

# MINUTES

## BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

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BUSINESS MEETING  
FOLLOWING EXECUTIVE SESSION

WILLIAM L. BUCK SCHOOL  
OCTOBER 19, 2022

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

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**Members Present:** President Maier, Vice-President La Rocco Trustees Nunez, Wheeler, Wilson, 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

### **I. CALL TO ORDER**

Motion to enter Executive Session at 6:48 PM by Trustee Nunez, seconded by Vice President La Rocco to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Executive Session concluded at 7:35 PM by Vice President La Rocco seconded by Trustee Wheeler. Motion unanimously carried. The Business Meeting was called to order at 7:37 PM, at the William L. Buck School, by President John Maier.

## **II. Salute to Flag**

**III. Approval of Minutes:** Motion made by Vice President La Rocco and seconded by Trustee Wilson to approve the minutes for September 21, 2022, and October 12, 2022. Motion unanimously carried.

**IV. Welcome to Visitors:** A question was submitted digitally by Ms. Arroyo regarding policy 9300 and answered by Trustee Wheeler.

## **V. Correspondence Report – District Clerk – Mrs. Elizabeth Fleurimond**

1. September 27, 2022 Resignation Letter Received from Fatiha Fathy.
2. September 29, 2022 FOIL request received from the Oceania Khan seeking campaign expenditures information.
3. September 30, 2022 FOIL request received from Cornell University seeking certified tally results and official ballots from 2017-2022.
4. October 11, 2022 FOIL request received from Christopher Kirby in regard to property lines.
5. October 11, 2022 FOIL Request received from Stonybrook University DEI plans, Board of Education discussions, curriculum and policy changes, and possible committee timelines.

## **VI. Superintendent Report-**

Dr. Sturz thanked administrators, staff, students, and parents for participating in Unity Day. Unity around kindness, acceptance, and inclusion sends a message that no child shall ever experience bullying.

Dr. Sturz acknowledged Board of Education Appreciation Week and the service of the members of the Board of Education. Dr. Comis, Mr. Iacono, and Mrs. Gaddy introduced students who made a presentation in appreciation of the Board of Education.

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

**A. PERSONNEL –TRUSTEE MARKUS WILSON-** Motion to consent agenda made by Trustee Wilson seconded by Trustee Wheeler to move all items 1-6 as listed.

**1. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education appoints the following teacher liaisons for clubs/departments for the 2022-2023 school year at the appropriate Club Rate per the VSTA contract as follows:

Teacher Liaisons for Departments:

ENL - Kathleen Murray  
Nurses - Estelle Dempsey

Science

WLB - Christine Brenneis  
RWC - Shannon Quinn  
BAS - Kathleen Carter

Robert W. Carbonaro School – Clubs:

Fitness Club - Stephanie Shapiro/Tara Brady  
Student Council - Cathy Haufler/Pam Fowler  
Book Club - Chelsea Cittadino  
Broadcast Club - Susan Blaes  
Robotics - Julia Sollin  
Ariana Arnone  
  
Spanish - Matt Roth

Brooklyn Avenue School Clubs:

Art/STEAM Club - Nicole Barci  
Fitness Club - Kelly Martin/Toni Hertwig  
Sports Club - Michael Whelan  
Student Council - Kaitlyn Gillespie/Joanna Gallo  
Robotics - Cheryl Calamiong  
Spanish - Janet Marrero

William L. Buck School - Clubs:

Chess - Chris Chruma  
Essential Skills for Board Games - Lisette Lucifero  
Wellness & Mindfulness - Jeannie Gavigan/Kerriann Pieper  
Student Council - Marissa Campo/Christine Iadevaio  
Robotics - Samantha Ponzio  
Spanish - Janet Marrero

District – Instrumental Music:

Jr. Orchestra – B Club - Gary Garzetta  
Sr. Orchestra – B Club - Gary Garzetta  
Jr. Band – B Club - Nicholas Shmorhun  
Sr. Band – B Club - Nicholas Shmorhun  
District Instrumental Music – C Club - Nicholas Shmorhun

**2. 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:

**TEACHER:**

Gia Clemente  
Margalit Amar  
David LeWinter

**3. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the board hereby appoints the following to teach the Learning Lab Program for ELA and/or MATH for the 2022-2023 school year. Compensation is in accordance with the appropriate hourly rate of pay as per the current Valley Stream Teachers; Association contract:

**BROOKLYN AVENUE SCHOOL:**

Kathy Carter  
Joanna Gallo  
Kaitlyn Gillespie  
Jennifer Joyce  
Kara Kinkela (sub)  
Viny Milano  
Sam Ponzio  
Carol Wright

**WILLIAM L. BUCK SCHOOL:**

Katerina Slobodo  
Ashleigh Jones  
Naomi Narain  
Lisette Lucifero  
Sara Philip

**ROBERT W CARBONARO SCHOOL:**

Arian Arnone  
Stephanie Shapiro  
Julia Sollin  
Matt Roth  
Shannon Weber  
Chelsea Cittadino  
Jean Oestreich  
James Fischman (Sub)

**4. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board accepts the resignation of Fatiha Fathy as a School Monitor, Part-time effective September 27, 2022.

**5. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board hereby approves the appointment of Donna Bailey as a School Monitor, Part-time, effective October 24, 2022, pending Civil Service and Fingerprint clearance. 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).

**6. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board hereby appoints Albertina Acevedo as a Probationary Teaching Assistant, holding a Teaching Assistant Certificate Level 1, effective October 24, 2022. The probationary period expires on October 23, 2026. Compensation for this appointment will be at Step 1 in accordance with the agreement between the Valley Stream Central High School District and the VSTA Teaching Assistants Unit.

**B. EDUCATION – TRUSTEE MELISSA HERRERA-** Motion to consent agenda made by Trustee Herrera seconded by Trustee Wheeler to move all items 1-2 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 Special Education previously approved by the Committee on Special Education on 9/6/22, 9/7/22, 9/7/22, 9/14/22, 9/15/22, 9/15/22, 9/16/22, 9/21/22, 9/22/22, 9/23/22 and 9/29/22 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 Pre-School Special Education previously approved by the Committee on Pre-School Special Education 8/25/22, 9/07/22 and 9/13/22 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.

**C. FINANCE –VICE PRESIDENT DONNA LA ROCCO-** Motion to consent agenda made by Vice President La Rocco, seconded by Trustee Wheeler to move item 1, 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, Trial Balance for August 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, President Maier, Trustee Herrera and Trustee Hernandez.

**Residency Hotlines:**

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

**A. LEGAL REPORT:** Representative from the law firm, Guercio and Guercio, LLP

**Attorney Report**

October 2022

Our office recently obtained a favorable decision from the Supreme Court Appellate Division, Second Department in which the Court granted the school district’s appeal seeking to dismiss plaintiff’s claims that the district failed to report suspected child abuse committed by her teacher and stepfather. In this case, which arises under the Child Victims Act, the Plaintiff brought claims against her former teacher under Social Services Law §§ 413 and 420 (“SSL”), alleging that the District failed to report the sexual abuse the teacher was committing against her, as well as abuse by her stepfather which the teacher was made aware about, during the 1972-1973 school year. Section 413 of the SSL, which went into effect September 1, 1973, requires certain school officials to report reasonable suspicion of an “abused child” before them, which is defined as one harmed by a “parent or other person legally responsible for his [or her] care.” Our office moved to dismiss these claims on the grounds that the teacher was not a “person legally responsible” for the student under the law, and that the law obligating districts to report such abuse did not go into effect until after the timeframe of the purported allegations. The Supreme Court denied our motion due to developing case law holding that school districts had to report abuse by teachers under the SSL. The Second Department reversed in full and awarded costs, citing that a teacher could not be a “person legally responsible” for a student under the law. Furthermore, because the plaintiff failed to allege that the District received information about the abuse committed by the plaintiff’s stepfather after SSL § 413 went into effect, the District did not have an obligation to report. Based on the foregoing, the Appellate Court reversed the lower court’s order and granted our motion to dismiss the claims.

**B. LEGISLATION REPORT: TRUSTEE ARMANDO HERNANDEZ**

**C. POLICY COMMITTEE: TRUSTEE KIMBERLY WHEELER-** Motion to consent agenda made by Trustee Wheeler, seconded by Trustee Herrera to move all items, as listed.

**1. BE IT RESOLVED**, upon the recommendation of the Superintendent, that the Board of Education reviews and adopts the following revised policies:

POLICY 9000- FORMULATION, ADOPTION AND AMENDMENT OF POLICIES

POLICY 9300- BOARD OF EDUCATION MEMBERSHIP

**IX. UNFINISHED BUSINESS, IF ANY:**

**X. NEW BUSINESS:** Motion to consent agenda made by Trustee Nunez, seconded by Trustee Wheeler to move all items 1-5, as listed.

