

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

BUSINESS MEETING
FOLLOWING EXECUTIVE SESSION

WILLIAM L. BUCK SCHOOL
SEPTEMBER 21, 2022

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

Members Present: President Maier, Vice-President LaRocco Trustees Nunez, Wheeler, and Herrera

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

Absent With Prior Notice: Trustee Hernandez and Trustee Wilson

I. CALL TO ORDER

Motion to enter Executive Session at 6:45 PM by Kimberly Wheeler, seconded by Donna LaRocco to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Executive Session concluded at 7:30 PM by Kimberly Wheeler, seconded by Donna LaRocco Motion unanimously carried.

The Business Meeting was called to order at 7:35 PM, at the William L. Buck School, by President John Maier.

II. Correspondence Report Given by District Clerk Mrs. Fleurimond:

1. August 24, 2022 Resignation was received from Shamwattie Ramnarine lunch monitor
2. August 26, 2022 Resignation Letter received from Rakhi Ghosh lunch monitor
3. August 24, 2022 Resignation Letter received from Kalisha Gingore lunch monitor
4. August 29, 2022, Email from Cristina Arroyo regarding district communication.
5. August 30, 2022 Resignation Letter received from Lori Banilover Typist Clerk.
6. September 1, 2022, Email from Cristina Arroyo regarding district policy.
7. September 13, 2022, Email from Cristina Arroyo regarding district policy.
8. September 8, Email from Cristina Arroyo regarding Superintendent Coffee Hour.
9. September 16, 2022, Foil Request from CAS.

III. LIST OF ITEMS FOR ACTION:

- A. PERSONNEL -MR. MARKUS WILSON-** Motion to consent agenda made by Donna La Rocco, seconded by Kimberly Wheeler to move all items 1-9, as listed.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the resignation of Shamwattie Ramnarine as a School Monitor Part- time, effective August 9, 2022.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the resignation of Rakhi Ghosh as a School Monitor Part-time, effective September 1, 2022.

3. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Kalisha Gingore as a School Monitor Part-time, effective August 24, 2022.

4. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Gail Dookie as a School Monitor Part-time, effective September 22, 2022. Compensation for this appointment will be at Step 1 in accordance with the agreement between the District and the United Public Service Employees Union (UPSEU).

5. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Sara Philip as a Probationary Teaching Assistant holding a certificate in Childhood Education (Grades 1-6), for a 4 year probationary period, effective retroactive to August 31, 2022. The probationary period expires on August 30, 2026. Compensation will be at Step 1 in accordance with the agreement between the Valley Stream Central High School District and the VSTA Teaching Assistants Unit.

6. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Lori Banilover, a Typist Clerk Part-time, effective October 15, 2022.

7. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the appointment of Fatiha Fathy as a Teacher Aide, effective September 28, 2022, pending Civil Service clearance. Compensation for this appointment will be at Step 1 in accordance with the agreement between the Board of Education and the United Public Service Employees Union (UPSEU).

8. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Kayla Gonsalves as a Teaching Assistant Leave Replacement, effective September 22, 2022. Compensation will be at Step 1 in accordance with the agreement between the Valley Stream Central High School District and the VSTA Teaching Assistants Unit.

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

SUBSTITUTE TEACHER AIDES/MONITORS PART-TIME:

Kathleen Florio (Pending Civil Service Clearance)

Aqsa Azam

B. EDUCATION - MRS. MELISSA HERRERA- Motion to consent agenda made by Melissa Herrera seconded by Kimberly Wheeler to move all items 1 and 2, as listed.

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 8/23/2022, 8/25/2022, 8/25/2022, and 9/7/2022 pertaining to students being considered for pre-school special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Pre-School Special Education.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Special Education previously approved by the Committee on Special Education on 8/23/2022, 8/25/2022, 8/26/2022, 8/29/2022, 8/29/2022, 9/2/2022, and 9/2/2022, 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 to consent agenda made by Donna La Rocco seconded by Kimberly Wheeler to move all items, as listed

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, and Trial Balance for July 2022.

IV. 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. Armando Hernandez, Mr. John Maier, and Mrs. Melissa Herrera.

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 and Guercio, LLP

Attorney Report

September 2022

Our office recently obtained a favorable decision in an arbitration alleging a violation of a school district's teachers' collective bargaining agreement ("CBA"). The union alleged that the Superintendent of Schools violated the CBA article on academic freedom and the teaching of controversial issues, by preventing the further use of a survey in a school-wide mock election.

An honors club at the district's high school conducted a school-wide mock election using two survey forms. The surveys were sent to students through their district emails. The submissions on the first survey form were anonymous; however, the second survey form required students' email addresses, and thus, was not anonymous. The second survey form received complaints from students' parents, and thus, the Superintendent directed staff and students to not use the form. The teachers' union objected to the directive arguing that the CBA provides teachers with the academic freedom to teach controversial subjects within the curriculum.

