paid for the scheduled service session and shall agree to provide a replacement to make up the missed appointment.
3. The Provider and its service providers will be engaged as independent contractors, and therefore, the Provider will be solely responsible for the payment of federal and state income taxes applicable to this agreement.
4. Neither the Provider nor its service providers will be eligible for any benefits relative to this contract for social security, New York State worker’s compensation, unemployment insurance, New York State Employees’ Retirement System, etc.
5. Provider and/or its employees, agents and service providers, as appropriate, will maintain general and professional liability insurance of \$1,000,000/\$3,000,000, as well as statutory Workers’ Compensation, Employers’ Liability and N.Y.S. Disability Benefits Insurance for all of its employees. Provider will provide the District with documentation of such insurance coverage. If for any reason Provider’s insurance is changed or cancelled, Provider shall provide the District with written notice, at least ten (10) days prior to change or cancellation. An applicable Insurance Endorsement, naming the District as an additional insured, shall be submitted by Provider to the District upon execution of this Agreement.
6. Provider agrees to indemnify and hold harmless the District, its officers, agents and employees against any and all causes of actions, claims, liabilities, losses or damages arising in any manner from the performance of services under this Agreement by Provider, its service providers, therapists, consultants or any of its agents or employees.
7. The District agrees to indemnify and hold harmless the Provider, its officers, agents and employees against any and all causes of actions, claims, liabilities, losses or damages arising in any manner from the performance of services under this Agreement by the District, its officers or employees.

8. Provider, its employees, and/or agents agree that all information obtained in connection with the services provided for in the Agreement is deemed confidential information. 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. Provider further agrees that any information received by 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 District, its employees, agents, clients, and/or students will be treated by Provider, 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, the Provider shall immediately notify the District and advise it as to the nature of the breach and the steps Provider has taken to minimize said breach. Provider shall indemnify and hold District harmless from any claims arising from its breach of this confidentiality provision. The Provider agrees to abide by all provisions of Education Law Section 2-d with respect to protection of student data. Provider further agrees to abide by District's Parents' Bill of Rights for Data Privacy and Security, annexed hereto and incorporated by reference herein. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement. Provider acknowledges its responsibility to maintain the security and privacy of student data and its responsibility to adhere to all applicable federal and state statutes and regulations including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and New York Education Law § 2-d.

9. (a) The Provider represents and warrants that neither it nor its service providers, employees or agents are excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Provider or its service providers, employees or agents are excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Provider will notify the District in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Provider, the District reserves the right to immediately cease contracting with the Provider.

(b) The Provider further represents and warrants that it will, at a minimum, check monthly both its and its service providers', employees' or agents' eligibility status against: The General Services Administration's Federal Excluded Party List System (or any successor system), The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

(c) In the event an excluded party is discovered the Provider will notify the District in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Provider, the District reserves the right to immediately cease contracting with the Provider.

10. The Provider represents and warrants that it has executed an Agency Agreement Form and a Statement of Reassignment with the New York State Department of Health, and shall submit copies of said documents to the District.

11. Notwithstanding anything to the contrary contained in the Agreement, the District expressly reserves the right to immediately suspend, cancel or terminate the Service Provider's services under this Agreement in the event that its schools are closed due to any reason, including but not limited to any force majeure event, and the Service Provider, its officers, employees and/or agents shall not be entitled to further compensation, payments or any other benefits pursuant to this Agreement for the duration of such closure, except as otherwise agreed to in writing between the Service Provider and the District. Force majeure events shall include any condition beyond the District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion.

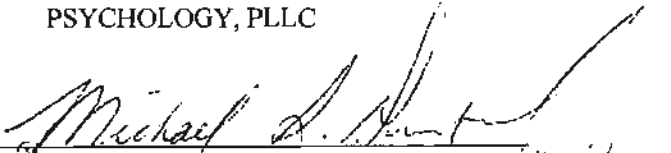
VALLEY STREAM UNION FREE SCHOOL
DISTRICT #24

Date: _____

By: _____

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

Date: 7/22/2022

By: 
Michael L. Munir

**AGREEMENT
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of _____, 2022, 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 technology¹ to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
 - (viii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

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

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

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

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

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

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

DISTRICT

CONTRACTOR *All parents kids JCA, OF, PT, LMSU, PLS*

BY: _____

BY: *Michael L. Gao*
Michael L. Gao, District Attorney

DATE: _____

DATE: *7/22/2022*

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022 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 **ACCESS 7 SERVICES 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 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

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, 2022 to June 30, 2023, 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. **[LIST SERVICES or ATTACH DESCRIPTION OF SERVICES]**

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;
 - iii. Complete evaluations as per the request of the Director of Special Education on an as needed basis.
- 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.