**1. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education approve the following charities for the District for the 2022-2023 school Year:

- St. Jude's Children Research Hospital
- American Heart Association
- Island Harvest



**2. 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:

<b>BUDGET TRANSFER FOR BOARD APPROVAL</b>			
Date: 10/19/22			
CODE	DESCRIPTION	FROM	TO
A9060.8	Hosp & Med Insurance	\$ 150,000.00	
A9060.85	Dental Insurance	\$ 35,000.00	
A2250.477	Special Ed - Tuition		\$ 185,000.00
	<b>Special Ed tuition for new Out-of-District Placements</b>		

**3. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby awards the Emergency Transportation Contract for the period of October 6, 2022 – November 5, 2022, to First Student, for the Mill Neck School for the Deaf, for the amount of \$6,400.00.

**BE IT FURTHER RESOLVED** upon the recommendation of the Superintendent of Schools, the Board of Education hereby awards the remaining contract for the period of November 6, 2022- June 30, 2023, to First Student, for the Milk Neck School for the Deaf, for the amount of \$51,200.00.

**BE IT FURTHER RESOLVED** that the Board of Education hereby authorizes the Board President to execute the Emergency Transportation Contract as well as the Transportation Contract for the rest of the school year, as set forth in the attached schedule on behalf of the Board of Education.

<u>Bus Company</u>	<u>School</u>	<u># of Students</u>	<u>Monthly Cost PPPM</u>	<u>Monthly Matron Cost</u>	<u>Yearly Cost</u>
First Student	Mill Neck School For the Deaf	1	\$3,200 ppm (1 month emergency contract)	\$3,200 matron	\$6,400
First Student	Mill Neck School For the Deaf	1	\$3,200 ppm	\$3,200 matron	\$51,200

**4. 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- Contract Rider Only (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.

**5. 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 Rohan Murphy (Consultant/Speaker) 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.

## **XI. DISCUSSION**

## **XII. AUDIENCE TO VISITORS-**

Three questions submitted digitally by Ms. Arroyo regarding Policy 8250, the digital card, and term limits were addressed.

## **XIII. ADJOURNMENT:**

Motion to adjourn the Business meeting was at 7:55 PM was made by Trustee Wheeler, seconded by Vice President La Rocco.

Motion to enter Executive Session at 8:10 PM by Trustee Wheeler, seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Executive Session concluded at 9:33 PM by Trustee Wheeler seconded by Trustee Wilson. Motion unanimously carried.

# MINUTES

## BOARD OF EDUCATION

### VALLEY STREAM SCHOOL DISTRICT 24

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WORK SESSION  
MINUTES

WILLIAM L. BUCK SCHOOL  
November 9, 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
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#### I. Call to Order :

Motion to enter Executive Session at 6:53 PM by Trustee Wheeler seconded by Trustee Nunez. Executive Session concluded at 9:47 PM by Trustee Wheeler seconded by Trustee Hernandez. Motion unanimously carried.

#### II. Informational Items:

Motion to enter Work Session at 9:47 PM by Trustee Wheeler seconded by Trustee Hernandez. Work Session concluded at 9:47 PM by Trustee Wheeler seconded by Trustee Hernandez. Motion unanimously carried.

#### III. Motion to Adjourn:

Work Session concluded at 9:47 PM by Trustee Wheeler seconded by Trustee Hernandez. Motion unanimously carried.

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT made this 1<sup>st</sup> day of November, 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 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY, ("CONSULTANT"), having its principal place of business for purposes of this Agreement at 125 High Street, Boston, Ma 02110.

1. **TERM:** The term of the within Agreement shall be from November 30, 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 \$8,400.00, 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:

**HOUGHTON MIFFLIN HARCOURT**

Date: 11/01/2022 By: *Lisa A. Jacobson*  
Name: Lisa A. Jacobson  
Title: Sr. Director, Bids and Contracts

Exhibit A

Professional Development: Grade Level Meetings

Into Reading Program (Grades 3-6) -

Session Description: Lesson development, online resources, and use of leveled readers and novels. This is designed to provide support for teachers, strengthen their instructional practices with the new reading program to maximize success in differentiating reading instruction.

2 days at a rate of \$4,200.00 per day



# Houghton Mifflin Harcourt

Proposal #008546690

Prepared For

## Valley Stream Union Free SD 24

75 Horton Ave  
Valley Stream NY 11581

Attention:  
Dr. Lisa Conte  
lconte@vs24.org

For the Purchase of:

## Into Reading 2021 - In-Person Coaching

Prepared By  
Jennifer Glennon  
jennifer.glennon@hmc.com

**Please submit this proposal with your purchase order.**

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

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

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

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

Attention:  
Dr. Lisa Conte  
lconte@vs24.org

**HMH Confidential and Proprietary**

Send **Orders** to:  
k12orders@hmc.com  
FAX: 800-269-5232  
HMH Orders  
9400 Southpark Center Loop  
Orlando, FL 32819-8647

**Proposal for  
Valley Stream Union Free SD 24**

ISBN	Title	Price	Quantity	Value of All Materials
<b><u>Professional Development Services</u></b>				
1810858 9780358574450	2020 HMH Coaching In Person In Person 6-Hour Grades K-12	\$4,200.00	2	\$8,400.00
<b>Total for Services</b>				
<b><u>Total for Professional Development</u></b>		<b>\$8,400.00</b>		

Send **Check Payments** to:  
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14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dr. Lisa Conte  
lconte@vs24.org

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FAX: 800-269-5232  
HMH Orders  
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Orlando, FL 32819-8647

Proposal for  
**Valley Stream Union Free SD 24**

ISBN	Title	Price	Quantity	Value of All Materials
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<i>Total Savings:</i>	<b>\$0.00</b>
<i>Subtotal Purchase Amount:</i>	<b>\$8,400.00</b>
<i>Shipping &amp; Handling:</i>	<b>\$0.00</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$8,400.00</b>

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

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Proposal for  
Valley Stream Union Free SD 24

**Total Cost of Proposal (PO Amount): \$8,400.00**

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

<b>Ship to:</b>	<b>Sold to:</b>
Valley Stream Union Free SD 24	Valley Stream Union Free SD 24
75 Horton Ave	75 Horton Ave
Valley Stream, NY 11581-1420	Valley Stream, NY 11581-1420
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

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Date of Proposal: 10/31/2022

Proposal Expiration Date: 12/15/2022



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**VALLEY STREAM UFSD #24**  
**Budget Calendar for the Creation of the Budget for the 2022-2023 School Year**

<b>October</b>	<b>27</b>	<b>2022</b>	Meet with Principals and Liaisons and discuss budget process/guidelines. Financial Management Software (nVision) will be open for 2023-24 budget submittals by Principals and Liaisons for Business Office review.
<b>November</b>	7-10	2022	Budget requests are reviewed by the Assistant Superintendent for Business, Principals and Liaisons for clarification and justification.
<b>November</b>	17-23	2022	The Assistant Superintendent for Business reviews budget requests with the Superintendent.
<b>December</b>	14	2022	BOE Business Meeting. Begin preliminary budget discussion with the Board of Education.
<b>January</b>	11	2023	BOE Work Session Meeting. Continue budget discussion with the Board of Education.
<b>January</b>	25	2023	BOE Business Meeting. Distribute budget books.
<b>February</b>	1	2023	BOE Work Session Meeting.
<b>February</b>	15	2023	BOE Business Meeting.
<b>March</b>	1	2023	Submit 2023-24 Tax Levy limit calculations to OSC, NYSED and Commissioner of Taxation & Finance (Due by March 1 <sup>st</sup> ) BOE Business Meeting.
<b>March</b>	1	2023	Superintendent submits budget to the Board of Education for adoption. BOE Business Meeting.
<b>March</b>	29	2023	Outline the budget to the public. Last chance to make changes to the budget before submission to the voters. <b>ADOPT THE FINAL BUDGET</b> amount to be presented at the hearing and put it on the ballot ( <b>no later than 4/18/23</b> ).
<b>March</b>	30	2023	Submit Property Tax Report Card to NYSED (within 24hours of budget adoption but no later than <b>4/24/23</b> ).
<b>March</b>	30	2023	<b>First publication</b> of Legal Ad. (Submit by March 23rd)
<b>April</b>	6	2023	<b>Second Publication.</b> (Submit by March 30th)  Deadline for submission of <b>Nominating Petitions</b> for School Board Candidates by 5:00PM in the office of the District Clerk (30 days before the Vote)
<b>April</b>	17	2023	Deadline to receive <b>Voter Propositions</b> (at least 30 days before the Vote)  First Financial Statement from Board Candidates (30 days prior to election).
<b>April</b>	18	2023	Drawing for positions on the ballot at 6:30PM.
<b>April</b>	13	2023	<b>Third Publication.</b> (Submit by April 6th)