The arbitrator disagreed and denied the grievance for several reasons. The arbitrator found that the CBA article did not apply to the club as it applied to controversial subjects "within the curriculum," and notably, the club was outside of the classroom instructional program. Further, the CBA was silent about the functioning of district clubs. The arbitrator noted that Board of Education policy provided the Superintendent with broad discretion over regulating student groups and clubs. Thus, the Superintendent acted within their authority. Nevertheless, the arbitrator opined that the union's argument relating to a violation of Board of Education policy was improper as the grievance only alleged a violation of the CBA. Based on the foregoing, the arbitrator denied the grievance.

C. LEGISLATION REPORT - MR. ARMANDO HERNANDEZ

D. POLICY COMMITTEE - MRS. KIMBERLY WHEELER

V. UNFINISHED BUSINESS, IF ANY:

A. NEW BUSINESS: - Motion to consent agenda made by Kimberly Wheeler seconded by Donna La Rocco to move items 1-20, as listed.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of education hereby awards the transportation Contracts for the 2022-2023 school year, retroactively, as set forth in the Schedule attached hereto;

BE IT FURTHER RESOLVED that the Board of Education hereby authorizes the Board President to execute the 2022-2023 school year Transportation Contracts set forth in the attached Schedule on behalf of the Board of Education.

EXTENSIONS WITH 6.3% CPI

BUS COMPANY	SCHOOL	# OF STUDENTS	MONTHLY COST PPPM OR PER VAN	MONTHLY MATRON COST	YEARLY COST
FIRST STUDENT	HEBREW ACADEMY OF NASSAU COUNTY (HANC)	2	\$1,118.69 pppm + \$70.48 (6.3% CPI) = \$ 1,189.17 x 2 = \$2,378.34		\$23,783.40
	BUCKLEY COUNTRY DAY SCHOOL	3	\$1,864.82 pppm + \$117.48 (6.3% CPI) = \$1,982.30 x 3 = \$5,946.90		\$59,469.00
	CHILDREN'S LEARNING CENTER-UCP	1	\$2,381.86 pppm + \$150.06 (6.3% CPI) = \$2,531.92	\$2,786.40 + \$175.54 (6.3% CPI) = \$2,961.94	\$54,938.60
	HENRY VISCARDI	1	\$1,542.84 pppm + 97.20 (6.3% CPI) = \$1,640.04	\$2,889.60 + \$182.04 (6.3% CPI) = \$3,071.64	\$47,116.80
	ST. AGNES	4	\$3,571.75 pppm + \$225.02 (6.3% CPI) = \$3,796.77 x 4 = \$15,187.08		\$151,870.80
	VARIETY CHILDREN'S LEARNING CENTER	2	\$1,598.57 pppm + \$100.71 (6.3% CPI) = \$1,699.28 x 2 = \$3,398.56	\$2,218.80 + \$139.78 (6.3% CPI) = \$2,358.58	\$57,571.40
	HAGEDORN LITTLE VILLAGE	2	\$2,049.45 1 st st. + \$129.11 (6.3% CPI) = \$2,178.56 plus \$542.75 add'l st. + \$34.19 (6.3% CPI) = \$576.94 = \$2,755.50	\$2,659.51 + \$167.55 (6.3% CPI) = \$2,827.06	\$55,825.60
	BE'ER HAGOLAH INSTITUTES	1	\$2,046.46 pppm + \$128.93 (6.3% CPI) = \$2,175.39		\$21,753.90
	BETH RIVKAH/UNITED LUBAVITCHER YESHIVA	5	\$6,966.00 monthly van cost + \$438.86 (6.3% CPI) = \$7,404.86		\$74,048.60