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

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

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 service 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. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.

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

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that 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. **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 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. The Proposer shall be responsible for notifying the school district in writing in the event of a change in service providers and shall provide the school district with updated certification of compliance with fingerprint clearance.

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 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 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 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 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:** Where applicable, 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 three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.
- c. Notwithstanding anything to the contrary contained in the Agreement, the SCHOOL DISTRICT expressly reserves the right to immediately suspend, cancel or terminate the SERVICE PROVIDER's services under this Agreement in the event that the SCHOOL DISTRICT's schools are closed and/or it becomes illegal, impossible or impracticable to continue the SERVICE PROVIDER's services due

to any reason, including but not limited to any force majeure event, and upon the SCHOOL DISTRICT's notice to the SERVICE PROVIDER that it intends to exercise such right, the SERVICE PROVIDER, its officers, employees and/or agents shall not be entitled to further compensation, payments or any other benefits pursuant to this Agreement for the duration of such closure, except as otherwise agreed to in writing between the SERVICE PROVIDER and the SCHOOL DISTRICT. Force majeure events shall include any condition beyond the SCHOOL DISTRICT's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including COVID-19 or similar epidemic or outbreak, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental or quasi-governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of SERVICE PROVIDER's services, SERVICE PROVIDER shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to payment for any previously scheduled services that were not actually rendered prior to the date of said notice.

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 that align with the United States Department of Commerce National Institute for Standards and Technology (NIST) Cybersecurity Framework (CSF).
- 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. 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. DEFENSE, INDEMNIFICATION and HOLD HARMLESS: To the fullest extent permitted by law, the SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, the Board of Education, their officers, directors, agents and employees from and

against all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement (collectively, "Damages") in connection with any action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement, except to the extent such Damages arise out of the gross negligence, misconduct or breach of this Agreement by SCHOOL DISTRICT.

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. The 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. **Workers' Compensation and N.Y.S. Disability:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability

Benefits 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.

iii. **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.

iv. **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.

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

VALLEY STREAM #24 UNION FREE SCHOOL DISTRICT
50 Hungry Harbor Road
Valley Stream, New York 11581-1499
Attn; Pupil Personnel Services

27. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or

convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

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

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

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

31. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

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

33. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: a) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; b) 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 c) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

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

35. **NON-WAIVER:** No 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.

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.

37. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force and effect as originals thereof.

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


VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

ACCESS 7 SERVICES INC

Date: 7/25/2022

By:  _____

**AGREEMENT
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of July 25, 2022, by and between the **Valley Stream Union Free School District #24** (“District”) and **Access 7 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 technology¹ to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
- (viii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

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

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

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

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

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

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

DISTRICT

CONTRACTOR

BY: _____

BY:  _____

DATE: _____

DATE: 7/25/2022 _____

Parents' Bill of Rights for Data Privacy and Security

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

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



WEB SERVICES AGREEMENT

2022 - 2023

This Web Services Agreement (this “**Agreement**”) effective as of _____, ____ (“**Effective Date**”) is entered into by and between Valley Stream Union Free School District No. 24 (“**Customer**”) and MaxScholar, LLC, a Florida LLC with offices at 2800 Island Boulevard, Suite 2501, Aventura, FL 33160 (“**MaxScholar**”). The parties agree as follows:

1 **Services.**

1.1 **Orders.** MaxScholar shall provide to Customer access to the MaxScholar Highlighting Reading Comprehension Program software solution described in the attached Order (the “**Product**”). The Product will be hosted and operated on MaxScholar’s computer servers. From time to time, the parties may add, change, or remove Products or access rights, or agree that MaxScholar will provide additional services (“**Services**”) or Products, in which case they will prepare a written description in the form of the attached Order; upon execution by both parties, such order will form part of this Agreement (each, an “**Order**”). Services provided may include any of the following:

1.1.1 **Support Services.** If so indicated in an Order, MaxScholar shall provide Customer with technical support for use of the Products. Unless otherwise expressly indicated in the Order, such support will consist of MaxScholar using reasonable efforts to resolve any reported and duplicable errors in the Product, in a manner commensurate with the severity of the error. Customers shall designate a single contact for support, and MaxScholar will not be obligated to provide support to any other person.