**VALLEY STREAM UFSD #24**  
**Budget Calendar for the Creation of the Budget for the 2022-2023 School Year**

<b>April</b>	21	2023	<b>Military Ballots</b> must be distributed.
<b>April</b>	18	2023	BOE Business Meeting.
<b>April</b>	26	2023	Public budget document completed and mailed.
<b>April</b>	20	2023	<b>Last Publication.</b> (Submit by April 13th)
<b>May</b>	2	2023	Public budget document must be in the schools (14 days prior to vote).
<b>May</b>	3	2023	Public budget hearing presentation (not more than 14 days prior but at least seven days prior to vote).
<b>May</b>	9	2023	Deadline to receive <b>Absentee Ballot Application</b> if the ballot is to <b>be mailed</b> to the Voter (seven days before the Vote) (see below if ballot is to be issued in person to the Voter)
<b>May</b>	10	2023	Mail Budget Notice postcard. (Last Day - After hearing but no later than 6 days before vote.) Last day of Voter registration (After this date the registration books are finalized, no additional registrants for the May 16th vote).
<b>May</b>	11	2023	Make Available List of Persons to Whom Absentee Ballots Issued. Second financial statement from the candidates running for the Board (on or before the fifth day prior to the election).
<b>May</b>	15	2023	Voter register available for inspection. Deadline to receive <b>Absentee Ballot Application</b> if the ballot is to be issued <b>in person</b> to the Voter (the day before the Vote) <b>BUDGET VOTE AND SCHOOL BOARD ELECTION.</b>
<b>MAY</b>	16	2023	Annual Meeting – Copies of property tax report card and school district report card available to the public in each school, the district office and business office. Board of Registration meets during election to register persons for the 2024 annual meeting.
<b>June</b>	5	2023	Receipt of Absentee Ballots <b>no later than 5:00 P.M.</b> Last financial statement from Board Candidates (20 days after the election).
<b>June</b>	20	2023	Budget Re-Vote Date



NYSSBA Sample Policy 1925

- (X) Required
- (-) Local
- (-) Notice

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INTERPRETERS FOR HEARING-IMPAIRED PARENTS

The Board of Education recognizes that those district parents with hearing impairments which prevent a meaningful participation in their child's educational program must be afforded an opportunity equal to that afforded other parents to participate in meetings or activities pertaining to the academic and/or disciplinary aspects of their child's education. Accordingly, and pursuant to law, the School District will provide an interpreter for hearing-impaired parents for school-initiated academic and/or disciplinary meetings or activities including, but not limited to:

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- Parent/teacher conferences
- Child/study or building level team meetings
- Planning meetings with school administrators/faculty counselors regarding educational progress
- Career planning
- Suspension hearings or other conference with school officials relating to disciplinary actions

NOTE: This is a required policy. In the paragraph below, please fill in the number of days notice the district will require. Districts generally require between 5 to 10 working days notice.

The School District will provide an interpreter for the hearing-impaired parent if a written request for the service has been submitted to and received by the district within ten (10) working days prior to the scheduled meeting or activity. If an interpreter is unavailable, the district will then make other reasonable accommodations which are satisfactory to the parents (e.g., notetaker, transcript, decoder, or telecommunication device for the deaf). These services will be made available by the district at no cost to the parents.

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The Board of Education directs the Superintendent of Schools to maintain a list of available interpreters and to develop procedures to notify parents of the availability of interpreter services, the time limitation for requesting these services, and of the requirement to make other reasonable accommodations satisfactory to the parents should an interpreter not be available.

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~~Hearing-impaired parents are requested to submit the attached form to request accommodation of their disability.~~

Ref: Americans with Disabilities Act of 1990, 42 U.S.C. §§12131-12134  
Rehabilitation Act of 1973, 29 U.S.C. §794  
Education Law §3230  
8 NYCRR §100.2(aa)  
Rothschild v. Grottenthaler, 907 F.2d 286 (2d Cir. 1990)

Adoption date:

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR  
INTERPRETERS FOR HEARING-IMPAIRED PARENTS Policy 1110

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**VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR**

**RETENTION OF DISTRICT OWNED RECORDS  
AND MATERIALS**

**Policy 3450**

**NYSSBA Sample Policy 1120**

**(X) Required  
(X) Local (X)  
Notice**

**SCHOOL DISTRICT RECORDS**

*NOTE: Due to school district audits by the Office of State Comptroller, we have included additional text in the policy and regulation regarding security of district information on computer resources. Districts are encouraged to review their current policies, regulation and procedures to make sure that they are taking the necessary precautions to ensure data security.*

The Board of Education recognizes the importance of maintaining required records and related materials for the efficient operation of the School District. It is the policy of the Board of Education to inform members of the public about the administration and operation of the public schools in accordance with the Freedom of Information Law of the State of New York.

The Superintendent of Schools shall develop regulations ensuring compliance with the Freedom of Information Law and setting forth the procedures to be followed to obtain access to district records, and records and submit such regulations to the Board for approval. Such regulations shall

address ensuring applicable confidentiality and security of district information. The Superintendent shall designate, with Board of Education approval, a Records Access and Records Management Officer, pursuant to law.

**Retention and Destruction of Records**

The Board of Education hereby adopts the Records Retention and Disposition Schedule LGS-1 issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, which contains the legal minimum retention periods for School District records. In accordance with Article 57-A, the School District will dispose of only those records described in the schedule after they have met the minimum retention periods set forth in the schedule. The School District will dispose of only those records that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond the established legal minimum periods. The School District will ensure that records retention requirements are incorporated into any plan and process for design, redesign, or substantial enhancement any information system utilized by the School District.

The manner of destruction will be determined by the format of the record (i.e., paper, digital, etc.). In addition, destruction will be appropriately documented.

**Litigation-Hold**

*NOTE: The policy should recognize that when litigation commences, the district must take steps to retain electronic records that may be discoverable (but might otherwise be deleted in the normal course of operations). NYSSBA recommends the following approach:*

**VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR**

**RETENTION OF DISTRICT OWNED RECORDS  
AND MATERIALS**

**Policy 3450**

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VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

RETENTION OF DISTRICT OWNED RECORDS  
AND MATERIALS REGULATION

Policy 3450

NYSSBA Sample Policy 1120

The Superintendent will establish procedures in the event that the ~~s~~School ~~d~~District is served with legal papers. The Superintendent will communicate with applicable parties, including the school attorney and the records management official, to ensure that, when appropriate, a litigation-hold is properly implemented. The litigation-hold is intended to prevent the destruction or disposal of records that may need to be produced as part of discovery. It is the intention of the Board of Education to comply with applicable rules and regulations regarding the retention and/or production of necessary documents, data, files, etc. The Board of Education directs the Superintendent to institute such procedures to implement this policy.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

RETENTION OF DISTRICT OWNED RECORDS  
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Policy 3450

*NOTE: Prior versions of this policy did not address the issue of communicating to staff their responsibility with regard to records retention. It is best practice to have department specific guidance, such as schedules for the business office, the transportation department, special education, etc. If all record management is done centrally then the following paragraph may not be necessary, or perhaps the language should be changed to reflect how the system is managed in the district and whether there is a need for staff guidance in this area.*

The Superintendent or his/her designee, with assistance from the Records Management Officer, shall be responsible for developing and disseminating department-specific retention schedules and guidance to staff, as necessary, to ensure adherence to this policy.

Cross-ref: [61658630](#), Computer Resources and Data Management

Ref: Public Officers Law §§ 84 *et seq.* (Freedom of Information Law); [87\(3\)\(c\)](#)  
Education Law §2116  
Arts and Cultural Affairs Law §57.11  
Arts and Cultural Affairs Law Article 57-A (Local Government Records Law)  
Federal Rules of Civil Procedure, 16, 26  
8 NYCRR §185.15 (8 NYCRR Appendix L) – Records Retention and Disposition  
Schedule LGS-1 for New York Local Government Records

Adoption date:

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RETENTION OF DISTRICT OWNED RECORDS  
AND MATERIALS REGULATION

Policy 3450-R

**NYSSBA Sample Regulation 1120-R**

**SCHOOL DISTRICT RECORDS REGULATION**

The following comprises the rules and regulations relating to the inspection and production of school district records:

I. Designation of Officers

1. The Records Access Officer shall be the District Clerk~~[insert appropriate title for the person~~

~~who handles FOIL requests for the school district].~~ He/She shall:

*NOTE: The second bullet addresses the role of the Record Access Officer and Record Management Officer in ensuring protection of sensitive district information. These duties are not explicitly listed in Arts and Cultural Affairs Law 57.19 and Commissioner's Regulations 185.2 (for the Records Management Officer) and State Regulations on the Committee on Open Government 21 NYCRR 1401.2 (for the Records Access Officer), but are consistent with a district's duty to protect sensitive and confidential information.*

- receive requests for records of the Board of Education and make such records available for inspection or copying when such requests are granted;
- ensure that School dDistrict information that is not permitted to be released is not released (see section IV. Records Exempted from Public Access, below); and
- compile and maintain a detailed current list by subject matter, of all records in the possession of the Board of Education, whether or not available to the public.

*NOTE: We suggest that the Records Management Officer have a role in maintaining information security.*

2. The Superintendent of Schools, with the Board's approval, shall designate a Records Management Officer for the School dDistrict. The Records Management Officer will develop and oversee a program for the orderly and efficient management of district records, including maintenance of information security as it pertains to release of district records. The Records Management Officer shall ensure proper documentation of the destruction of records, in accordance with the schedule.