	CRESCENT SCHOOL	0	\$1,625.40 ppm + \$102.40 (6.3% CPI) = \$1,727.80		\$1.00
	MARTIN DE PORRES	0	\$1,032.00 ppm + \$65.02 (6.3% CPI) = \$1,097.02	\$2,992.80 + \$188.55 (6.3% CPI) = \$3,181.35	\$1.00
	VERNON-OYSTER BAY	0	\$2,822.10 ppm + \$177.79 (6.3% CPI) = \$2,999.89	\$1,539.05 + \$96.96 (6.3% CPI) = \$1,636.91	\$1.00
	LI HEBREW ACADEMY	0	\$1,071.70 ppm + \$67.52 (6.3% CPI) = \$1,139.22		\$1.00
	OUR LADY OF LOURDES	3	\$1,839.00 ppm + \$115.86 (6.3% CPI) = \$1,954.86 x 3 = \$5,864.58		\$58,645.80
	KELLENBERG-LATIN SCHOOL	0	\$1,839.00 ppm + \$115.86 (6.3% CPI) = \$1,954.86		\$1.00
GUARDIAN BUS COMPANY	CHEDER CHABAD YESHIVA FOR GIRLS	0	\$1,290.00 ppm + \$81.27 (6.3% CPI) = \$1,371.27		\$1.00
INDEPENDENT COACH	OUR LADY OF PEACE	0	\$618.17 ppm + 38.94 (6.3% CPI) = \$657.11		\$1.00
	THE BRANDEIS SCHOOL	2	\$469.86 ppm + \$29.60 (6.3% CPI) = \$499.46 x 2 = \$998.92		\$9,989.20
	HAFTR	2	\$742.98 ppm + \$46.81 (6.3% CPI) = \$789.79 x 2 = \$1,579.58		\$15,795.80
	ST. RAYMOND	0	\$732.50 ppm + \$46.15 (6.3% CPI) = \$778.65		\$1.00
SUBURBAN BUS COMPANY	WLB, RWC, BAS	40	\$6,073.32 + \$382.62 = \$6,455.94 x 2 = \$12,911.88	\$2,476.80 + \$156.04 = \$2,632.84 x 2 = \$5,265.68	\$181,775.60
VTC BUS CORP.	MCKINNEY VENTO & FOSTER CARE (WLB, RWC, BAS)	1/2/2	\$6,192.00 1 st st. + \$390.10 (6.3% CI) = \$6,582.10 x 3 = \$19,746.30 \$1,548.00 add'l st. + \$97.52 (6.3% CPI) = \$1,645.52 N/C for Sibling living at same address	\$3,302.40 + \$208.05 (6.3% CPI) = \$3,510.45	\$249,022.70
WE TRANSPORT INC.	FOREST ROAD SCHOOL	2	\$6,192.00 ppm + \$390.10 (6.3% CPI) = \$6,582.10 x 2 = \$13,164.20	\$2,992.80 + \$188.55 (6.3% CPI) = \$3,181.35	\$163,455.50
	HAMZA	8	\$825.60 ppm + \$51.97 = \$877.57 x 8 = \$7,020.56		\$70,205.60
	HEBREW ACADEMY OF LONG BEACH (HALB)	0	\$1,238.40 + \$78.02 (6.3% CPI) = \$1,316.42		\$1.00

	LAWRENCE/WOODMERE	1	$\$1,444.80 + \$91.02 (6.3\% \text{ CPI}) = \$1,535.82$		\$15,358.20
BUS COMPANY	SCHOOL	# OF STUDENTS	MONTHLY COST PPPM OR VAN	MATRON MONTHLY COST	YEARLY COST
	SACRED HEART	0	$\$2,012.40 + \$126.78 (6.3\% \text{ CPI}) = \$2,139.18$		\$1.00
	WELLSPRING	0	$\$1,444.80 + \$91.02 (6.3\% \text{ CPI}) = \$1,535.82$		\$1.00
	LINDEN SDA ELEMENTARY	0	$\$1,651.20 + \$104.02 (6.3\% \text{ CPI}) = \$1,755.22$		\$1.00
	YESHIVA OF CENTRAL QUEENS	2	$\$2,889.60 \text{ ppm} + \$182.04 (6.3\% \text{ CPI}) = \$3,071.64 \times 2 = \$6,143.28$		\$61,432.80
	PROGRESSIVE SCHOOL	0	$\$4,000 \text{ 1}^{\text{st}} \text{ st.} + \$252 (6.3\% \text{ CPI}) = \$4,252.00$ plus $\$2,500 \text{ add'l st.} + \$157.50 (6.3\% \text{ CPI}) = \$2,657.50$		\$1.00
	ACADEMY CHARTER SCHOOL	1	$\$1,700.00 + \$107.10 (6.3\% \text{ CPI}) = \$1,807.10$		\$18,071.00
NEW BIDS:					
WE TRANSPORT, INC	FREEMPORT CHRISTIAN ACADEMY	0	$\$2,995.00 \text{ 1}^{\text{st}} \text{ student} + \$650.00 \text{ add'l student}$		\$1.00
	GRACE LUTHERAN	2	$\$2,500.00 \text{ 1}^{\text{st}} \text{ student} + \$890.00 \text{ add'l student}$		\$33,900.00
	EVERGREEN CHARTER SCHOOL	1	$\$3,900.00 \text{ 1}^{\text{st}} \text{ student} + \$3,900.00 \text{ add'l student}$		\$39,000.00
	MARTIN AVENUE ELEMENTARY	0	$\$4,000.00 \text{ 1}^{\text{st}} \text{ student} + \$400.00 \text{ add'l student}$	\$3,200.00	\$1.00
	JOHN H. WEST SCHOOL	0	$\$4,000.00 \text{ 1}^{\text{st}} \text{ student} + \$1,000.00 \text{ add'l student}$	\$3,200.00	\$1.00
	CHERRY LANE SCHOOL	1	$\$4,000.00 \text{ 1}^{\text{st}} \text{ student} + \$400.00 \text{ add'l student}$	\$3,200.00	\$72,000.00
PARENT CONTRACT	FLUSHING CHRISTIAN SCHOOL	0	$54.8 \text{ miles per day} \times \$0.625 = \$34.25 \times 180 \text{ days} = \$6,165.00$		\$1.00
PARENT CONTRACT	CHILDRENS'S READINESS CENTER	1	$\$42.1 \text{ miles per day} \times \$0.625 = \$26.31 \times 180 \text{ days} = \$4,735.80$		\$4,735.80
PIGGY BACK WITH LYNBROOK ELEMENTARY	WAVERLY PARK ELEMENTARY	2	$\$376.13 \text{ ppm} \times 2 = \752.27	$\$372.53 \text{ ppm} \times 2 = \745.07	\$14,973.40