1.1.2 **Training Services.** If so indicated in an Order, MaxScholar shall provide Customer training for use of the Products as indicated in the Order.

1.1.3 **Workbooks.** If so indicated in an Order, MaxScholar shall provide Customer workbooks or related materials in tangible form, for use with the Products.

1.2 **Reservation of Rights.** MaxScholar hereby reserves all rights in the Products. Nothing in this Agreement will be deemed to transfer to the Customer any right in the Product. Customers shall not reverse engineer or otherwise attempt to derive source code from the Products. Customer acknowledges it has no right to receive any binary or source code copy of the Products.

1.3 **Users.** The Product allows customers to set up user accounts and related user identification numbers (“**User IDs**”) and passwords. Customer may allow any student designated by Customer to use the Products (each, a “**Student**”). In addition, MaxScholar shall provide the number of administrative User IDs indicated in the Order, for use by teachers or supervisors to assist use by Students, or if no such number is indicated in the Order, a reasonable number not to exceed one per 20 Students. Customer may have only as many User IDs activated at any one time for the Products as the number specified in the applicable Order. No User ID may be shared by more than one Student. MaxScholar may transfer User IDs from one Student only at the commencement of an academic year. A User ID will be deemed in use until deactivated by Customer using the functionality of the Products, regardless of the amount of actual use of the User ID.

2 **Updates and Upgrades.** MaxScholar may update the Products from time to time. MaxScholar shall provide Customer with access to any such updates that MaxScholar generally provides to its customers or subscribers free of additional charge; however, nothing in this Agreement will obligate MaxScholar to provide Products that include any upgrade (i.e. revisions to the Products that include new features or substantial increases in functionality), unless such upgrade is specifically required in a Order.

3 **Fees and Billing.**

3.1 **Fees.** Customers shall pay all fees due according to the terms of the Order.

3.2 **Billing and Payment Terms.** Unless otherwise indicated in the applicable Order, MaxScholar shall invoice Customer in advance for fees for the Product, and payment of fees will be due within 30 days after the date of invoice. All payments must be made in U.S. dollars. Payments more than 30 days late will accrue interest at a rate of 1% per month, calculated from the due date, or the highest rate allowed by applicable law, whichever is lower.

3.3 **Taxes.** All prices quoted in an Order exclude all sales, value-added, use, on other taxes and obligations, all of which Customer shall pay in full to the extent required by law, except for taxes based on MaxScholar's net income.

4 **Customer's Obligations.**

4.1 **Resale.** Nassau BOES purchases on behalf of NYS school district.

4.2 **Support Responsibilities of Customers.** MaxScholar's obligations to provide Support Services are subject to the following:

4.2.1 Customers shall provide MaxScholar with access to Student accounts or data as necessary to duplicate and resolve errors.

4.2.2 Customers shall provide supervision, control and management of the use of the Products.

4.2.3 Customers shall document and promptly report all errors or malfunctions in the Products to MaxScholar. Customers shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from MaxScholar.

5 **Confidential Information.**

5.1 **Confidential Information.** Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("**Confidential Information**"). Each party shall not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and shall take reasonable precautions to protect the confidentiality of such information.

5.2 **Exceptions.** Information will not be deemed Confidential Information if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party. Notwithstanding this provision, Confidential Information shall not include any personally identifiable information subject to the protections of Education Law 2-d or its implementing regulations.

6 **Representations and Warranties.**

6.1 **Warranty by MaxScholar.** MaxScholar hereby warrants that the Product will perform substantially in conformance with its user documentation. In the event of a breach of the foregoing warranty, MaxScholar's sole obligation will be to use reasonable efforts to promptly remedy the non-conformance.