II. Definition of Records

1. A record is defined as any information kept, held, filed, produced or reproduced by, with or for the School District in any physical form whatsoever, including but not limited to reports, statements, examinations, memoranda, opinions, folders,

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

RETENTION OF DISTRICT OWNED RECORDS  
AND MATERIALS REGULATION

Policy 3450-R

files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or disks, rules, regulations or codes.

2. The Records Access Officer will have the responsibility for compiling and maintaining the following records:

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- a. a record of the final vote of each member of the Board on any proceeding or matter on which the member votes;
  - b. a record setting forth the name, school or office address, title and salary of every officer or employee of the district; and
  - c. a reasonably detailed current list by subject matter of all records in possession of the district, whether or not available for public inspection and copying.
3. No record for which there is a pending request for access may be destroyed. However, nothing in these regulations shall require the ~~School d~~District to prepare any record not possessed or maintained by it except the records specified in II(2), above.

III. Access to Records

1. Time and place records may be inspected: Records may be requested from, and inspected or copied at, the Office of the Records Access Officer, at a time to be determined by the Records Access Officer, \_\_\_\_\_ during the hours of \_\_\_\_\_ on any business day on which the district offices are open. Records may also be requested via e-mail at the following address: \_\_\_\_\_. ~~[Optional sentence: This information shall be posted on the district's website.]~~
2. Fees: The fee for documents up to 9 x 14 inches is 25 cents per page. For documents larger than 9 x 14 inches, tape or cassette records, or computer printouts, the cost will be based on the cost of reproduction or program utilized. Fees are subject to periodic review and change. However, no fee shall be charged for records sent via e-mail, the search for or inspection of records, certification of documents, or copies of documents which have been printed or reproduced for distribution to the public. The number of such copies given to any one organization or individual may be limited, in the discretion of the Records Access Officer.
3. Procedures: Requests to inspect or secure copies of records shall be submitted in writing, either in person, by mail or via e-mail, to the Records Access Officer. ~~[Forms are provided (1120-E.1-2) for written and e-mail requests, but are not required.]~~
4. All requests for information shall be responded to within five business days of receipt of the request. If the request cannot be fulfilled within five business days, the Records Access Officer shall acknowledge receipt of the request and provide the approximate date when the request will be granted or denied.
5. ~~If a request cannot be granted within 20 business days from the date of acknowledgement of the request, the district must state in writing both the reason the request cannot be granted within 20 business days, and a date certain within a~~

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

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reasonable period when it will be granted depending on the circumstances of the request.

5. \_\_\_\_\_

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NYSSBA Sample Regulation 1120-R

7. Denial of Access: When a request for access to a public record is denied, the Records Access Officer shall indicate in writing the reasons for such denial, and the right to appeal.
- 6.
8. Appeal: An applicant denied access to a public record may file an appeal by delivering a copy of the request and a copy of the denial to the Superintendent within 30 days after the denial from which such appeal is taken.
- 7.
- 9.8. The applicant and the New York State Committee on Open Government will be informed of the Superintendent's determination in writing within 10 business days of receipt of an appeal. The Superintendent shall transmit to the Committee on Open Government photocopies of all appeals and determinations.

IV. Records Exempted from Public Access

The provisions of this regulation relating to information available for public inspection and copying shall not apply to records that:

1. are specifically exempted from disclosure by state and/or federal statute;
2. if disclosed would constitute an unwarranted invasion of personal privacy;
3. if disclosed would impair present or imminent contract awards or collective bargaining negotiations;
4. are confidentially disclosed to the Board and compiled and maintained for the regulation of commercial enterprise, including trade secrets, or for the grant or review of a license;
5. are compiled for law enforcement purposes and which, if disclosed, would:
  - a. interfere with law enforcement investigations or judicial proceedings;
  - b. deprive a person of a right to a fair trial or impartial adjudication;
  - c. identify a confidential source or disclose confidential techniques or procedures, except routine techniques or procedures; or
  - d. reveal criminal investigative techniques or procedures, except routine techniques and procedures;
6. records which if disclosed would endanger the life or safety of any person;
7. records which are interagency or intra-agency communications, except to the extent that such materials consist of:
  - a. statistical or factual tabulations or data;
  - b. instructions to staff which affect the public;
  - c. final Board policy determinations; or

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

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- d. external audits, including but not limited to audits performed by the comptroller and the federal government;
- 8. records which are examination questions or answers that are requested prior to the final administration of such questions;

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9. records which if disclosed would jeopardize the district's capacity to guarantee the security of its information technology assets (which encompasses both the system and the infrastructure).

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**V. Prevention of Unwarranted Invasion of Privacy**

To prevent an unwarranted invasion of personal privacy, the Records Access Officer may delete identifying details when records are made available. An unwarranted invasion of personal privacy includes but shall not be limited to:

1. disclosure of confidential personal matters reported to the Board which are not relevant or essential to the ordinary work of the Board;
2. disclosure of employment, medical or credit histories or personal references of applicants for employment, unless the applicant has provided a written release permitting such disclosures;
3. sale or release of lists of names and addresses in the possession of the Board if such lists would be used for private, commercial or fund-raising purposes;
4. disclosure of information of a personal nature when disclosure would result in economic or personal hardship to the subject party and such records are not relevant or essential to the ordinary work of the Board; or
5. disclosure of items involving the medical or personal records of a client or patient in a hospital or medical facility.

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Unless otherwise deniable, disclosure shall not be construed to constitute an unwarranted invasion of privacy when identifying details are deleted, when the person to whom records pertain consents in writing to disclosure, or when upon representing reasonable proof of identity, a person seeks access to records pertaining to him or her.

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**VI. Listing of Records**

Pursuant to Section 87(3)(c) of the Public Officers Law, the current records retention schedule for school districts, published by the Commissioner of Education, shall serve as the list by subject matter of all records in the possession of the school district, whether or not available under the law. The Superintendent or his/her designee, in consultation with the Records Management Officer, shall develop and disseminate department-specific guidance so that staff can implement this policy and regulation.

**VII. Litigation-Hold**

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

RETENTION OF DISTRICT OWNED RECORDS  
AND MATERIALS REGULATION

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The Superintendent will designate a "discovery" team, comprised of the school attorney, ~~Director of Technology and Data~~~~[insert appropriate title for the director of information systems for the school district]~~, the Records Access and Records Management Officers and other personnel as needed. The discovery team will convene in the event that litigation is commenced to plan to respond to the request for

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NYSSBA Sample Regulation 1120-R

records. The Superintendent, with assistance from the Director of Technology and Data ~~[director of information systems]~~, will ensure that measures are put in place to preserve applicable records.

~~Adoption date:~~

~~NYSSBA Sample Policy~~

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The Board of Education is a seven (7) member Board elected by School District residents. The term of each member of the Board is three (3) years. The terms of office of Board of Education members shall not all expire in the same year.

The Board of Education is a corporate body that oversees and manages the School District's affairs, personnel and properties. Its powers and responsibilities are held jointly. The Board of Education's actions must be expressed by resolutions or motions adopted or passed by a majority of the Board of Education at a legally called meeting.

Members of the Board of Education have legal authority for the conduct of the district schools only when acting as a body in a properly convened session. Board of Education members acting as individuals have no authority over personnel or school affairs.

Individual board members have only such power and responsibility as may, from time to time, be specifically delegated to them for a particular purpose by the Board as a whole. Otherwise, an individual board member is not empowered to set policies, make decisions, or give instructions to any employee of the school district. Direction and instruction from the corporate body shall in all instances be communicated to staff members through the Superintendent of Schools or his/her designee.

The Board of Education will not be bound in any way by an individual's statement or action unless the Board of Education, through an adopted policy or by a majority vote of Board of Education membership, has delegated this authority to the individual member.

The Board of Education is entrusted with the responsibility of developing policies under which the District is managed. The Board of Education has all the powers and duties stated in the Education Law and other applicable New York State law.

The Board of Education recognizes that a comprehensive accountability system is necessary to improve the effectiveness of the Board of Education in providing leadership and the highest quality educational and support services.

Consistent with its obligations and commitments, the Board of Education will:

1. receive regular reports by the Superintendent of Schools concerning School District grievances and operations.
2. evaluate the performance of the Superintendent of Schools in accordance with Board policy and the Board's agreement with the Superintendent of Schools.
3. evaluate progress toward the achievement of long-term and short-term goals and ensure that Board of Education policies and resources effectively support the vision of the Board of Education.
4. provide appropriate staff and Board of Education training opportunities.



5. fulfill governance responsibilities as required by state and federal law.

The Board of Education acknowledges that publicizing the Board of Education's progress and performance is important to maintaining the community's trust and support. The Board of Education is committed to keeping the public aware of such progress and performance.

Ref: Education Law § 1709 et seq

Adoption Date: October 24, 2018

Revised: January 27, 2021, 2022

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

## ANNUAL BUDGET VOTE AND SCHOOL BOARD ELECTIONS

Policy 9200

The vote on the annual budget and 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 unless, at the request of the Board, the Commissioner certifies no later than March 1<sup>st</sup> that the election would conflict with religious observances, and as such the election will be held on the second Tuesday in May. The polls shall be open for those hours designated by the Board of Education. The following items shall be voted upon:

1. the annual budget,
2. any vacancies on the Board of Education, and
3. any special propositions that have been properly presented.