BOCES SCHOOLS:	CARMEN ROAD SCHOOL	3	\$1,349.00 ppm x 3 = \$4,047.00	1:1 for = \$2,934.70 1 Group Matron = \$2,934.70 1 nurse \$1,349.00	\$112,654.00
	JERUSALEM AVENUE SCHOOL	4	\$656.90 ppm x 4 + \$2,627.60	1:1 for = \$2,934.70 1 Group Matron = \$2,934.70	\$84,970.00
	CHILDREN'S READINESS CENTER	5	\$656.90 ppm x 5 = \$3,284.50	\$2,934.70	\$62,192.00
	STOKES ELEMENTARY	0	\$656.90 ppm		\$1.00
	FRED SPARKE'S ELEMENTARY	1	\$656.90 ppm	\$2,934.70	\$35,916.00
	ROBERT WILLIAMS SCHOOL	1	\$656.90 ppm	\$2,934.70	\$35,916.00
	WILLET AVENUE SCHOOL	2	\$656.90 ppm x 2 = \$1,313.80	\$2,934.70	\$42,485.00

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of education hereby awards the transportation Contracts for the 2022-2023 school year retroactively, as set forth in the Schedule attached hereto;

BE IT FURTHER RESOLVED that the Board of Education hereby authorizes the Board President to execute the 2022-2023 school year Transportation Contracts set forth in the attached Schedule on behalf of the Board of Education.

BUS COMPANY	SCHOOL	# OF STUDENTS	MONTHLY COST PPM	MONTHLY COST PER VAN	MONTHLY MATRON COST	YEARLY COST
WE Transport, Inc.	Rushmore Avenue School	1	\$4,000.00 ppm		\$3,200.00	72,000.00
First Student	Harold D. Fayette School	1	\$1,188.43 ppm		\$2,852.24	40,406.70

3. BE IT RESOLVED that the Board of Education hereby approves the piggy back agreement between and among Valley Stream UFSD #24 and Valley Stream Central High School District retroactively, for the transportation of their student on our already contracted bus for Our Lady of Lourdes for the amount of \$115.86 ppm.

4. BE IT RESOLVED that the Board of Education hereby approves the piggy back agreement between and among Valley Stream UFSD #24 and Valley Stream Central High School District retroactively, for the transportation of their student on our already contracted bus for Lawrence/Woodmere Academy for the amount of \$1,535.82 ppm.

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

BUDGET TRANSFER FOR BOARD APPROVAL			
DATE: September 21, 2022			
CODE	DESCRIPTION	FROM	TO
A2610.2	Equipment - Library	\$1,000.00	
A2610.45	Library Supplies		\$1,000.00
	Media Center Supplies		

6. BE IT FURTHER RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby authorizes the following Budget Transfer for the 2021-2022 School Year:

BUDGET TRANSFER FOR BOARD APPROVAL			
on 9/21/22			
For June 30, 2022			
CODE	DESCRIPTION	FROM	TO
A9020.8	Teachers Retirement	\$ 94,326.63	
A2630.4	Computer Expenses		\$ 94,326.63
Smart School Bond (SSB)			
Outstanding Aged Receivable			

7. BE IT FURTHER RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the Agreement between the District and Health Source Group (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.

8. BE IT FURTHER RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the Agreement between the District and Yale Center for Emotional Intelligence (RULER Online SEL Training) 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.

9. BE IT FURTHER RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the Agreement between the District and Carle Place School District (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.

10. BE IT FURTHER RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the

Agreement between the District and Kids Learning Loft (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 FURTHER RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the Agreement between the District and Dr. Caryl Oris, M.D. (Evaluations) 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 FURTHER RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the Agreement between the District and Kids First (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.

13. BE IT FURTHER RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the Agreement between the District and North Merrick Union Free School District (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.

14. RESOLVED, the Board of Education hereby ratifies the attached memorandum of agreement between the Boards of Education and the Principals of Valley Stream Union Free School District Twenty-four for the 2022/23 through 2024/2025 school years.

15. RESOLVED, the Board of Education hereby ratifies the attached Memorandum of Agreement with the Valley Stream Teachers Association to extend the teacher unit contract through and including the 2022/2023 school year.

16. BE IT FURTHER RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education authorizes the following:

- The allocation of funds to the Unassigned Fund Balance in an amount that is \$1,359,118.64, 4% of the 2022-2023 Budget
- Allocate the balance of available funds \$277,525 to the TRS reserve
- Allocate the balance of available funds \$282,252 to the ERS Reserve
- Allocate the balance of available funds \$30,000 to the EBALR reserve

17. BE IT RESOLVED, that the Board of Education of Valley Stream UFSD 24 hereby approves the Agreement between the District and Lawrence Public Schools for student health and welfare services for 2021-2022.

18. BE IT RESOLVED, that the Board of Education of Valley Stream UFSD 24 hereby approves the Agreement between the District and Lawrence Public Schools for Special Education and Related Services for 2020-2021.

19. WHEREAS, equipment has been determined to be broken, surplus and/or obsolete, and

WHEREAS, it is in the best interest of the School District to dispose of such broken, surplus and/or obsolete equipment therefore

BE IT RESOLVED, that such broken, surplus and/or obsolete equipment will be disposed of in a manner that services the best interest of the Valley Stream Union Free School District Twenty-Four, and

BE IT FURTHER RESOLVED, that the Superintendent of Schools, or his designee is hereby authorized to proceed with the disposal of the following items:

Barcode	Description
002425	Old & Updated iMac Desktop 2013
002292	Old & Updated iMac Desktop 2013
002277	Old & Outdated Macbook 2012
001801	Old & Outdated Macbook 2012
002096	Old & Outdated Macbook 2012
002102	Old & Outdated Macbook 2012
002060	Old & Outdated Macbook 2012
002270	Old & Outdated Macbook 2012
002167	Old & Outdated Macbook 2012
002324	Old & Outdated Macbook 2012
002266	Old & Outdated Macbook 2012
002269	Old & Outdated Macbook 2012
002115	Old & Outdated Macbook 2012
002121	Old & Outdated Macbook 2012
002057	Old & Outdated Macbook 2012
002256	Old & Outdated Macbook 2012
002347	Old & Outdated Macbook 2012
002350	Old & Outdated Macbook 2012
002068	Old & Outdated Macbook 2012
002291	Old & Outdated Macbook 2012
002149	Old & Outdated Macbook 2012
002180	Old & Outdated Macbook 2012
002333	Old & Outdated Macbook 2012
002153	Old & Outdated Macbook 2012
002335	Old & Outdated Macbook 2012
001765	Old & Outdated Mac Desktop 2013
002260	Old & Outdated Mac Desktop 2013
002295	Old & Outdated Mac Desktop 2013
002390	Broken Newline TV
002486	Broken Charging station

20. WHEREAS, the Superintendent of Schools has preferred charges against the employee named in Executive Session pursuant to Section 3020-a of the New York State Education Law; and

WHEREAS, the Board of Education has determined, by a vote of a majority of all the members of the Board, that probable cause exists for the charge(s) preferred against said employee by the Superintendent of Schools;

BE IT RESOLVED, that the employee named in Executive Session is hereby suspended without pay pending a hearing on the charges and final determination thereof.

VII. DISCUSSION

VIII. AUDIENCE TO VISITORS

IX. ADJOURNMENT- Motion to adjourn the Business meeting was at 7:47 PM was made by Kimberly Wheeler, seconded by Donna La Rocco.

Motion to enter Executive Session at 7:47PM by Kimberly Wheeler, seconded by Donna La Rocco to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Executive Session concluded at 8:55 PM by Kimberly Wheeler seconded by Donna La Rocco. Motion unanimously carried.

MINUTES

BOARD OF EDUCATION

VALLEY STREAM SCHOOL DISTRICT 24

WORK SESSION
MINUTES

WILLIAM L. BUCK SCHOOL
October 12, 2022

- 6:45 PM It is anticipated that the Board of Education will immediately entertain a motion to enter into executive session for purposes of discussing a personnel matter and contract matters.
- 7:30 PM Work Session reconvenes
-

I. Call to Order :

Motion to enter Executive Session at 7:00 PM by Kim Wheeler seconded by Marcus Wilson. Executive Session concluded at 7:30 PM by Kim Wheeler seconded by Marcus Wilson. Motion unanimously carried.

II. Informational Items:

Motion to enter Work Session at 7:30 PM by Kim Wheeler seconded by Marcus Wilson. Work Session concluded at 7:46 PM by Kim Wheeler seconded by Marcus Wilson. Motion unanimously carried.

III. Motion to Adjourn:

Work Session concluded at 7:47 PM by Kim Wheeler seconded by Marcus Wilson. Motion unanimously carried.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

FORMULATION, ADOPTION AND AMENDMENT OF POLICIES Policy 9000

The Board of Education recognizes that the adoption of written policies constitutes the basic method by which the Board of Education outlines the governance and leadership in the operation of the district. Policies may be proposed for adoption, change, or repeal at any regular or special Board of Education meeting, by any member of the Board of Education or the School District's central office administration. The Board of Education delegates to the Superintendent of Schools the responsibility and authority to establish any and all rules, regulations, and/or procedures necessary to implement and maintain its policies.

Accordingly, the Superintendent of Schools is directed to initiate a program of Board of Education policy review to include the following items:

1. periodic review and evaluation of all current Board of Education policy;
2. preparation of additional policies as needed;
3. consultation with School District staff ; and
4. presentation of a proposed policy in draft form to the Board of Education for consideration prior to action.
5. Continuation of a consistent and cogent policy codification system.

Commented [A1]: Not legally required, but we have suggested it to other districts as best practice.

The Board of Education may, in its discretion, establish a Policy Committee to undertake periodic review of the policy manual. Said committee shall be advisory only. The Superintendent of Schools, or his/her designee, will consult with the school attorney, as necessary, prior to the adoption, modification or repeal of a Board of Education policy. The adoption, modification or repeal of a policy requires a majority vote of the entire Board of Education.

When a new policy has been proposed, it will be placed on the Board of Education's agenda for a first reading, giving all individuals an opportunity to comment on the proposed policy. The Board of Education will not take any official action on any policy on a first reading unless a majority of the Board of Education decides that it is necessary to do so. If the draft policy is acceptable or if it is not acted upon out of necessity after the first reading, the draft policy will be placed on the Board of Education's agenda for a second reading at which time the Board of Education will officially act to adopt said policy. When changes are suggested to an existing policy or a policy is proposed to be abolished, only one reading will be needed.

Policies adopted by the Board of Education shall take effect upon the date of their adoption and shall supersede previously adopted policies not in accordance therewith. If any provisions of Board of Education policies are determined to be unconstitutional, illegal or contractually barred, the remaining provisions of such policies shall remain in full force and effect.

The Superintendent of Schools or his/her designee shall be responsible for the execution, administration and enforcement of Board of Education policies.

The formal adoption of policies shall be recorded in the Board of Education's minutes. Only those policies so adopted and so recorded shall be regarded as official Board of Education policy. The secretary to the Superintendent of Schools will maintain the official copy of the policy manual for

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

FORMULATION, ADOPTION AND AMENDMENT OF POLICIES Policy 9000

the School District. The Board of Education's policy manual shall be kept in the School District's administrative office and shall be made available to the public upon request. A copy of the Board of Education's policy manual shall also be posted on the School District's website and such other locations as specified by the Board of Education.

Ref: Education Law §§ 1604(9), 1709(1), 1804

Adoption Date: October 24, 2018

Revised: September 1, 2022

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VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

BOARD OF EDUCATION MEMBERSHIP

POLICY 9300

The Board of Education of the School District shall consist of seven (7) members serving three (3) year staggered terms. The terms of office shall be arranged so that no more than three (3) members' terms expire in any single year.

They are chosen by election at the annual meeting of the School District at the same time that the voters of the School District vote on the annual School District budget.

Vacancies on the Board of Education are considered separate specific offices and the nominating petition shall note the specific seat (incumbent's name, if any) for which the candidate is nominated. No person may be nominated by petition for more than one separate office. The candidate who receives a plurality of the votes cast for each specific vacancy shall be declared duly elected.

Board of Education Member Qualifications

Candidates for the office of Board of Education member must be a resident of the School District for at least one year prior to the election. They must be able to read, write, and be a qualified voter of the School District. No more than one member of a family¹ may be a member of the same Board of Education in any School District.

A Board of Education member may not hold another public office which is incompatible with his or her Board of Education service. A Board of Education member who has been removed from office is ineligible to be appointed or elected to the School District office for one (1) year from the date of removal.

No employee of the School District may be a member of the Board of Education, except as permitted by law.

Nomination of Candidates

Candidates for the office of Board of Education member must be nominated by petition, signed by at least twenty-five (25) qualified voters of the School District or two percent of the number of voters who voted in the last previous annual election, whichever is greater. The petition must state the residence of each signer, the name and residence of the candidate, whether such candidate is nominated for a full term or for the unexpired portion of another's term, and the specific office for which a candidate is nominated.

Petitions must be filed with the District Clerk, between the hours of 8 a.m. and 3 p.m., no later than the thirtieth (30th) day prior to the School District election. However, on the last day for the filing of petitions, petitions may be filed between the hours of 8 a.m. and 5 p.m.

¹ defined as those within the same household.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

BOARD OF EDUCATION MEMBERSHIP

POLICY 9300

The Board of Education shall direct the District Clerk to publish in the notice of the Annual District Election and Public Hearing, a notice stating that petitions nominating candidates for the office of member of the Board of Education must be filed in accordance with Education Law, as described above.

Each vacancy on the Board of Education shall be a separate specific office. No person may be nominated by petition for more than one separate office. However, residents may sign petitions for more than one candidate.

The Board of Education may reject nominations if the candidate is ineligible or has declared an unwillingness to serve. In the event a nominee for election withdraws and then attempts to reenter, such person may not be considered a candidate unless a new nominating petition is filed.

If a candidate for whom a nominating petition for the office of member of the Board of Education has been duly filed withdraws such petition, dies or becomes otherwise ineligible to hold such office at a time which is later than fifteen (15) days before the last day for the filing of nominating petitions, the time for filing nominating petitions for such office shall be extended to 5:00 p.m. on the fifteenth day after the day on which such candidate withdrew, died, or otherwise became ineligible to hold such office, provided that no such nominating petition may be filed after 5:00 p.m. on the seventh day preceding the date of the election.