6.2 **Warranty by Customer.** Customer represents and warrants that Customer's and Students' use of Product does not and will not violate any applicable law or regulation. Customer hereby represents and warrants that any data, content, or materials used, stored or created by Customer in the course of using the Products will comply with all applicable laws, and will not infringe the copyright, trade secret, privacy, publicity, or other rights of any third party. Customer will be responsible for any breach of the foregoing warranty by any Student. In the event of any breach, or reasonably anticipated breach, of any of Customer's warranties above, in addition to any other remedies available at law or in equity, MaxScholar will have the right to suspend delivery of any Services or access to any Products if deemed reasonably necessary by MaxScholar to prevent liability for MaxScholar.

6.3 **Warranties by Both Parties.** Each party hereby represents and warrants that it is a duly formed entity as described in the preamble to this Agreement, and that its execution of this Agreement creates a binding

obligation to perform its obligations. In the event Customer is a state entity, Customer hereby waives any doctrine of sovereign immunity that would be raised to prevent MaxScholar from enforcing the terms of this Agreement.

6.4 Warranties and Disclaimers by MaxScholar. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PRODUCT AND SERVICES ARE PROVIDED "AS IS," AND CUSTOMER'S USE OF THE PRODUCTS AND SERVICES IS AT ITS OWN RISK. MAXSCHOLAR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. MAXSCHOLAR DOES NOT WARRANT THAT ACCESS TO THE MAXSCHOLAR PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

7 Limitations of Liability.

7.1 Exclusions. MAXSCHOLAR WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OF BUSINESS, EVEN IF MAXSCHOLAR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

7.2 Maximum Liability. MAXSCHOLAR'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO DOUBLE THE TOTAL AMOUNT PAYABLE BY CUSTOMER TO MAXSCHOLAR HEREUNDER FOR THE PRIOR 12 MONTH PERIOD.

8 Indemnification. MaxScholar shall, at its own expense, defend or at its option settle any claim brought against Customer to the extent it alleges infringement of any copyright, trade secret, patent or trademark of any third party by the provision of the Product or Services hereunder, and shall indemnify and hold harmless Customer from and against any damages, costs, expenses, and/or losses in connection with such claim, provided that Customer provides MaxScholar with (i) prompt written notice of such claim; (ii) control over the defense and settlement of such claim; and (iii) proper and full information and assistance to settle and/or defend any such claim. The foregoing provisions of this Section state the entire liability of MaxScholar, and the sole remedy of Customer, with respect to any actual or alleged claim of infringement or misappropriation of intellectual property rights, or any intellectual property non-infringement warranty.

9 Term and Termination.

9.1 Term. This Agreement will be effective commencing on the Effective Date and continue until June 30, 2023. The term of access for the Products will be as set forth in the Order. If no term is set forth in an Order, the term of access will be the academic year of Customer commencing after the Effective Date.

9.2 Termination.

9.2.1 For Convenience. Either party may terminate this Agreement for convenience upon written notice at any time during which no Order is in effect.

9.2.2 For Cause. Either party will have the right to terminate this Agreement, or the applicable Order, if the other party breaches any material term or condition of this Agreement and fails to cure such breach within 30 days after receipt of written notice of the same, except in the case of Customer's failure to pay fees, which must be cured within five days after receipt of written notice from MaxScholar. Either party may terminate this Agreement if: (i) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within 30 days of filing.

9.3 Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) MaxScholar may immediately cease providing Product, however, MaxScholar shall allow Customer with reasonable access to download any data of Customer or Students in the Product, for a reasonable period not to exceed 30 days; (ii) any and all payment obligations of Customer under this Agreement will become due immediately; (iii) within 30 days after such expiration or termination, each party shall return all Confidential

Information of the other party in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

9.4 **Survival.** The following provisions will survive any expiration or termination of the Agreement: Sections 3, 5, 6, 7, 8, 9.3, and 10.