Special elections may be called as authorized by law.

**Public Notice of Annual District Meeting.** The District Clerk must publish the time and place of the annual meeting four times within the seven weeks preceding the meeting. The first notice must be published at least forty-five (45) days before the meeting, in two newspapers, having general circulation within the School District. Such notice shall notify School District residents that they may obtain a copy of the budget, and provide a time and place where budgets will be available.

### Availability of Proposed Budgets

The budget shall be complete and available upon request to residents within the School District seven days before the budget hearing. The budget shall be completed at least fourteen days prior to the annual meeting, and copies thereof will be prepared and made available, upon request, to residents within the School District during the period fourteen days immediately preceding the meeting and at the meeting. The Board shall give notice that a copy of such statement may be obtained by any resident at each schoolhouse, public and free association library within the School District, and made available on the School District's website.

### Improper Advocacy

Electioneering during the hours of any vote is prohibited within the polling place or within 100 feet of any such polling place. Displays or handout items of any political nature, except those provided by law, shall be prohibited by any individual, group or organization in any school building on those days when the polls are open for voting on School District matters, including, but not limited to, the annual school budget, candidates for the Board of Education, special propositions, etc.

Voting shall be conducted at election districts as designated by the Board of Education.

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

## ANNUAL BUDGET VOTE AND SCHOOL BOARD ELECTIONS

Policy 9200

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### Voting Procedures

#### *Eligibility to Vote*

A person shall be entitled to vote in any School District election and in all matters placed upon the official ballot, if such person is:

1. a citizen of the United States;
2. at least eighteen (18) years of age;
3. a resident within the School District for a period of thirty (30) days next preceding the election at which such person desires to vote;
4. qualified to register or is registered to vote in accord with section 5-106 of the Election Law which excludes:
  - a) those convicted felons who have not been pardoned or had their rights of citizenship restored, those whose maximum sentence of imprisonment has not expired; and/or those who have not been discharged from parole;
  - b) persons adjudged mentally incompetent by a court.

Challenges to voters believed unqualified to vote may be undertaken pursuant to Education Law provisions. Each annual or special election or meeting shall have a presiding chairperson appointed by the Board of Education. Such chairperson or his/her designee shall have the responsibility of properly handling any challenges to the qualification of any voter.

#### *Voting*

All persons who seek to vote at school district meetings and elections must be personally registered to vote in accordance with the provisions of Education Law, section 2014. The Board of Education hereby designates the William L. Buck School, Election District 24-2 as the sole site for the purpose of preparing a register of eligible voters for meetings or elections during the hours and date annually specified by the Board of Education. Said date of registration shall not be more than fourteen (14) nor less than five (5) days preceding each school meeting or election.

Polling places shall open at 7:00 am on the day of the vote and shall close at 9:00 pm. The Board of Education has designated the following as the polling places in the School District:

Election District 24-1: Corona Avenue Firehouse

Election District 24-2: William L. Buck School

Election District 24-3: Brooklyn Avenue School

Election District 24-4: Robert W. Carbonaro School

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

## ANNUAL BUDGET VOTE AND SCHOOL BOARD ELECTIONS

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Voting machines shall be used for recording the votes on all elections, budget votes, and votes on special propositions. The only exception to the use of voting machines shall be an emergency situation whereby the machines are unavailable due to a mechanical failure, where the machine has reached its capacity for receipt of ballots, or state or local law prohibiting their use. If this should arise, paper ballots will be used.

Each voting machine shall have at least two (2) election inspectors appointed by the Board of Education in attendance during all voting hours. It shall be the duty of the District Clerk and assistant clerk or clerks to keep a poll list containing the name and legal residence of each person before such person is permitted to vote.

Entering the privacy booth for voting with another person is prohibited, except upon request from a voter, in which case an election inspector shall be allowed to enter the privacy booth for voting with that voter for the sole purpose of assisting that person with the completion of the ballot and casting of his/her vote. The election inspector shall not advise or induce such voter to vote on any proposition or candidate, and the election inspector shall never reveal the vote(s) recorded by the voter to any other person at any time.

Write-in ballot slots are required. Ballots containing the names of nominated candidates will be provided by the Board of Education. On a paper ballot, one blank space will be provided under the name of the last candidate for each office so that voters may vote for candidates who have not been nominated for the offices to be filled at the election. There will be as many write-in slots as there are vacancies at the time of election.

The writing in of a name in the blank space so provided, together with the shading of the space noted for a write-in vote, will sufficiently indicate a vote. The School District cannot require a voter to place any other mark beside the name of a write-in candidate.

### *Absentee Ballots*

The Board of Education provides for the use of absentee ballots for voting. Such ballots shall be available for the election of members of the Board of Education, the adoption of the School District budget, and on questions and propositions submitted to the voters of the School District. The application must be received by the District Clerk at least seven (7) days prior to the election, if the ballot is to be mailed to the voter; or the application must be received by the day before the election, if the ballot is to be personally delivered. The application must be completed and returned, and the individual must verify therein that he/she meets all voting requirements, and explain the reason for his/her inability to appear in person to vote.

In particular, the individual must explain that he/she will be unable to appear to vote in person on the day of the School District election because:

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

## ANNUAL BUDGET VOTE AND SCHOOL BOARD ELECTIONS

Policy 9200

1. he/she will be a patient in a hospital, or unable to appear personally at the polling place on such day because of illness or physical disability;
2. his/her duties, occupation, business, or studies will require him/her to be outside of the county or city of his/her residence on such day;
3. he/she will be on vacation outside the county or city of his/her residence on such day; or
4. he/she will be detained in jail awaiting action by a grand jury; awaiting trial; or is confined in prison after conviction for an offense other than a felony.

The School District shall request registration lists from the Board of Elections for those voters whose registration record has been marked "permanently disabled" and shall automatically mail absentee ballots to such voters in advance of each School District vote or election.

### Voter Initiated Propositions

Any resident or group of residents who wish to place a question or proposition on the ballot for consideration of the electorate of the School District, shall submit same in the form of and as part of a written petition which must be filed with the District Clerk.

Said petition must be signed by not less than 100 qualified voters of the School District or 5% of the number that voted in the previous election, whichever is greater. If the proposition or question is to be included in the Notice of Annual District Election and Budget Vote, it must be filed not later than ~~ninety~~<sup>sixty</sup> (690) days prior to the date of the election and vote. If it is not to be included in the Notice of Annual Election and Budget Vote, it must be filed not later than ~~sixty~~<sup>thirty</sup> (360) days prior to the date of the vote.

Petitions shall state the proposition to be submitted in clear, concise and unambiguous language. If the proposition requires the expenditure of money, it shall include a statement of the specific sum of money to be appropriated to meet the expenditure. The Board of Education may reject any proposition if the purpose of the proposition is illegal, not within the power of the voters, or where the expenditure of money is required by the proposition and the proposition fails to include the necessary specific appropriation.

Where a special district meeting is to be called pursuant to a proper voters' petition, the meeting is called by giving notice within twenty (20) days after submission of the petition. Such special meeting must be called within thirty (30) days of the receipt of such petition.

The Board of Education reserves the right to submit the entire proposition as submitted or to summarize or condense same for convenience of submitting same on the voting machine.

Cross Ref: Policy 8250 Code of Ethics

**VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR**

**ANNUAL BUDGET VOTE AND  
SCHOOL BOARD ELECTIONS**

**Policy 9200**

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**Ref:** Education Law §§ [416\(3\)](#); [1608\(2\)](#); 1709(17); [1716](#); [1804\(4\)](#); [1906\(1\)](#); 2002; [2003\(1\)\(2\)](#); [2004](#); [2009](#); 2012; 2014; 2018; 2018-a; 2018-b; 2018-c; 2019; 2019-a; 2020; [2021](#); [2022](#); 2025; 2031; 2031-a; 2032(2)(e); 2035; 2102; 2103; 2113; [2601](#)  
[Election law §§ 5-102; 5-106](#)  
[General Construction Law §60](#)  
[Phillips v. Maurer, 67 N.Y.2d 672 \(1986\)](#)  
[Appeal of the Bd. of Educ. of the Greenwood Lake UFSD, 47 EDR 446 \(2008\)](#)  
[Matter of Hebel, 34 EDR 319 \(1994\)](#)  
[Matter of Martin, 32 EDR 567 \(1993\)](#)  
[Matter of 30 EDR 214 \(1990\) Como](#)

**Adoption date:** October 24, 2018

**Revision date:**

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BOARD OFFICERS AND COMMITTEES

POLICY 9350

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**Board of Education Officers**

The officers of the Board of Education will be a President and a Vice President. At the annual reorganization meeting, the members of the Board of Education will elect from among their own, by majority vote, the officers to serve until the next annual reorganization meeting. They will take their oaths as officers at this meeting, along with those newly elected members whose term of office begins on July 1 of the school year.