Order of Names on Ballot

The order of names and candidates on the ballot will be determined by lot. The District Clerk shall notify the candidates of the date and time that he/she will determine the order of names and candidates on the ballot. The District Clerk shall conduct the drawing one day after the final date for filing.

Campaign Expenditure Statements

Any candidate for election to the Board of Education shall file sworn statements with the District Clerk and the Commissioner of Education setting forth all moneys or valuable things, paid, given, expended or promised by the candidate, or incurred for or on the candidate's behalf with the candidate's approval to aid the candidate's nomination or election or to aid or influence the nomination or defeat of another candidate.

If the candidate's expenditures were zero or if total expenditures incurred by others on the candidate's behalf and with the candidate's approval did not exceed \$500, the candidate shall not be required to file any statements with the Commissioner of Education; however such candidate shall file with the District Clerk a sworn statement that the candidate's election expenditures did not exceed \$500 Dollars and contributions received did not exceed \$500 dollars.

A first statement shall be filed on or before the thirtieth day next preceding the election.

A second statement shall be filed on or before the fifth day next preceding the election.

A third statement shall be filed within twenty (20) days next succeeding the election.

Election of Board of Education Members

The election of members of the Board of Education shall be held on the third Tuesday in May, ~~unless this date conflicts with a religious observation on that day. At the request of the Board, the Commissioner may certify by March 1 that a religious conflict exists, in which case the election and budget vote may be held on the second Tuesday in May.~~ ~~unless this date conflicts with religious observances on that day, in which case it shall be held on the second Tuesday in May.~~ The polls shall be open for those hours designated by the School District.

Oath of Office

Members of the Board of Education are required to take and file an oath of office pursuant to the Constitution and Laws of New York State before assuming office or entering upon the discharge of their official duties.

"I do so solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of _____ according to the best of my ability."

Members of the Board of Education who are reelected must take the oath again following reelection. Officers of the Board of Education, such as the President, Vice President, District Clerk and District Treasurer must be administered the oath every year following their appointment.

Oaths shall be administered at the annual reorganizational meeting by the District Clerk, President of the Board of Education, or other authorized person. Such oaths shall be filed with the District Clerk. The minutes of the reorganizational meeting reflect that the oath has been administered.

Board Member Removal

A Board of Education member may be removed from office by the Commissioner of Education according to Education Law, §306 or by the Board of Education according to subdivision 18, §1709 of the Education Law.

The Board of Education may declare a vacancy if a member moves out of the School District or has failed to attend three (3) successive meetings of which he/she has been duly notified, without good and valid reason in the judgment of the majority of the Board.

Resignation of Board Member

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

BOARD OF EDUCATION MEMBERSHIP

POLICY 9300

A Board of Education member may resign from office at any time by submitting a letter of resignation to the District Clerk. The letter of resignation is self-executing, and takes effect upon delivery or filing, except where a later date is specified. If an effective date is specified, such date may not be more than thirty (30) days after the filing date.

Filling of Board Vacancies

The Board of Education has the power to fill any vacancy, by a majority vote, which may occur on the Board of Education by reason of death, resignation, removal from office from the School District, or refusal to serve, of any member or officer of the Board of Education. The person so appointed in the place of any such member of the Board of Education shall hold his/her office until the next annual election of Board of Education members. The unexpired term of the office will then be filled by election.

The Board of Education shall have the power to call a special School District election for the purpose of filling the unexpired term of office of a member of the Board of Education.

New Board of Education Member Orientation

When a new member is elected or appointed to the Board of Education, he/she shall receive assistance in order to become acquainted with the current status of programs, issues, and goals of the School District.

Within a reasonable period after the election, but prior to July 1, any new Board of Education member(s) shall be provided with an opportunity to meet with the Board President and/or Vice President and Superintendent of School for an orientation.

Contracts under negotiations and other materials of a confidential nature shall not be provided until after the Board-member elect has taken the oath of office.

Upon election, the Board member-elect shall be invited to attend all public meetings of the Board as a non-voting observer and receive all appropriate Board documents until formally taking office.

Board of Education Member Training

Members of the Board of Education elected or appointed shall, within the first year of their term, complete a minimum of six (6) hours of training on the fiscal oversight, accountability and fiduciary responsibilities of a Board of Education member. Such training may be offered as part of a general course of training for the purpose of educating Board of Education members on their powers, functions and duties.

Each member shall demonstrate compliance with this requirement by filing with the School District Clerk a certificate of completion of such course issued by the provider. Actual and

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

BOARD OF EDUCATION MEMBERSHIP

POLICY 9300

necessary expenses incurred in complying with this requirement shall be advanced by the School District or reimbursed to the Board of Education member upon the presentment of documentation reflecting the amount incurred and paid for the by the Board of Education member.

Cross-ref: 9130 Board Officers and Committees

Ref: Education Law §§1709(17), (18); 2102; 2102-a; 2103; 2109; 2113; 2121; 2122; 2130
Election Law § 306

Adoption Date: October 24, 2018

Revision Date:

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 ROHAN MURPHY (hereinafter referred to as "CONSULTANT"), as the party of the second part, having its principal place of business for purposes of this Agreement at 3017 Catamaran Cove, Villa Rica, Georgia 30180.

WITNESSETH:

WHEREAS, CONSULTANT is in the business of providing speakers for staff in school districts; and

WHEREAS, SCHOOL DISTRICT desires that CONSULTANT provide services to its staff as set forth in this Agreement; and

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:** The CONSULTANT will provide presentations to various grade levels. The session dates and locations will be scheduled by the SCHOOL DISTRICT in accordance with the CONSULTANT's schedule. Prior to each scheduled session, CONSULTANT will schedule a conference call via Skype, Zoom, Google Meet or other communication. Each conference call will be 30-40 minutes.
3. **PAYMENT SCHEDULE:** In full consideration for the services above to be rendered by CONSULTANT to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay CONSULTANT the rates set forth in Appendix A. CONSULTANT shall not be reimbursed for transportation expenses.
4. **INDEPENDENT CONTRACTOR:** CONSULTANT acknowledges that it will not hold itself, its employees and/or agents out as employees of SCHOOL DISTRICT. CONSULTANT is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of services hereunder, be that of an independent contractor. CONSULTANT shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CONSULTANT, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. CONSULTANT agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services herein. CONSULTANT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment

compensation benefits, by reason of the services to be performed pursuant to this Agreement. CONSULTANT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

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

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

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

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

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

10. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to CONSULTANT for services rendered. CONSULTANT will not

incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that CONSULTANT's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by CONSULTANT within thirty (30) days of the termination date.

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.

11. **INDEMNIFICATION and HOLD HARMLESS:** CONSULTANT further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by CONSULTANT or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

12. **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 days after mailing. Notice shall be delivered or mailed to:

Rohan Murphy
3017 Catamaran Cove
Villa Rica, Georgia 30180

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

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

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

15. **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.

16. **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.

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. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

18. **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.

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

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

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

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

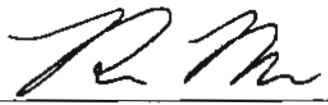
VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

ROHAN MURPHY

Date: **10/10/22**

By:  _____

APPENDIX A

Rohan Murphy

2022-2023 Rates

SERVICE	RATE
Single-Grade, Multi-Grade, or School-Wide Presentation	\$500.00 per presentation

RIDER

The Agreement between the Board of Education of the Valley Stream Union Free School District 24 (hereinafter "District") and Yale University acting by and through the Yale Center for Emotional Intelligence ("Vendor"), dated October 3, 2022 (the "Primary Agreement") is hereby amended in accordance with this Rider. All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Primary Agreement. Except as specifically set forth herein, all of the provisions contained in the Primary Agreement are deemed fully incorporated herein and made a part hereof and shall remain in full force and effect.

1. In the event of conflict between the provisions of the Primary Agreement and this Rider (collectively, the "Agreement"), the provisions of this Rider shall control.
2. This Agreement may not be modified orally.
3. If any of these provisions shall be deemed unlawful, invalid or unenforceable, such illegality and invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
4. Neither party may assign or otherwise transfer its rights, privileges or obligations under this Agreement without the prior written consent of the other party.
5. This Agreement shall be governed by and in accordance with the laws of the State of New York.
6. The Vendor agrees to provide the District with a certificate of insurance or access to an on line memorandum of insurance evidencing general liability insurance, insuring both the District and the Vendor, with minimum limits of \$1,000,000 per occurrence for personal and advertising injury, and \$2,000,000 per local on aggregate, which policy, shall provide primary insurance for obligations assumed under this Agreement, and shall be include the District (including all directors, officers, trustee, agents and employees) as "Additional Insured." The certificate will also evidence statutory Workers' Compensation Insurance, and property insurance covering all equipment and material utilized in connection with this program. All policies will be maintained in full force and effect during all periods of activity covered by this Agreement.
7. The Vendor 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 that is provided to Vendor by District.

8. The Vendor represents that all Services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. The Vendor 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.
9. Neither the Vendor nor any of its employees, agents, or assigns will be eligible for any employee benefits to be provided by District 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.
10. The District reserves the right to reject any of the Vendor's staff, which the District, at its sole discretion, may deem unqualified to provide the Services.
11. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Superintendent of Schools
Valley Stream Union Free School District 24
75 Horton Avenue
Valley Stream, NY 11581

To Vendor: Yale Center for Emotional Intelligence
350 George Street
New Haven, CT 06511

12. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of the Agreement.
13. The Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written, agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
14. This Agreement is subject to the approval of the District's Board of Education.
15. This Rider shall be effective and dated as of the Effective Date of the Primary Agreement, provided that the Board of Education of the District has authorized and accepted by resolution the terms of this Agreement.

Yale Center for Emotional Intelligence



Digitally signed by Arnim Dantes
Date: 2022.10.07 08:09:46 -04'00'

By: Deputy Dean, Yale Center for Emotional Intelligence Finance and Administration

**Board of Education of the
Valley Stream Union Free School District 24**

By: John Maier, Board President