- 10 **Miscellaneous Provisions.** This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venturer of the other. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. This Agreement will be governed by the laws of the State of New York, without regard to its conflict of laws principles. The parties consent to the personal and exclusive jurisdiction of courts located in New York. Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of MaxScholar, and any prohibited assignment will be null and void. This Agreement will be binding upon and will inure to the benefit of the parties permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

Customer's and MaxScholar's authorized representatives have executed this Agreement below to indicate their assent to its terms:

VALLEY STREAM UNION FREE SD NO. 24

MAXSCHOLAR, LLC

Signature: _____

Signature: Daniel Levy

Print Name: _____

Print Name: Daniel Levy

Title: _____

Title: CEO & Founder

Date: _____

Date: 6/6/2022

APPENDIX A

Price Schedule

MaxScholar Price Schedule			
Student Software Licenses		Professional Development	
0-100	\$40.00	On Site Full Day	\$3,500.00
101-250	\$55.00	On Site Half Day	\$1,750.00
251-500	\$60.00	Webinar Full Day	\$1,750.00
501-1,000	\$20.00	Webinar Half Day	\$875.00
Over 1,000	\$16.00		
Teacher Software Licenses		Orton-Gillingham Certification	
	\$53.00	Per Teacher - materials	\$293.00
Instructional Materials			
Orton-Gillingham Cards	\$50.00		
MaxScholar AlphaChips	\$30.00		
Student Workbooks	\$12.00		
Teacher Manuals	\$16.00		
O-G Training Manual	\$50.00		
Shipping & Handling	10%		



MAXSCHOLAR
Reading Intervention Programs

**AGREEMENT
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of July 15th, 2022, by and between the Valley Stream Union Free School District #24 (“District”) and MaxScholar, LLC (“Contractor”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT

CONTRACTOR

BY: _____

BY: Daniel M. [Signature]

DATE: _____

DATE: 1/25/22

Parents' Bill of Rights for Data Privacy and Security

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

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

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT made this 9th day of August, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 ("SCHOOL DISTRICT"), having its principal place of business located at 75 Horton Ave, Valley Stream, NY 11581, and ZANER-BLOSER, ("CONSULTANT"), having its principal place of business for purposes of this Agreement at 1400 GOODALE BLVD, STE 200, COLUMBUS, OH 43212.

1. **TERM**: The term of the within Agreement shall be from July 1, 2022 through June 30, 2023, unless earlier terminated as provided herein.
2. **CONDITIONS**: The School District shall retain the Consultant to provide certain consultation, training and/or professional development services for the School District under the terms and conditions hereinafter set forth. The Consultant shall perform services only to the extent authorized by the School District.
3. **DUTIES AND SERVICES**: The Consultant shall provide the following services:
 - a. As set forth in Exhibit A, attached hereto and made part hereof. Dates and times to be determined upon agreement of the parties. To the extent the terms of Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting terms.
 - b. The School District reserves its right to maintain flexibility regarding topics and dates with respect to meetings and coaching set forth in Exhibit A (attached) based upon the District's needs.
 - c. In the event that changes in school structure due to the pandemic prohibit in-person services, the Consultant agrees to conduct services via Zoom, subject to the School District's prior written approval.
4. **FEES & EXPENSES**: During the term of this Agreement, the School District agrees to pay the Consultant per Exhibit A (attached) for a total amount not to exceed \$5,900.00, to be paid at the rate set forth therein within 60 days after receipt of Consultant's invoice, subject to the satisfactory completion of services. Except as otherwise set forth herein or in Exhibit A annexed hereto, Consultant shall be responsible for all costs and expenses incurred by Consultant that are incident to the performance of services for School District, including, but not limited to, all tools, vehicles, or other equipment to be provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. School District shall not be responsible for any expenses incurred by Consultant in performing services for School District. Consultant's invoice shall include time sheets and attendance, types of services rendered and fees payable. School District shall give Consultant notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of School District's rights or prevent School District from availing itself of any remedy or course of action it has at law or in equity at a later date.

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

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

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

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

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

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

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

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

15. **COMPLIANCE WITH SAVE LEGISLATION:** The Consultant understands and agrees that, unless its instructors and employees will have no direct contact with school-aged students, it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The Consultant shall adhere to all applicable requirements and protocols as established by the School District and the State Education Department of New York.
16. **TERMINATION:**
 - a. This Agreement may be terminated by the School District upon seven (7) days' written notice to the Consultant. In the event of such termination, the parties will adjust and prorate the accounts due and payable to Consultant for services actually rendered up to the effective date of termination, subject to any cancellation provisions set forth in Exhibit A. The Consultant will not incur any additional expenses upon receipt of School District's notification that Consultant's services have been terminated.
 - b. This Agreement may be terminated by the School District in the event of a material breach by Consultant, upon three (3) days' written notice from the School District to Consultant.
 - c. Notwithstanding anything to the contrary contained in the Agreement or in Exhibit A or any other related documents, the School District expressly reserves the right to immediately suspend, cancel or terminate the Consultant's services under this Agreement in the event that its schools are closed and/or it becomes illegal, impossible or impracticable to continue the Consultant's services due to any reason, including but not limited to any force majeure event, and upon the School District's exercise of such right, the Consultant, its officers, employees and/or agents shall not be entitled to further compensation, payments, cancellation fees, charges, or any other benefits pursuant to this Agreement for the duration of such closure, unless agreed to in writing between the Consultant and the School District. Force majeure events shall include any condition beyond the School District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including COVID-19 or similar epidemic or outbreak, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental or quasi-governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of Consultant's services, Consultant shall be entitled to payment only for services actually rendered in accordance with this provision, and shall not otherwise be entitled to any payment, cancellation fees or any other charges for any previously scheduled services that were not actually rendered prior to the date of such school closing.
17. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between School District and Consultant, and supersedes all prior written and

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

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

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

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

ZANER-BLOSER

Date: 08-09-2022 By: _____
Name: **Robert Heighton**
Title: **Vice President of Operations**

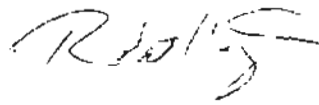


EXHIBIT A

Professional Development: Multigrade

Superkids Overview Webinar –

Session Description: This interactive session is designed to provide support for teachers, strengthen instructional best practices, and maximize success over time in differentiating reading instruction.

3 hours at a rate of \$1,000.00

Superkids Online Grade- Level Meetings

Participants engage in interactive discussions to learn the effective, evidenced based instructional strategies of the program and address questions to maximize the effectiveness of implementation and differentiating the reading instruction. The sessions are tailored to meet the teacher's needs. The sessions will be provided to new teachers and K-2 teachers.

3 hours at a rate of \$1,000.00 (One hour for each grade-level K-2)

Superkids Implementation Training Webinar

Participants engage in interactive discussions to learn the effective, evidence-based strategies of the program. New teachers will gain the knowledge and understanding to implement the program and differentiate the instruction at their grade level, using the program materials. It also will serve as a refresher of program materials and instructional methodology for teachers who could benefit from this training.

3 hours at a rate of \$1,000.00

Superkids Coaching: 1 Visit Per Teacher

On-site coaching visits provide one-on-one support for Superkids teachers. The classroom visit can include lesson feedback as well as discussion to topics chosen by the teacher, focusing on program and instructional best practices to maximize results.

1 day at a rate of \$2,900.00 (Meet with 4 teachers)

ITEM LIST

75 Zaner-Bloser

Professional Development: Multigrade

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
PD14514	Superkids Overview Webinar <i>Session Description: This interactive session is designed to provide support for teachers, strengthen instructional best practices, and maximize success over time.</i>	\$1,000.00	1	\$1,000.00
SUBTOTAL COST				\$1,000.00

Professional Development: Multigrade

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
PD43	<p>Superkids Online Grade-Level Meetings</p> <p><i>Participants engage in interactive discussions to learn the effective, evidence-based instructional strategies of the program and address questions to maximize the effectiveness of implementation. The intended audience is Superkids teachers, support personnel, and school literacy leaders. The web-based sessions are tailored to meet your teachers' needs.</i></p>	\$1,000.00	1	\$1,000.00
PD75	<p>Superkids Implementation Training Webinar</p> <p><i>Course description: Participants engage in interactive discussions to learn the effective, evidence-based instructional strategies of the program. Teachers and support personnel new to Superkids will gain the knowledge and understanding to implement the program at their grade-level, using all the program materials. The webinar also serves as an ideal refresher of program materials and instructional methodology.</i></p>	\$1,000.00	1	\$1,000.00
SUBTOTAL COST				\$2,000.00

ITEM LIST

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Professional Development: Multigrade

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
PD11044	<p>Superkids Coaching: 1 Visit Per Teacher</p> <p><i>On-site coaching visits provide one-on-one support for Superkids teachers. The classroom visit can include lesson feedback as well as discussion of topics chosen by the teacher, focusing on program and instructional best practices to maximize results.</i></p>	\$2,900.00	1	\$2,900.00
SUBTOTAL COST				\$2,900.00

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 20____ by and between the Board of Education of the Valley Stream Union Free School District Twenty-Four (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Ave, Valley Stream, NY 11581, and Culturally Responsive Environment and Disciplines, LLC (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 377 North Broadway, Apt. 721, Yonkers, NY 10701.

A. TERM:

The term of this Agreement shall be from the date of execution through June 30, 2023, inclusive, unless terminated early as provided for in this Agreement. The initial term may be extended for renewal terms of one (1) year by mutual written agreement by both parties. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

- SEE ATTACHED PROPOSAL

2. 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.
3. 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.
4. 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.

5. ~~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.~~

6. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
7. 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.
8. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
9. 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.
10. 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).
11. 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.
12. 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/ \$3,000,000 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

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. 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. Don Sturz
 Superintendent of Schools
 Valley Stream Union Free School District Twenty-Four
 75 Horton Ave
 Valley Stream, NY 11581

To Consultant: Culturally Responsive Environment and Disciplines, LLC
 377 North Broadway
 Apt. 721
 Yonkers, NY 10701

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

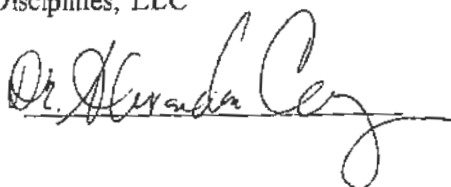
remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

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.

Culturally Responsive Environment
and Disciplines, LLC

By:



VALLEY STREAM UNION FREE
SCHOOL DISTRICT TWENTY-FOUR

By:

President, Board of Education

EXHIBIT "A"

FEEES

EXHIBIT "B"
RFP SUBMISSION



**DIVERSITY, EQUITY, & INCLUSION TRAINING & CONSULTING
PROPOSAL FOR SERVICES
VALLEY STREAM 24**

June 18, 2022

COMPANY'S NAME	Culturally Responsive Environment and Disciplines, LLC C.R.E.A.D.
POINT OF CONTACT & PRINCIPAL CONSULTANT	Dr. Alexandria Connally CEO, Culturally Responsive Environment and Disciplines, LLC Number: 914-462-8388 (work) Website: https://www.creadlive.com/
EXECUTIVE SUMMARY	This document constitutes a proposal developed by Culturally Responsive Environments and Discipline, LLC to assist the Valley Stream 24 School District in the development of their diversity, equity, and inclusion goals with their instructional, leadership, and/or student populations.

BACKGROUND AND PROPOSAL NARRATIVE

Culturally Responsive Environments and Discipline (C.R.E.A.D.) is eager to work collaboratively with the Valley boardStream 24 District's administration, teachers, students, and community to provide professional development offerings, a hybrid model of virtual and on-site meetings, along with town halls - all customizable to meet the scheduling needs and learning needs of the Valley Stream 24 School District. C.R.E.A.D. will work with Valley Stream 24 Public Schools to ensure high-level, research-based community events are delivered, and that the action and implementation



plans are executed with the support of our team. The C.R.E.A.D. team has the capacity and technical resources required to perform the activities described in this proposal. We have internal communication and planning procedures that ensure we stay on task and deliver services on-time. C.R.E.A.D. possesses the intellectual and technical tools required for this work.

This document constitutes a proposal developed by C.R.E.A.D., LLC to assist the Valley Stream 24 Public School District in the development of their diversity, equity, and inclusion goals with their instructional, leadership, and/or student populations.

OBJECTIVES

The objectives of our proposed consulting assistance are to:

- Facilitate Equity Team meetings in conjunction with the Valley Stream 24 Public School District.
- Work closely with the Valley Stream 24 Public School District executive leadership/management team, school board members, and relevant administrators to identify, support, and implement goals and initiatives related to diversity, equity, and inclusion.



PRICING COSTS

Task/Deliverable	Hourly Rate	Quantity (# Of Hours, In A 10Month Period)	Total
Planning meetings	\$200	7 meeting	\$1,400
Facilitation of equity team meetings	\$300	14 meetings	\$4,200
Travel Expenses (billed as necessary)			