**President**

The President is the chief officer of the School District and will perform all duties required by the laws of the State of New York. Except as may otherwise be provided, the President will preside at all meetings, appoint members to all committees, be a member *ex officio* of all committees, execute all documents on behalf of the Board of Education, set the agenda for all meetings in consultation with the administration, and exercise all other powers and perform all other duties customarily pertaining to the office of President. The President will cast a vote upon all questions before the Board of Education and will have the right, in his/her discretion, to take part in the debate on any question under consideration.

**Vice President**

In the event of the absence or disability of the President, the Vice-President will have the power to perform the duties and exercise the powers of the President. In the case of vacancy in the office of the President, the Vice-President will act as President until a President is elected.

**Appointments to the Valley Stream Central High School Board**

The School District is one of three component school districts, together with Valley Stream School Districts Thirteen and Thirty, which constitute the Valley Stream Central High School District.

Each of the Valley Stream component districts send three of its Board of Education members to serve on the Valley Stream Central High School Board. Together, the nine board members constitute the Valley Stream Central High School Board of Trustees.

At its Annual Reorganization Meeting the Board of Education will select three (3) of its members to serve on the Valley Stream Central High School Board. This is an annual appointment that may, or may not, be renewed.

Any incumbent member of the Board of Education will advise the entire Board of Education of his/her interest in serving on the Valley Stream Central High School Board in writing prior to the May Businesspublic meeting of the School District preceding the Annual Reorganization Meeting. The entire Board of Education will consider a candidate's interest in serving on the Valley Stream Central High School Board at its June work session.

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BOARD OFFICERS AND COMMITTEES

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In the event that there are more than three (3) Board of Education members demonstrating an interest in serving on the Valley Stream Central High School Board, selection will be made by a majority vote of the Board of Education at its annual Reorganization Meeting.

In the event of a vacancy, for any reason, the President of the Board of Education, in consultation with the entire Board of Education, will appoint a member of the Board of Education to fulfill the balance of the term.

~~In the event that one of the Board of Education members who was appointed to serve on the Valley Stream Central High School Board is or will be unable to serve for two (2) or more consecutive months, the Board of Education may temporarily appoint one of its Board of Education members to serve in the absent member's place until the Board of Education member's return.~~

**Appointed Board of Education Officers**

At the annual reorganization meeting, the Board of Education will appoint, for a period of one (1) year, at designated salaries, a District Clerk and a District Treasurer. These Board of Education officers will perform all duties required by the laws of the State of New York and by School District policies and all other duties that the Board of Education may require from time to time.

**School District Treasurer**

The School District Treasurer will perform all duties required by the laws of the State of New York and School District policies and will perform other functions that the Board of Education may require from time to time. The Treasurer will be bonded. The duties of the Treasurer include, but will not be limited to:

- ~~1. Maintaining a cash book that will contain a record of all receipts and expenditures as required by the regulations of the Commissioner of Education.~~
2. The Treasurer coordinates with ~~the District Clerk and~~ the Business Office regarding the maintenance of supporting records.
- ~~3. Maintaining a file of vouchers covering payment of all School District obligations, in coordination with the Business Office.~~
- ~~4.3. With assistance of the Business office,~~ Issuing receipts for all funds received by the School District as required by the regulations of the Commissioner of Education.
- ~~5.1.~~ Rendering to the Board of Education a monthly Treasurer's Report showing the balance of funds on hand at the beginning of the month, total receipts and withdrawals from the bank accounts during the month and balance on hand at the end of the month. In addition, the Treasurer's duties include preparing a monthly cash reconciliation report for each account showing all individual receipts and disbursements that supports and agrees with the total figures on the Treasurer's Report. The Treasurer will also submit a monthly



VALLEY STREAM UNION FREE SCHOOL DISTRICT ~~TWENTY-FOUR~~TWENTY-FOUR

BOARD OFFICERS AND COMMITTEES

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budget status report as directed by the Board of Education. The Treasurer should highlight any deviation in actual fiscal conditions from planned fiscal conditions and offer recommendations to the Board of Education to remedy the situation.

- ~~6.5. Signing all checks issued in payment of authorized obligations of the School District and comply with New York State Education laws and regulations of the Commissioner of Education regarding proper signatures.~~
- ~~7.6. Managing and projecting cash flow requirements to be sure ample funds are available in the bank accounts to meet bills, payrolls, payment of loans; etc. at the appropriate time.~~
- ~~8. Completing and submitting to the appropriate tax bureau all weekly, bi-monthly, quarterly and annual Federal, State, City and County tax reports and returns~~
- ~~9. Managing debt financing, including paying bonds and coupons on schedule, when due, and maintaining appropriate records.~~
- 10.7. Managing the School District's investment program and arranging for the investment of funds when available in Time Deposit Certificates, Repurchase Agreements and other instruments authorized by the Commissioner of Education, the State Comptroller's regulations and Board of Education policy. Operation of this program requires forwarding projection of School District fiscal needs, making authorized loans when appropriate, analyzing expected interest rate movement and seeking the maximum return while maintaining safety and immediate liquidity. The program requires preparation of documentation, letters and other support records and liaison with banks and financial institutions.
- 11.8. Periodic reports on the status of the program are prepared for the Board of Education. The Treasurer will periodically monitor, to the extent practical, but not less than annually, the financial strength, credit-worthiness, experience, size and any other criteria of importance to the School District, of all institutions and trading partners through which the School District's investments are made.
- ~~12. Participating in financial areas of the annual budgeting process with the School District's Assistant Superintendent for Business.~~
- ~~13. Working on and participating in all audits conducted by the School District's private accountants, State Education Department and State Comptroller's Office. Signing and submitting the School District's annual financial reports to the State Education Department. Submitting copies of these reports to the bank and explains their contents.~~
- ~~14. Preparing special reports and correspondence related to School District financing.~~
- 15.9. Attending meetings of the Board of Education upon a timely request by the Board of Education President.
- 16.10. Maintaining close coordination with the Board of Education, Superintendent of Schools, Assistant Superintendent for Business, District Clerk and the administrative staff.

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School District Clerk

The School District Clerk is a School District employee and will have the duties set forth in Education Law Section 2121 and any additional duties assigned by the Board of Education. The

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BOARD OFFICERS AND COMMITTEES

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Board of Education President will, in most instances, be the Board of Education's liaison with the School District Clerk. The School District Clerk's duties include, but are not limited to, the following:

1. Board of Education Meetings:

- a. Attending all public (regularly scheduled and special) meetings of the Board of Education and recording minutes of same. Recording minutes will include keeping records, by name, of those Board of Education members in attendance.
- b. Preparing minutes of Audit Committee meetings based on information provided by the Superintendent of Schools.
- c. Sending notices of special School District meetings to Board of Education members.
- d. ~~d.~~ Preparing minutes of the meetings of the Board of Education, obtaining approval of the minutes by the Board of Education at the next meeting. At the Board of Education's direction, notifying news media of all regular and special meetings, giving information data on time, place and purpose of the meetings. Posting notices and required information regarding all meetings.
- e. Preparing agenda and related materials prior to Board of Education meetings (including duplicating and collating materials and transmitting same on Fridays prior to meetings).
- f. Providing meeting supplies for the Board of Education and the public (agendas, welcome materials, signs, pads, pencils; etc.). Maintaining a folder of materials to be signed by Board of Education President.
- g. Notifying the Board of Education members of every resignation duly accepted by the Superintendent of Schools.

2. School District Records:

- a. Executing documents at the Board of Education's direction, when the School District Clerk's signature is required.
- b. Maintaining Board of Education files and records.
- c. The Records Access Officer shall be the District Clerk.
- ~~b.d.~~ The Records Access Officer, or his/her designee, is responsible for assuring appropriate response to public requests for access to records and is designated to receive requests for records of the Board of Education and make such records available for inspection or copying when such requests are granted. District Records Access Officer—compiling and handling any FOIL Requests.

3. Annual & Special Meetings:

- a. Acting as Chair Pro Tempore at the annual reorganization meeting until a President is elected. Administering oaths of office, as required.
- b. Having responsibility for all phases of the Annual and Special elections, including:
  - i. Giving notice of Budget Hearings.
  - ii. Annually reviewing registration books to remove obsolete registrations.
  - iii. Supervising preparation of lists of eligible voters.
  - iv. Updating rules and regulations of voting.
  - v. Arranging for securing County Voter Registration Lists and conforming them to election districts in the School District.
  - vi. Arranging for printing of legal notices of annual meeting and checking proofs of publication in newspapers as required by law.
  - vii. Arranging for hiring necessary personnel for registration and vote and preparing letters of confirmation to those hired.
  - viii. Arranging for rental of voting machines and printing of ballots following review and approval by counsel.
  - ix. Receiving nominating petitions for election of trustees and conducting a lottery for position on ballot.
  - x. Sending candidates the required Expenditure Disclosure Form and filing accordingly.
  - xi. Supervising registration periods, including visiting each location and giving each teller and registrar a break.
  - xii. Preparing materials for election (pens, lists, maps; etc.)
  - xiii. After registration day and before election, placing new cards in books and preparing lists of new registrants.
  - xiv. Having responsibility for absentee ballots.
  - xv. Supervising the School District election, including visiting each polling place at least twice during the course of the election and being available to resolve any registration issues.
  - xvi. Maintaining voting results and notifying other districts of the results. Advising various authorities of election results by letter.
  - xvii. Notifying elected Board of Education members of their status and terms of office ~~by letter of confirmation.~~
  - xviii. Preparing the annual Board of Education roster.

4. Miscellaneous:

- a. Every third year, acting as Secretary to the joint meetings of the local boards of education.
- b. Having responsibility for reservations and registrations for all Board of

- Education conferences and trips as directed by the Board of Education.
- c. Scheduling ~~requested~~ Board of Education interviews.

**Standing Board Committees**

The President will appoint whatever committees are necessary for expediting the business, duties, and responsibilities of the Board of Education. Committees will report to the Board of Education and make recommendations for Board of Education ~~action, but~~ action but will have no other authority. The Board of Education may at any time, by resolution, establish additional committees and define the scope of their responsibility. If additional committees are established, the President is required to appoint the committee. Members will not refuse committee appointment, except for compelling reasons. All committees are discharged by June 30<sup>th</sup> of each year. The following are the standing committees of the Board of Education:

- A. Education
- B. Finance
- C. Legislation
- ~~D.~~ Policy
- ~~D.E.~~ DEI Committee

Adoption Date: March 27, 2019

Revised:

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**TYPES OF MEETINGS**

**I. ANNUAL REORGANIZATION MEETING**

**Time and Place of Meeting**

The Board of Education recognizes its obligation to hold an annual reorganizational meeting. The purpose of such meeting shall be to elect officers of the Board of Education and make the appointments and designations necessary for the proper management of the School District during the school year. The Board of Education shall also perform such annual functions as designated by law.

The Annual Reorganization meeting of the Board of Education shall be held on the first Tuesday in July of each year (unless it is a legal holiday in which event it shall be held on the first Wednesday in July) except in any year in which the Board of Education, in order to assure maximum attendance by the trustees, by resolution determines to hold said reorganization Meeting on another date during the first fifteen (15) days of July.

Notice of time and place of the meeting shall be given to the public in advance of the meeting.

**Call to Order and Election of Officers**

The annual reorganization meeting shall be called to order by the District Clerk, or in his/her absence, by counsel for the School District, who shall preside until the election of a new president. The newly elected president shall then take the chair and conduct the remainder of the meeting.

-There shall be two officers of the Board of Education, a President and a Vice President.

**Oath of Office**

The Oath of Office shall be administered to the new members of the Board of Education and newly elected members of the Board of Education by the District Clerk immediately after the meeting is called to order.

**Order of Business**

The meeting shall proceed as outlined by the Annual Reorganization Meeting agenda and the Board of Education will transact all business required to be transacted at the Reorganization Meeting in accordance with the laws of the State of New York.

**II. WORK SESSIONS AND BUSINESS -MEETINGS**

Work session and business meetings of the Board of Education will be held as scheduled and adopted at the annual reorganization meeting. By majority vote of the Board of Education, the

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

## BOARD OF EDUCATION MEETINGS - TYPES, AGENDAS, PROCEDURES AND MINUTES

POLICY 9400

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time and location of meetings may be changed. Additional meetings may be called with notice given as soon as is practical in accordance with law.

The Board of Education generally conducts two (2) meetings per month. The first meeting of the month is a work session meeting of the Board of Education. Members of the public are not permitted to address questions or concerns at the Board of Education's work session meeting. The second meeting of the month is the Board of Education's business meeting. At the Board of Education's business meeting, residents of the School District may address any questions or concerns prior to convening the business portion of the meeting. At all meetings, the residents of the School District may speak on matters which are listed on the agenda prior to the completion of the business portion of the meeting. Moreover, the President of the Board of Education may, following a report on a major curricula or administrative matter, call for brief public comment.

In the event that a meeting date falls on a legal holiday, interferes with other area meetings, or there is an inability to attend the meeting by Board of Education members to the extent that a quorum would not be present, the regularly scheduled meeting shall be postponed and the Board of Education shall select a date for rescheduling the meeting. The District Clerk shall notify all members of the Board of Education of the rescheduled date for the meeting.

All meetings of the Board of Education are open to the public and representatives of the media.

### Agenda for the Board of Education's Business Meeting

The Superintendent of Schools, after consulting with the Board of Education President, will prepare the agenda for all Board of Education meetings. Future agenda items may be suggested by a Board of Education member or the Superintendent of Schools.

The agenda, together with supporting materials, will be distributed to Board of Education members by the Friday preceding the scheduled meeting, if possible. The agenda and appropriate materials will also be made available, to the extent practical, on the School District's website. Whenever the Board of Education President or other members of the Board of Education wish to bring a matter to the attention of the Board of Education, such request should be made to the Board of Education President so that the same can be placed on the agenda. Whenever individuals or groups wish to bring a matter to the attention of the Board of Education, such request shall be addressed in writing to the Superintendent of Schools. The Superintendent of Schools shall present such matter to the Board of Education President.

~~Items added to the agenda after it has been distributed to Board of Education members and the public will be listed on an Addendum. Such items may be excluded by majority vote of the Board of Education members present.~~

The Agenda for all meetings of the Board of Education shall include ~~a report by the District Clerk regarding correspondence which has been received, an item entitled Correspondence.~~ Correspondence ~~readlisted~~ shall include letters directed to the Board of Education or specific Board of

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

## BOARD OF EDUCATION MEETINGS - TYPES, AGENDAS, PROCEDURES AND MINUTES

POLICY 9400

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Education members or letters to the Superintendent of Schools that are copied to the Board of Education. Anonymous correspondence will not be acknowledged on the agenda. Advertisements and correspondence of a general nature shall be shared with the Board of Education during work sessions, but shall not be listed on the agenda.

The President of the Board of Education will exercise discretion in determining whether to read the entire correspondence, or parts thereof, or to provide a synopsis of the correspondence.

The agenda for the Board of Education's business meeting shall include routine business items upon which the Board of Education must act, items to keep the Board of Education advised of matters of broad School District-wide importance, and any other items that involve the legislative function of the School District.

Items of business may be suggested by Board of Education members, the Superintendent of Schools and his/her staff. Items of business may not be suggested from the floor for discussion and/or action at that same meeting except at the discretion of the Board President or a majority of the Board of Education.

Items selected for the agenda shall include those for long range planning as well as for the immediate needs of the school system.

### III. SPECIAL MEETINGS

Special Meetings of the Board of Education are meetings with a limited agenda. Some special meetings may be scheduled long in advance, while others may need to be convened at short notice. Special meetings of the Board of Education may be called ~~by a Trustee through the by~~ Board of Education President; by a Trustee upon consent of the Board of Education President; or ~~or~~ upon the request of the Superintendent of Schools when the issue to be discussed cannot await discussion at the next regularly scheduled business or work session meeting of the Board of Education. The Board of Education will endeavor to hold the special meeting as soon as practicable. The business to be transacted shall be clearly stated in the call and no other business shall be considered unless all members of the Board of Education are present and agree.

#### Agenda for a Special Meeting

The agenda for a special meeting shall be determined at the time the meeting is decided upon and shall contain such items as then specified. The items on the agenda for a Special Meeting shall be listed in the Meeting Notice.

### IV. PUBLIC HEARINGS

Public Hearings will occasionally be scheduled for receiving community input regarding an issue under consideration by the Board of Education. No action will be taken at a public hearing, although action could be taken at the Board of Education's business meeting or a special Meeting

# VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

## BOARD OF EDUCATION MEETINGS - TYPES, AGENDAS, PROCEDURES AND MINUTES

POLICY 9400

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of the Board of Education, convened immediately following the Public Hearing.

### **Agenda for a Public Hearing**

The agenda for a public hearing shall contain discussion only of those items identified at the time the meeting was decided upon. The items on the agenda for a public hearing shall be listed in the Meeting Notice.

### **V. OPEN MEETINGS LAW**

All meetings of the Board of Education shall be conducted pursuant to law. Meetings of the Board of Education shall be open to the public, except that the Board of Education may hold executive sessions in accordance with law.

Executive Sessions, which are permissible for a limited number of specific purposes, are closed to the public and to representatives of the media. The Board of Education reserves the right to invite guests to attend these meetings.

### **VI. MEETING NOTICES**

#### **BOARD OF EDUCATION MEMBERS**

Pursuant to the Open Meetings Law, notice of the time and place of meetings of the Board of Education scheduled at least one (1) week prior to the meeting, will be available to the public and news media at least seventy-two (72) hours before the meeting. Records to be discussed at a meeting including the agenda will be made available to members of the public who request copies and posted on the District's website, to the extent practicable, at least 24 hours prior to the meeting. The agenda, where practical, will be posted on the School District's website

Public notice of the time and place of all other meetings of the Board of Education and committees of the Board of Education (not scheduled at least one (1) week in advance) will be given, to the extent practicable, to the public and news media and posted on the School District's website at a reasonable time prior to the meeting.

If a member of the Board of Education will be participating by videoconference as permitted by the Open Meetings Law, the public notice for the meeting will inform the public that videoconferencing will be used, identify the locations for the meeting and state that the public has the right to attend the meeting at any of the identified locations.

If a meeting of a committee of the Board of Education, which is composed of both Board of Education and non-Board of Education members, includes a number of Board of Education members sufficient to be a quorum of the Board of Education itself, that meeting is subject to the Opening Meetings Law. Such meetings will be posted in accordance with Paragraphs 1 and 2 above.



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Notice of the date, time, and place of every Board of Education Meeting shall be given to all Board of Education members by the District Clerk or President not less than twenty-four (24) hours before the meeting; but such notice may be waived by any member, either in writing or by his/her attendance at the meeting.

### THE COMMUNITY

All meeting notices shall be developed by the District Clerk or his/her ~~designee, and designee~~ and posted at the School District's Administrative Offices and on the School District's website. The District Clerk will forward a schedule of the meetings of the year to the official School District newspaper. ~~and place a notice on the School District's website.~~

### VII. QUORUM

Four (4) members shall constitute a quorum at any meeting of the Board of Education. If a quorum is not present within twenty (20) minutes after the time set for a meeting, the members then in attendance may adjourn, either without setting a date, or setting a date before the next scheduled meeting. If a date is set, then a Meeting Notice will be issued in accordance with this policy.

### VIII. DETERMINATION OF, AND PREPARATION OF, AGENDAS FOR MEETINGS

The "agenda" for a meeting of the Board of Education is the list of items to be discussed at that meeting. The planning and development of the agenda for a Board of Education meeting is the responsibility of the Superintendent of Schools in consultation with the Board of Education President. The preparation of, and distribution of, the agenda is the responsibility of the District Clerk.

### IX. DISTRIBUTION OF THE MEETING AGENDAS

The agenda packet shall include these items:

- a meeting notice announcing the date, time, and location of the meeting.
- an agenda, listing the order of business of the meeting.
- background materials, when the Superintendent of Schools decides that clarification is necessary or desirable.

The agenda packet shall be transmitted to Board of Education members prior to the meeting unless otherwise agreed upon by the Superintendent of Schools and the Board of Education President. It is expected that each member of the Board of Education will be prepared by the meeting to discuss and to act on each item on the agenda. If any Board of Education member has a question or requires additional information on any agenda item, the Superintendent of Schools should be advised before the meeting so that all desired information can be available by the

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meeting.

The agenda will be available on the School District's website, to the extent practical, for the public to view before the meeting.

### **X. PROCEDURES AND VOTING AT MEETINGS**

#### **GENERAL**

Robert's Revised Rules of Order shall be the guide for the Board of Education in deciding questions of Parliamentary Procedure not expressly provided for.

#### **VOTING AND MOTIONS AT BOARD OF EDUCATION MEETINGS**

In all matters, whether procedural or substantive, a majority vote of four (4) votes shall be required to pass a motion.

Board of Education members are requested to vote "Yes" or "No" on all matters except in cases of conflict of interests.

A Board of Education member may request that a complex motion be subdivided, enabling him/her to vote "Yes" on some parts and "No" on others.

An abstention will indicate conflict of interest, an ethical or moral dilemma unresolved by division of the questions or other reason personal to the Board of Education member abstaining. An abstention will count as a "No" vote in a tie-breaking situation, unless it is a conflict of interest situation where it will not be counted.

Ordinarily, voting shall be by hand vote, with the result to be determined by the President. At the discretion of the Board of Education President, or by request of any Board of Education member, a roll call vote shall be taken, the vote of each member to be recorded in the minutes of the meeting. On a roll call vote, the Board of Education President shall vote.

### **XI. PUBLIC PARTICIPATION AND INPUT AT BOARD OF EDUCATION MEETINGS**

The Board of Education, as a representative body of the School District, wishes to provide an avenue for residents of the School District to express their interests and concerns for the schools. Accordingly, the Board of Education cordially invites the public to attend, and encourages the public to participate at its regularly scheduled business meeting.

#### **GENERAL OVERVIEW**

The Board of Education recognizes its responsibility to conduct the business of the School District in an orderly and efficient manner and will, therefore, require reasonable controls to regulate

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public presentations to the Board of Education. This section of the policy is developed to provide general guidelines for procedures at the meetings; however, the President of the Board of Education is ultimately responsible for the orderly conduct of the meeting and shall rule on such matters as the time to be allowed for public discussion, the appropriateness of the subject being presented and the equitability of time for making particular points. The Board of Education as a whole shall have the final authority for deciding the appropriateness of all such rulings.

### BRINGING NEW ISSUES TO THE BOARD OF EDUCATION

Occasionally, residents might wish to bring to the Board of Education an issue that is not under active consideration by the Board of Education. Because almost every issue brought by residents before the Board of Education will involve either School District operation or Board of Education policy, residents are asked to advise the Superintendent of Schools or his/her designee of their concerns and questions before coming to the Board of Education.

### PERSONS ELIGIBLE TO SPEAK BEFORE THE BOARD OF EDUCATION

The following people are eligible to address the Board of Education, in accordance with the rules established herein:

1. All residents of the School District, including students enrolled in School District schools; and
2. Any other person, if authorized by a majority vote of the Board of Education.

### PROCEDURE FOR ADDRESSING THE BOARD OF EDUCATION

In keeping with its philosophy of open communication and informed decision making, the Board of Education welcomes input from the residents of the School District. However, it is important to note that while the Board of Education meets in public, it is not a meeting of the public. Accordingly, the Board of Education reserves the right to limit the time set aside for public comment. Respectful input and behavior by residents of the School District is appropriate and expected at all times. We ask all guests and attendees to be mindful of appropriate behavior, and observe the following rules at Board of Education Meetings.

- Speakers must wait until they are recognized by the Board of Education President before speaking.
- The President reserves the right to ask an individual who is rude, disrespectful and/or disruptive to not continue his/her comments.
- Debate between members of the audience and/or Board of Education members is ~~inappropriate, and inappropriate and~~ will not be permitted.
- The Board of Education will not permit discussion involving individual district

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personnel, students or community members. Persons wishing to discuss matters involving individual district personnel or students should contact the Superintendent during regular business hours.

- Individuals or groups deemed to be taking an inordinate amount of time will also not be allowed. Time limits may be imposed on all discussions to facilitate the Board of Education's ability to tend to its agenda. Speakers shall identify themselves or the group they represent along with the item they wish to discuss.
- Unruly or disruptive members of the audience of a meeting of the Board of Education may be removed at the discretion of the President.

The Board of Education welcomes comments and questions from residents of the School District. Accordingly, the Board of Education generally provides those present at meetings of the Board of Education with an opportunity to address the Board of Education and make statements and/or ask questions. The Board of Education makes no representation regarding the validity or accuracy of such ~~statements, and statements and~~ cannot be responsible therefor. In addition, any such statements do not necessarily reflect the position of the Board of Education and shall not be regarded as representative of the Board of Education's views.

### Being Recognized

Any resident of the School District wishing to speak during the public comment periods of the Board of Education's business meeting shall make a request to speak in accordance with the procedures established by the Board of ~~Education, and Education and~~ shall wait to be recognized by the President of the Board of Education. When it is evident that several people may wish to speak on a topic, such as at a hearing, the Board of Education reserves the right to request that comments are consolidated.

### Identification

Upon being recognized by the President, the person wishing to speak shall identify him/herself and shall provide, as requested by the Board of Education President, any information relating to his/her eligibility to address the Board of Education.

### Time Limit

The normal time limit allotted for individual speakers shall be three (3) minutes. The Board of Education may, in its discretion, decrease or increase the time allotted for individual speakers.

### CERTAIN REMARKS OUT OF ORDER

Charges and Complaints. No person shall present orally, or discuss at any Board of Education meeting, charges or complaints against individual employees, directly or indirectly.

**XII. MINUTES**

Minutes of all meetings of the Board of Education shall be recorded in accordance with the provisions of the Public Officers Law. The minutes of Board of Education meetings shall be as brief as possible and record all action taken by the Board of Education, including the votes of individual members if the decision is not unanimous. The Superintendent of Schools or his/her designee and Board of Education President shall review the final draft of the minutes to ensure that all necessary items have been included and that the draft is concise and fair.

The format and style of the minutes shall follow the pattern of the agenda for the meeting. Each item of business shall be numbered for easy reference.

The minutes shall be delivered to Board of Education members within fourteen (14) calendar days after the ~~meeting, and meeting and~~ shall be corrected as necessary and adopted by the Board of Education at the next Board of Education business meeting.

When minutes are prepared for Board of Education review, but not yet acted upon by the Board of Education, they shall be considered as "unofficial" minutes, ~~and shall be so marked.~~

Unofficial minutes will be included as part of the agenda packet for the Board of Education's business meeting at which they will be considered for adoption by the Board of Education.

After adoption, the minutes shall be maintained as official Board of Education records in accordance with law. In addition, official minutes shall be posted on the School District website. As official records of the Board of Education, the minutes shall reflect the dignity and professionalism of the Board of Education.

Ref: Public Officers Law §100 *et seq*  
Education Law § 1707 *et seq*

Adoption Date: November 28, 2018

Revised: December 15, 2020

Revised: