

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

BUSINESS MEETING

WILLIAM L. BUCK SCHOOL
June 8, 2022

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

Others Present: Superintendent Dr. Don Sturz, Assistant Superintendents Dr. Jack Mitchell, Dr. Lisa Conte, Principals Johanne Gaddy, Rosario Iacono and Dr. Scott Comis. School District Attorney Joe Lilly, Director of Pupil Services Dr. Robert Mueller. Also present were several Teachers, Staff and Students for the Presentation of Presidential Awards

Absent With Prior Notice: None

I. CALL TO ORDER

The Business Meeting was called to order at 6:45 PM, at the William L. Buck School, by President Pellicane.

Motion to enter Executive Session at 6:45 PM was made by Vice-President Maier, seconded by Trustee Wilson, to discuss Personnel and Contractual obligations. Motion unanimously carried.

Motion to adjourn Executive Session at 7:30 PM was made by Vice-President Maier, seconded by Trustee Hernandez. Motion unanimously carried.

The Business Meeting was reconvened at 7:36 PM, at the William L. Buck School by President Pellicane.

II. – VI. INFORMATIONAL ITEMS:

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

Motion made by Vice- President Maier, seconded by Trustee Hernandez, to approve the Minutes of May 25, 2022, June 1, 2022 and June 6, 2022 Special Meeting. Motion unanimously carried.

Correspondence Report from the District Clerk: The District Clerk received the following correspondences –

May 27, 2022 – I received an email from Ms. Arroyo regarding the school security and a response was sent.

May 31, 2022 – I received another email from Ms. Arroyo regarding school security.

June 1, 2022 – I received an email from Ms. Arroyo regarding Pride Month.

Superintendents Report: Dr. Sturz opened the meeting welcoming all Students, Staff and Families to tonight's board meeting. Dr. Sturz spoke about the upcoming graduation of the three schools and the last days of school that are approaching.

PROGRAM:

Presentation of Presidential Awards

Dr. Sturz welcomed Dr. Lisa Conte who welcomed the sixth-grade teachers who presented students receiving the President's award for educational excellence and President's award for educational achievement for all their hard work.

Dr. Lisa Conte welcomed Principal Dr. Coinis to present to the Brooklyn Avenue Students receiving the President's award for educational excellence and President's award for educational achievement.

Dr. Lisa Conte welcomed Principal Joanne Gaddy to present to the William L. Buck Students receiving the President's award for educational excellence and President's award for educational achievement.

Dr. Lisa Conte welcomed Principal Iacono to present to Robert Carbonaro students receiving the President's award for educational excellence and President's award for educational achievement.

Dr. Sturz had the audience take a 5-minute recess to congratulate students.

VII. LIST OF ITEMS FOR ACTION:

A. PERSONNEL – MARKUS WILSON

Motion made by Trustee Wilson, seconded by Vice-President Maier, to move item # 1 as listed. Motion unanimously carried.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Jennifer Biscardi, District Clerk, effective June 30, 2022.

Motion made by Trustee Wilson, seconded by Vice-President Maier, to move items # 2 - # 8 as listed. Motion unanimously carried.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Marc Levenson, an Elementary Music Teacher, effective June 30, 2022.

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

Corliss Danas
Margaret Sommella
Marijo Sensale (Substitute)

4. BE IT RESOLVED, upon the recommendation of the Superintendent of School, the Board of Education approves the following to be assigned as custodial summer helpers, effective June 27, 2022, at the appropriate rate/scale of pay according to salary set by Board of Education:

Danny Neri
Dylan Prashad
Dylan Kinzer
Sean Lengyel (pending Civil Service & Fingerprint Clearance)
Samuel Fajardo (pending Civil Service & Fingerprint Clearance)
Wadud Iqbal (pending Civil Service & Fingerprint Clearance)
Aliyah Flemmings (pending Civil Service & Fingerprint Clearance)
Melissa Innocent (pending Civil Service & Fingerprint Clearance)

5. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following to be assigned as custodial summer helper, effective July 1, 2022, at the appropriate rate/scale of pay according to salary set by Board of Education.

John Mignott

6. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves leave without pay for Karen Brass, effective May 20, 2022 through May 31, 2022.

7. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the appointment of Marisa Pollock as a Leave Replacement retroactive to May 20, 2022, through May 31, 2022. Compensation at Step 1 MA in accordance with Valley Stream Teachers Association (VSTA).

8. 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 2021-2022 School Year:

TEACHER:

Brittany Boase
Alyssa Manthos

Motion made by Trustee Wilson, seconded by Vice-President Maier, to move item # 9 as listed. Motion unanimously carried.

9. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Ashleigh Jones, effective August

31, 2022, as an Elementary Classroom Teacher holding a Certificate for Early Childhood Education (Grades 1-6), and Literacy (Birth-Grade 6) for a 4-year probationary period. Her probation expiration will be August 30, 2026*. Compensation will be at Step 1 MA+30 in accordance with the current negotiated agreement between the Valley Stream Teachers' Association and the Board of Education.

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

Motion made by Trustee Wilson, seconded by Vice-President Maier, to move item # 10 as listed. Motion unanimously carried.

10. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Gabrielle Delpriore, effective August 31, 2022, as an Elementary Reading Teacher holding a Certificate for Early Childhood (Birth-Grade 2), Childhood Education (Grades 1-6), Students with Disabilities (Grades 1-6), Literacy (Birth-Grade 6), and Literacy (Grades 5-12) for a 4-year probationary period. Her probation expiration will be August 30, 2026*. Compensation will be at Step 1 MA in accordance with the current negotiated agreement between the Valley Stream Teachers' Association and the Board of Education.

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

Motion made by Trustee Wilson, seconded by Trustee Hernandez, to move item # 11 as listed. Motion unanimously carried.

11. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Brooke Martins, effective August 31, 2022, as an Elementary Classroom Teacher holding a Certificate for Early Childhood Education (Birth-Grade 2), and Childhood Education (Grades 1-6) for a

4-year probationary period. Her probation expiration will be August 30, 2026*. Compensation will be at Step 1 MA in accordance with the current negotiated agreement between the Valley Stream Teachers' Association and the Board of Education.

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

B. EDUCATION – MELISSA HERRERA

Motion made by Trustee Herrera, seconded by Trustee LaRocco, to move items B.1 and B.2 as listed. Motion unanimously carried.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Special Education previously approved by the Committee on Special Education on 5/2/22, 5/4/22, 5/4/22, 5/4/22, 5/5/22, 5/6/22, 5/6/22, 5/6/22, 5/9/22, 5/9/22, 5/10/22, 5/10/22, 5/10/22, 5/10/22, 5/10/22, 5/10/22, 5/11/22, 5/11/22, 5/12/22, 5/12/22, 5/16/22, 5/17/22, 5/18/22, 5/18/22, 5/18/22, 5/19/22 and 5/23/22, 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 on 5/2/22, 5/2/22, 5/2/22, 5/2/22, 5/4/22, 5/5/22, 5/13/22, 5/13/22, 5/13/22, 5/17/22, 5/17/22, 5/17/22, 5/17/22, 5/23/22, 5/25/22, 5/25/22 and 5/26/22, 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 – MR. JOHN MAIER

Motion made by Vice-President Maier, seconded by Trustee Hernandez, to move item C.1 as listed. Motion unanimously carried.

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

VIII. OTHER REPORTS

A. VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT

There are three delegates from Valley Stream UFSD Twenty-Four on the Central High School Board of Education, Mr. Hernandez, Mr. Maier, and Mr. Wilson.

Central High School District – Last meeting will be held on June, 14, 2022.

Residency Hotlines:

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

B. LEGAL REPORT – Representative from the law firm, Frazer & Feldman, LLP – No Report

C. LEGISLATION REPORT – MR. ARMANDO HERNANDEZ – Trustee Hernandez read a statement about gun violence and sending a letter to Legislators.

Motion made by Trustee Hernandez, seconded by Trustee Wheeler, to move item C. 1 as listed. Motion unanimously carried.

C. 1 BE IT HEREBY RESOLVED that the Board of Education of the Valley Stream 24 Union Free School District approves the contents of the attached letter, and authorizes the President of the Board to sign such letter on behalf of the Valley Stream 24 Board of Education.

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

IX. UNFINISHED BUSINESS, IF ANY: - None

X. NEW BUSINESS:

Motion made by Vice-President Maier, seconded by Trustee Hernandez, to move items #1 - # 14 as listed. Motion unanimously carried.

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Nicole Guttman, SLP P.C. for related services for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Michele Tritschler, M.S., CCC-SLP -related services for speech therapy services for 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.

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

4. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Variety Child Learning Center (Tuition) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

5. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Management Advisory Group Special Services, Inc. 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.

6. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and New York Therapy Placement Services, Inc. (Related Services and Academic Tutoring) for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement on behalf of the Board of Education.

7. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with The 13th Child Autism and Behavioral Coaching, Inc. for related services for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

8. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Blue Sea Consulting - related services for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

9. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Kidz Educational Services SLP, OT, PT LMSW, Psychology, Audiology, PLLC. - related services for the 2022-2023 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement, subject to final review and approval by district counsel.

10. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the carry-over of unused vacation days from the 2021-2022 school year to the 2022-2023 school year as follows:

Lisa Conte: 5 days

11. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the disposal of the Grades 3-6

Houghton Mifflin Harcourt Journeys Reading Program materials that are now obsolete.

12. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby awards the Transportation Contracts for Summer 2022 as set forth in the Schedule attached hereto;

Renewal Transportation Contract List for Summer 2022

BUS COMPANY	SCHOOL	# OF STUDENTS	SUMMER COST FOR PROGRAM	MATRON COST	SUMMER COST
SUBURBAN BUS CO.	Children's Learning Center- UCPA	1	\$227.00 pppd + CPI x 30 days	\$160.00 + CPI x 30 days	
FIRST STUDENT	Hagedorn Little Village	2	\$239.00 + CPI 1st student + \$149.00 + CPI add'l student x 29 days	\$169.00 + CPI x 29 days	
	Variety Children's Learning Center	2	\$182.00 + CPI 1st student + \$182.00 + CPI add'l student x 29 days	\$169.00 + CPI x 29 days	
INDEPENDENT COACH	WLB IN-DISTRICT SUMMER PROGRAM	2 MCKINNEY VENTO	\$200.00 + CPI st student + \$200 add'l student x 19 days	\$? + CPI x 19 days =	
WE TRANSPORT	Henry Viscardi	1	\$225.00+ CPI pppd x 30 days	\$170.00 x 30 days =	
	Forest Road	2	\$200.00 + CPI pppd + \$100.00 + CPI add'l x 28 days	\$170.00 +CPI x 28 days	
BOCES	Jerusalem Avenue	3	\$1,077.00 x 3 = \$3,231.00	\$4,560.00 x 2 + \$9,120.00 (1 group + one 1:1)	\$12,351.00
	Children's Readiness Center	6	\$1,077.00 x 6 = \$6,462.00	\$4,560.00	\$11,022.00
	Carmen Road	3	\$2,272 x 3 = \$6,816.00	\$2,272.00 (nurse) 1 Group and one 1:1 = \$4,560 x 2 = \$9,120.00	\$18,208.00

	Robert Williams School	1	\$1,077.00	\$4,560.00	\$5,637.00
	Willet Avenue School	2	\$1,077.00 x 2 = \$2,154.00	\$4,560.00	\$6,714.00
LYNBROOK SCHOOL DISTRICT (cross contract)	Waverly Park Elementary	1 VS #24 student	\$444 per day for shared van + \$175 matron x 29 days = \$17,951.00 divided by 22 students		\$815.95
FIRST STUDENT	John H. West School	0	\$140 pppd x 29days = \$4,060.00 \$140 add'l	\$175 per day = \$5,075.00	\$1.00
FIRST STUDENT	Martin Avenue Elementary	1	\$140.00 pppd x 29 = \$4,060.00	\$175 per day = \$5,075.00	\$9,135.00
FIRST STUDENT	Cherry Lane School	0	140 pppd x 29 = \$4,060.00 \$140 add'l	\$175 per day = \$5,075.00	\$1.00
PARENT CONTRACT	Children's Readiness Center	1	\$.585 x 42.8 miles per day x 29 days = \$726.16		\$726.16

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

13. BE IT HEREBY RESOLVED THAT, upon the recommendation of the Superintendent of Schools, the Board of Education of the Valley 'Stream No. 24 Union Free School District approves the terms of the Memorandum of Agreement dated June 7, 2022 between the District and Local 74 of the United Service Workers Union regarding the terms and conditions of employment for the members of the custodial bargaining unit for the period July 1, 2022 through June 30, 2025; and

BE IT FURTHER RESOLVED THAT the President of the Board be authorized to execute the resulting Agreement.

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

BUDGET TRANSFER FOR BOARD APPROVAL			
DATE: June 8, 2022			
CODE	DESCRIPTION	FROM	TO
A2825.150-2	Social Worker Salaries-RWC	\$ 1,600.00	
A2825.150-3	Social Worker Salaries-WLB	\$ 4,000.00	
A1620.160-3	Custodial Salaries-WLB		\$ 1,000.00
A2110.123-1	After School Programs-BAS		\$ 2,400.00
A2110.123-3	After School Programs-WLB		\$ 800.00
A2110.129-2	Extra Duties/Services-RWC		\$ 1,400.00
Transfers needed to reconcile Negative Balances for the 2021-22 School Year.			
A2250.477	Special Ed-Tuition	\$ 24,500.00	
A2250.4	Special Ed Expenses		\$ 24,500.00
Special Education Expenses			
A2630.12	Computer Salary	\$ 28,480.00	
A2250.16	CSE Office Salaries	\$ 7,295.00	
A2250.161-1	Inclusion Aides Salaries-BAS	\$ 11,000.00	
A1310.49	BOCES Services (ZE Public Relations)		\$ 17,600.00
A2110.494-5	Outdoor Education		\$ 9,300.00
A2250.49	BOCES Services (Related Services)		\$ 1,000.00
A2610.49	BOCES (Library Online Svcs)		\$ 2,675.00
A5581.49	BOCES/Transp. Expense (Outdoor Ed)		\$ 16,200.00
BOCES Expenses			
TOTALS		\$ 76,875.00	\$ 76,875.00

XI. DISCUSSION

XII. AUDIENCE TO VISITORS

The District received several digital comments from Valley Stream resident Ms. Cristina Arroyo and responses were provided that addressed health education, itinerary for Pride Month, and email communication to the Board of Education. It was clarified that hypothetical comments cannot be addressed by the Board of Education.

XIII. ADJOURNMENT

Motion to adjourn the Business Meeting at 8:06 PM was made by Vice-President Maier, seconded by Trustee Hernandez. Motion unanimously carried.

Respectfully Submitted,

Jennifer Biscardi

Jennifer Biscardi
District Clerk

VALLEY STREAM UFSD #24

**Treasurer's Report
and
Bank Collateral Statements
May 31, 2022**

Respectfully submitted:

Brian K. Cleary, C.P.A.

Brian K. Cleary, C.P.A.

6/21/2022

Date

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

05/31/22

GENERAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Checking	NY Class	Metropolitan Commercial	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 2,759,934.46	\$ 385,852.08	\$ 102,478.41	\$ 4,037,553.74	\$ 512.20	\$ 7,285,818.69
Add - Receipts	13,744,685.58	888,768.55	42.86	1,546.14	10,370.65	14,635,043.13
Total	16,504,620.04	1,274,620.63	102,521.27	4,039,099.88	10,882.85	21,920,861.82
Less - Disbursements	(9,548,217.02)	(893,711.06)	-	-	(470.48)	(10,441,928.08)
April 30, 2022	6,956,403.02	380,909.57	102,521.27	4,039,099.88	10,412.37	11,478,933.74
Deposits In Transit	-	-	-	-	-	-
Outstanding Checks	59,239.98	298,204.97	-	-	470.48	357,444.95
Total	7,015,643.00	679,114.54	102,521.27	4,039,099.88	10,882.85	11,836,378.69
Net Wires in Transit	-	-	-	-	-	-
Reconciling items	-	-	-	-	-	-
Balance Per Statement	\$ 7,015,643.00	\$ 679,114.54	\$ 102,521.27	\$ 4,039,099.88	\$ 10,882.85	\$ 11,836,378.69

TRUST & AGENCY FUND

	JPMorgan Chase Payroll	JPMorgan Chase Scholarship	Totals
Cash Balance - Beginning	\$ 2,963.95	\$ 516.01	\$ 3,479.96
Add - Receipts	926,742.71	0.03	926,742.74
Total	929,706.66	516.04	930,222.70
Less - Disbursements	(926,736.74)	-	(926,736.74)
Cash Balance - End	2,969.92	516.04	3,485.96
Deposits In Transit	-	-	-
Outstanding Checks	19,089.23	50.00	19,139.23
Total	22,059.15	566.04	22,625.19
Net Wires in Transit	-	-	-
Reconciling items	-	-	-
Balance Per Statement	\$ 22,059.15	\$ 566.08	\$ 22,625.23

SCHOOL LUNCH FUND

SPECIAL AID FUND

CAPITAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Federal Fund	JPMorgan Chase Capital Fund	Totals
Cash Balance - Beginning	\$ 10,301.93	\$ 18,687.50	\$ 5,092.42	\$ 28,989.43
Add - Receipts	30,053.56	150,000.79	0.26	180,054.35
Total	40,355.49	168,688.29	5,092.68	209,043.78
Less - Disbursements	(29,118.82)	(156,444.80)	-	(185,563.62)
Cash Balance - End	11,236.67	12,243.49	5,092.68	23,480.16
Deposits In Transit	-	-	-	-
Outstanding Checks	-	1,216.90	-	1,216.90
Total	11,236.67	13,460.39	5,092.68	24,697.06
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 11,236.67	\$ 13,460.39	\$ 5,092.68	\$ 24,697.06

Total Funds

11,883,700.98

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

05/31/22

COLLATERAL ANALYSIS

Bank Statement Balances - end of month

	JPMorgan Chase	Metropolitan Commercial	NY Class
General Fund - Checking	\$ 7,015,643.00		
General Fund - NY Class		4,039,099.88	102,521.27
GF Trust & Agency - Checking	679,114.54		
Trust & Agency - Payroll	22,059.15		
Trust & Agency - Scholarship	566.08		
School Lunch Fund	11,236.67		
Federal Fund	13,460.39		
Capital Fund	5,092.68		
Trust & Agency - Student Dept	10,882.85		
	<u>\$ 7,758,055.36</u>	<u>\$ 4,039,099.88</u>	<u>\$ 102,521.27</u>
Less:			
FDIC - General Fund	\$ (250,000.00)	\$ (4,039,099.88)	\$ (250,000.00)
FDIC - Payroll	(22,059.15)	-	-
Bank Balances not covered by FDIC	7,485,996.21	-	-
Required Collateral	7,635,716.13	-	-
Collateral Held by 3rd Party - BNY Mellon	-	-	-
Collateral JPMorgan Chase	(7,877,610.90)	-	-
Collateral Held by NY Class		-	-
If this Line balance is negative COLLATERAL IS ADEQUATE !	<u>\$ (241,894.77)</u>	<u>\$ -</u>	<u>\$ -</u>

** All accounts invested in various banks and FDIC insured

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

Total Requirements as of 05/27/2022: \$15,184,073.04 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
57804THJ8	MASSACHUSETTS ST TRANSN FD REV 20490601 5.00000	10,000,000.00	11,288,200.00
79771TML8	SAN FRANCISCO CALIF CITY & CNT 20340615 4.00000	4,605,000.00	4,775,753.40
93974D6W3	WASHINGTON ST 20410201 5.00000	225,000.00	<u>253,262.25</u>
Total Market Value:			16,317,215.65

Total Requirements as of 05/31/2022: \$7,649,146.63 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
28272PAJ5	EL CAMINO CALIF HEALTHCARE DIS 20340801 4.00000	1,635,000.00	1,678,719.90
386155CX1	GRAND PRAIRIE TEX INDPT SCH DI 20330215 4.00000	5,420,000.00	5,604,930.40
8330853C5	SNOHOMISH CNTY WASH 20321201 4.00000	580,000.00	<u>593,960.60</u>
Total Market Value:			7,877,610.90

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.4	BOARD OF ED EXPENSES	15,000.00	-3,425.95	11,574.05	7,063.80	4,298.98	211.27
A 1010.45	BOARD OF ED SUPPLIES	1,200.00	0.00	1,200.00	755.02	0.00	444.98
1010	BOARD OF EDUCATION	16,200.00	-3,425.95	12,774.05	7,818.82	4,298.98	656.25
A 1040.16	DISTRICT CLERK SALARY	14,280.00	1,220.00	15,500.00	14,208.34	1,291.66	0.00
A 1040.4	DISTRICT CLERK EXPENSE	250.00	-20.00	230.00	0.00	0.00	230.00
A 1040.45	DISTRICT CLERK SUPPLIES	250.00	20.00	270.00	269.43	0.00	0.57
1040	DISTRICT CLERK	14,780.00	1,220.00	16,000.00	14,477.77	1,291.66	230.57
A 1060.4	CONTRACTUAL EXPENSE	13,500.00	20,300.00	33,800.00	8,728.00	23,411.00	1,661.00
A 1060.45	MATERIAL & SUPPLIES	100.00	0.00	100.00	0.00	0.00	100.00
1060	DISTRICT MEETING	13,600.00	20,300.00	33,900.00	8,728.00	23,411.00	1,761.00
10	Consolidated Payroll	44,580.00	18,094.05	62,674.05	31,024.59	29,001.64	2,647.82
A 1240.15	CENTRAL ADMIN SALARY	242,550.00	0.00	242,550.00	220,000.00	20,000.00	2,550.00
A 1240.16	CENTRAL OFFICE SALARIES	136,106.00	7,591.25	143,697.25	131,808.83	11,888.42	0.00
A 1240.2	SUPT. EQUIPMENT	1,500.00	-600.00	900.00	0.00	0.00	900.00
A 1240.4	SUPT OFFICE EXPENSE	5,000.00	0.00	5,000.00	1,349.15	3,044.85	606.00
A 1240.45	SUPT OFFICE SUPPLIES	2,000.00	0.00	2,000.00	992.29	185.85	821.86
1240	CHIEF SCHOOL ADMINISTRATOR	387,156.00	6,991.25	394,147.25	354,150.27	35,119.12	4,877.86
12		387,156.00	6,991.25	394,147.25	354,150.27	35,119.12	4,877.86
A 1310.15	BUSINESS MANAGER SALARY	180,405.00	0.00	180,405.00	165,371.36	15,033.64	0.00
A 1310.16	BUSINESS OFFICE SALARIES	242,550.00	20,597.50	263,147.50	241,272.78	21,874.72	0.00
A 1310.2	BUSINESS OFFICE EQUIPMENT	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 1310.4	BUSINESS OFFICE EXPENSES	6,000.00	625.00	6,625.00	4,196.32	2,150.08	278.60
A 1310.407-1	OFFICE MACHINE REPAIRS	3,500.00	0.00	3,500.00	2,332.10	1,149.46	18.44
A 1310.409-7	BUSINESS OFFICE SOFTWARE	15,273.00	0.00	15,273.00	15,273.00	0.00	0.00
A 1310.45	BUSINESS OFFICE SUPPLIES	3,000.00	-225.00	2,775.00	1,155.81	907.60	711.59
A 1310.451	OFFICE PAPER-BUSINESS	1,100.00	0.00	1,100.00	0.00	0.00	1,100.00
A 1310.49	BOCES SERVICES	50,000.00	21,860.62	71,860.62	32,899.20	56,500.80	-17,539.38
1310	BUSINESS ADMINISTRATOR	502,828.00	41,858.12	544,686.12	462,500.57	97,616.30	-15,430.75
A 1320.4	AUDITING EXPENSE	70,000.00	42,075.00	112,075.00	69,950.00	42,125.00	0.00
1320	AUDITING	70,000.00	42,075.00	112,075.00	69,950.00	42,125.00	0.00
A 1325.16	TREASURER-SALARY	13,388.00	-63.00	13,325.00	12,214.62	1,110.38	0.00
A 1325.45	TREASURER SUPPLIES	200.00	-159.00	41.00	0.00	0.00	41.00
1325	TREASURER	13,588.00	-222.00	13,366.00	12,214.62	1,110.38	41.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1380.4</u>	CONTRACTUAL EXP-FISCAL AGENT	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
1380	FISCAL AGENT FEES	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
13		588,416.00	83,711.12	672,127.12	544,665.19	140,851.68	-13,389.75
<u>A 1420.4</u>	ATTORNEY FEES	60,000.00	30,000.00	90,000.00	70,431.95	16,259.50	3,308.55
<u>A 1420.400-1</u>	BOND COUNSEL	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<u>A 1420.400-2</u>	NEGOTIATIONS ATTORNEY	35,000.00	0.00	35,000.00	21,820.81	4,513.84	8,665.35
1420	LEGAL FEES	98,000.00	30,000.00	128,000.00	92,252.76	20,773.34	14,973.90
<u>A 1430.4</u>	PERSONNEL EXPENSES	5,500.00	1,000.00	6,500.00	4,691.50	1,581.25	227.25
<u>A 1430.49</u>	BOCES REG.TEACHER CERTIFICATION	5,000.00	3,320.00	8,320.00	8,320.00	0.00	0.00
1430	PERSONNEL	10,500.00	4,320.00	14,820.00	13,011.50	1,581.25	227.25
<u>A 1480.4</u>	PUBLIC INFO EXPENSES	17,000.00	2,022.00	19,022.00	9,364.98	3,736.02	5,921.00
1480	PUBLIC INFO AND SERVICE	17,000.00	2,022.00	19,022.00	9,364.98	3,736.02	5,921.00
14		125,500.00	36,342.00	161,642.00	114,629.24	26,090.61	21,122.15
<u>A 1620.16</u>	CUSTODIAL SALARIES	40,384.00	-27,026.87	13,357.13	11,962.51	0.00	1,394.62
<u>A 1620.160-1</u>	CUSTODIAL SALARIES-BAS	191,939.00	28,335.91	220,274.91	200,278.16	16,338.12	3,658.63
<u>A 1620.160-2</u>	CUSTODIAL SALARIES-RWC	186,108.00	29,002.96	215,108.96	196,687.88	15,744.66	2,676.42
<u>A 1620.160-3</u>	CUSTODIAL SALARIES-WLB	198,598.00	-2,200.00	196,398.00	181,493.68	15,425.34	-521.02
<u>A 1620.161-1</u>	CUSTODIAL OVERTIME-BAS	18,000.00	0.00	18,000.00	16,177.30	0.00	1,822.70
<u>A 1620.161-2</u>	CUSTODIAL OVERTIME-RWC	12,000.00	0.00	12,000.00	9,605.59	0.00	2,394.41
<u>A 1620.161-3</u>	CUSTODIAL OVERTIME-WLB	20,000.00	-5,700.00	14,300.00	11,267.50	0.00	3,032.50
<u>A 1620.162</u>	SECURITY AIDE SALARY	0.00	0.00	0.00	0.00	0.00	0.00
<u>A 1620.162-1</u>	SECURITY AIDE SALARY-BAS	27,906.00	5,800.00	33,706.00	26,009.27	6,115.50	1,581.23
<u>A 1620.162-2</u>	SECURITY AIDE SALARY-RWC	29,904.00	3,400.00	33,304.00	25,749.08	6,403.22	1,151.70
<u>A 1620.162-3</u>	SECURITY AIDE SALARY-WLB	28,904.00	2,700.00	31,604.00	25,220.73	6,115.50	267.77
<u>A 1620.200-1</u>	EQUIPMENT-BAS	1,250.00	0.00	1,250.00	1,250.00	0.00	0.00
<u>A 1620.200-2</u>	EQUIPMENT-RWC	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00
<u>A 1620.200-3</u>	EQUIPMENT-WLB	1,250.00	0.00	1,250.00	1,250.00	0.00	0.00
<u>A 1620.268-1</u>	HEATING/COOLING-BAS	1,250.00	-450.20	799.80	799.80	0.00	0.00
<u>A 1620.268-2</u>	HEATING/COOLING-RWC	1,500.00	-518.65	981.35	981.35	0.00	0.00
<u>A 1620.268-3</u>	HEATING/COOLING-WLB	1,250.00	0.00	1,250.00	1,003.19	0.00	246.81
<u>A 1620.272</u>	CLEANING EQUIPMENT	0.00	29,285.00	29,285.00	29,285.00	0.00	0.00
<u>A 1620.272-1</u>	CLEANING EQUIPMENT-BAS	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<u>A 1620.272-2</u>	CLEANING EQUIPMENT-RWC	1,000.00	-1,000.00	0.00	0.00	0.00	0.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1620.272-3</u>	CLEANING EQUIPMENT-WLB	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00
<u>A 1620.404-1</u>	CONTRACTUAL STAFF TRAINING-BAS	1,600.00	0.00	1,600.00	1,041.92	0.00	558.08
<u>A 1620.404-2</u>	CONTRACTUAL STAFF TRAINING-RWC	1,800.00	0.00	1,800.00	1,113.81	14.08	672.11
<u>A 1620.404-3</u>	CONTRACTUAL STAFF TRAINING-WLB	1,600.00	0.00	1,600.00	1,040.56	14.08	545.36
<u>A 1620.406</u>	FUEL/OIL	5,000.00	-3,500.00	1,500.00	0.00	0.00	1,500.00
<u>A 1620.406-11</u>	GAS/ELECTRIC-BAS	25,000.00	22,600.00	47,600.00	42,920.64	3,579.36	1,100.00
<u>A 1620.406-12</u>	GAS/ELECTRIC-RWC	20,000.00	13,400.00	33,400.00	30,851.77	2,468.23	80.00
<u>A 1620.406-13</u>	GAS/ELECTRIC-WLB	45,000.00	-11,000.00	34,000.00	31,737.90	1,462.10	800.00
<u>A 1620.406-21</u>	WATER EXPENSES-BAS	3,000.00	2,300.00	5,300.00	4,463.41	1,055.23	-218.64
<u>A 1620.406-22</u>	WATER EXPENSES-RWC	4,000.00	0.00	4,000.00	3,233.76	543.57	222.67
<u>A 1620.406-23</u>	WATER EXPENSES-WLB	8,000.00	-4,898.02	3,101.98	2,002.05	497.95	601.98
<u>A 1620.406-31</u>	TELEPHONE EXPENSES-BAS	13,000.00	0.00	13,000.00	7,863.03	3,936.97	1,200.00
<u>A 1620.406-32</u>	TELEPHONE EXPENSES-RWC	14,000.00	0.00	14,000.00	10,371.55	2,428.45	1,200.00
<u>A 1620.406-33</u>	TELEPHONE EXPENSES-WLB	16,000.00	0.00	16,000.00	11,405.35	2,294.65	2,300.00
<u>A 1620.406-61</u>	CONTRACTUAL ELECTRICAL-BAS	5,000.00	0.00	5,000.00	1,577.00	0.00	3,423.00
<u>A 1620.406-62</u>	CONTRACTUAL ELECTRICAL-RWC	5,000.00	0.00	5,000.00	3,907.00	0.00	1,093.00
<u>A 1620.406-63</u>	CONTRACTUAL ELECTRICAL-WLB	5,000.00	0.00	5,000.00	1,167.00	0.00	3,833.00
<u>A 1620.406-7</u>	PROF & TECH EXPENSE	0.00	12,260.00	12,260.00	7,166.24	4,550.00	543.76
<u>A 1620.406-71</u>	PROF & TECH EXPENSE-BAS	20,000.00	0.00	20,000.00	16,507.16	1,474.26	2,018.58
<u>A 1620.406-72</u>	PROF & TECH EXPENSE-RWC	15,000.00	0.00	15,000.00	11,888.29	819.56	2,292.15
<u>A 1620.406-73</u>	PROF & TECH EXPENSE-WLB	10,000.00	0.00	10,000.00	8,525.74	1,414.26	60.00
<u>A 1620.407-21</u>	CLEANING EXPENSES-BAS	7,000.00	2,500.00	9,500.00	2,581.28	372.45	6,546.27
<u>A 1620.407-22</u>	CLEANING EXPENSES-RWC	6,000.00	2,500.00	8,500.00	2,516.32	437.41	5,546.27
<u>A 1620.407-23</u>	CLEANING EXPENSES-WLB	7,000.00	2,500.00	9,500.00	2,683.95	269.88	6,546.17
<u>A 1620.407-51</u>	SECURITY-BAS	50,000.00	15,000.00	65,000.00	52,889.82	11,371.12	739.06
<u>A 1620.407-52</u>	SECURITY-RWC	50,000.00	15,000.00	65,000.00	56,585.50	8,284.50	150.00
<u>A 1620.407-53</u>	SECURITY-WLB	60,000.00	26,000.00	86,000.00	57,936.81	12,729.14	15,334.05
<u>A 1620.457-21</u>	CLEANING SUPPLIES-BAS	14,000.00	1,202.55	15,202.55	12,518.45	2,606.06	78.04
<u>A 1620.457-22</u>	CLEANING SUPPLIES-RWC	13,000.00	1,201.00	14,201.00	9,416.06	4,261.99	522.95
<u>A 1620.457-23</u>	CLEANING SUPPLIES-WLB	13,000.00	1,201.00	14,201.00	9,439.04	4,239.01	522.95
<u>A 1620.458-21</u>	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,300.99	0.00	299.01
<u>A 1620.458-22</u>	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,800.00	0.00	0.00
<u>A 1620.458-23</u>	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	1,106.45	9.92	483.63

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
1620	OPERATION MAINT/PLANT	1,207,741.00	158,894.68	1,366,635.68	1,151,059.89	137,276.57	78,299.22
<u>A 1621.16</u>	MAINTENANCE SALARIES	119,123.00	88,319.00	207,442.00	190,238.72	17,203.28	0.00
<u>A 1621.160-2</u>	MAINTENANCE SALARIES-RWC	77,442.00	-77,442.00	0.00	0.00	0.00	0.00
<u>A 1621.161</u>	MAINTENANCE OVERTIME SALARIES	0.00	1,400.00	1,400.00	1,129.65	0.00	270.35
<u>A 1621.161-2</u>	MAINTENANCE OVERTIME SALARIES-RWC	10,000.00	-9,877.00	123.00	0.00	0.00	123.00
<u>A 1621.200-1</u>	EQUIPMENT-BAS	1,000.00	-500.00	500.00	500.00	0.00	0.00
<u>A 1621.200-2</u>	EQUIPMENT-RWC	1,000.00	-531.55	468.45	468.45	0.00	0.00
<u>A 1621.200-3</u>	EQUIPMENT-WLB	1,000.00	0.00	1,000.00	500.00	0.00	500.00
<u>A 1621.268-1</u>	HEATING/COOLING-BAS	325.00	0.00	325.00	0.00	0.00	325.00
<u>A 1621.268-2</u>	HEATING/COOLING-RWC	350.00	0.00	350.00	0.00	0.00	350.00
<u>A 1621.268-3</u>	HEATING/COOLING-WLB	325.00	0.00	325.00	0.00	0.00	325.00
<u>A 1621.280-1</u>	GROUNDS-BAS	600.00	2,550.20	3,150.20	3,150.20	0.00	0.00
<u>A 1621.280-2</u>	GROUNDS-RWC	800.00	2,550.20	3,350.20	3,350.20	0.00	0.00
<u>A 1621.280-3</u>	GROUNDS-WLB	600.00	0.00	600.00	600.00	0.00	0.00
<u>A 1621.283-1</u>	AUTOMOTIVE EQUIPMENT-BAS	600.00	-600.00	0.00	0.00	0.00	0.00
<u>A 1621.283-2</u>	AUTOMOTIVE EQUIPMENT-RWC	700.00	-500.00	200.00	0.00	0.00	200.00
<u>A 1621.283-3</u>	AUTOMOTIVE EQUIPMENT-WLB	700.00	0.00	700.00	0.00	0.00	700.00
<u>A 1621.406-4</u>	MILEAGE	1,000.00	0.00	1,000.00	376.70	223.30	400.00
<u>A 1621.406-5</u>	ELEC/MAINTENANCE EXPENSE	500.00	-500.00	0.00	0.00	0.00	0.00
<u>A 1621.406-51</u>	ELEC/MAINTENANCE EXPENSE-BAS	500.00	0.00	500.00	39.17	0.00	460.83
<u>A 1621.406-52</u>	ELEC/MAINTENANCE EXPENSE-RWC	500.00	0.00	500.00	39.17	0.00	460.83
<u>A 1621.406-53</u>	ELEC/MAINTENANCE EXPENSE-WLB	0.00	500.00	500.00	39.16	0.00	460.84
<u>A 1621.406-81</u>	HEATING/COOLING EXPENSE-BAS	12,000.00	30,230.00	42,230.00	41,021.60	1,096.79	111.61
<u>A 1621.406-82</u>	HEATING/COOLING EXPENSE-RWC	11,000.00	22,455.00	33,455.00	31,836.10	1,263.75	355.15
<u>A 1621.406-83</u>	HEATING/COOLING EXPENSE-WLB	12,000.00	-875.00	11,125.00	10,456.96	273.04	395.00
<u>A 1621.406-91</u>	PLUMBING EXPENSE-BAS	2,000.00	0.00	2,000.00	541.49	276.62	1,181.89
<u>A 1621.408-92</u>	PLUMBING EXPENSE-RWC	1,000.00	0.00	1,000.00	125.08	174.92	700.00
<u>A 1621.406-93</u>	PLUMBING EXPENSE-WLB	1,000.00	0.00	1,000.00	448.99	145.70	405.31
<u>A 1621.407-0</u>	REPAIRS-GENERAL	0.00	4,500.00	4,500.00	2,469.93	2,030.07	0.00
<u>A 1621.407-01</u>	REPAIRS-GENERAL-BAS	10,000.00	-6,080.00	3,920.00	2,963.30	18.45	938.25
<u>A 1621.407-02</u>	REPAIRS-GENERAL-RWC	7,500.00	0.00	7,500.00	6,539.43	507.57	453.00
<u>A 1621.407-03</u>	REPAIRS-GENERAL-WLB	7,500.00	2,700.00	10,200.00	9,515.37	455.63	229.00
<u>A 1621.407-3</u>	SITE WORK	37,000.00	-10,812.85	26,187.15	18,520.67	399.20	7,267.28

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1621.407-30-2</u>	PLAYGROUND MAINTENANCE	1,000.00	0.00	1,000.00	286.87	0.00	713.13
<u>A 1621.407-30-3</u>	PLAYGROUND MAINTENENCE-RWC	1,000.00	0.00	1,000.00	290.17	0.00	709.83
<u>A 1621.407-30-4</u>	PLAYGROUND MAINTENENCE-WLB	1,000.00	0.00	1,000.00	290.15	0.00	709.85
<u>A 1621.407-31-2</u>	ATHLETIC FIELDS-BAS	3,500.00	0.00	3,500.00	25.00	0.00	3,475.00
<u>A 1621.407-31-3</u>	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	25.09	0.00	3,724.91
<u>A 1621.407-31-4</u>	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	3,675.00	0.00	75.00
<u>A 1621.450-1</u>	MATERIAL & SUPPLIES-BAS	6,000.00	0.00	6,000.00	1,942.57	1,486.20	2,569.23
<u>A 1621.450-2</u>	MATERIAL & SUPPLIES-RWC	6,000.00	900.00	6,900.00	3,916.02	710.89	2,273.09
<u>A 1621.450-3</u>	MATERIAL & SUPPLIES-WLB	6,000.00	0.00	8,000.00	4,155.85	1,387.95	456.20
<u>A 1621.456-51</u>	ELEC/MAINTENANCE-BAS	2,400.00	0.00	2,400.00	25.36	0.00	2,374.64
<u>A 1621.456-52</u>	ELEC/MAINTENANCE-RWC	2,300.00	0.00	2,300.00	320.42	0.00	1,979.58
<u>A 1621.456-53</u>	ELEC/MAINTENANCE-WLB	2,300.00	0.00	2,300.00	8.19	0.00	2,291.81
<u>A 1621.456-61</u>	INTERCOM/EMERG LIGHTS-BAS	700.00	0.00	700.00	0.00	0.00	700.00
<u>A 1621.456-62</u>	INTERCOM/EMERG LIGHTS-RWC	600.00	0.00	600.00	0.00	0.00	600.00
<u>A 1621.456-63</u>	INTERCOM/EMERG LIGHTS-WLB	700.00	0.00	700.00	0.00	0.00	700.00
<u>A 1621.456-81</u>	HEATING/COOLING SUPPLIES-BAS	1,700.00	-700.00	1,000.00	817.34	0.00	182.66
<u>A 1621.456-82</u>	HEATING/COOLING SUPPLIES-RWC	1,700.00	-1,150.00	550.00	0.00	0.00	550.00
<u>A 1621.456-83</u>	HEATING/COOLING SUPPLIES-WLB	1,600.00	-1,150.00	450.00	49.20	0.00	400.80
<u>A 1621.457-01</u>	REPAIRS-GENERAL-BAS	4,500.00	300.00	4,800.00	1,666.77	180.00	2,953.23
<u>A 1621.457-02</u>	REPAIRS-GENERAL-RWC	4,500.00	0.00	4,500.00	3,428.07	18.00	1,053.93
<u>A 1621.457-03</u>	REPAIRS-GENERAL-WLB	4,500.00	-300.00	4,200.00	703.21	220.00	3,276.79
<u>A 1621.457-61</u>	HARDWARE-BAS	1,000.00	0.00	1,000.00	27.51	538.20	434.29
<u>A 1621.457-62</u>	HARDWARE-RWC	1,000.00	0.00	1,000.00	262.82	179.40	557.78
<u>A 1621.457-63</u>	HARDWARE-WLB	1,000.00	0.00	1,000.00	89.94	358.80	551.26
<u>A 1621.457-71</u>	CARPENTRY-BAS	2,750.00	0.00	2,750.00	442.65	557.85	1,749.50
<u>A 1621.457-72</u>	CARPENTRY-RWC	2,650.00	0.00	2,650.00	858.88	279.12	1,512.00
<u>A 1621.457-73</u>	CARPENTRY-WLB	2,600.00	0.00	2,600.00	245.52	754.48	1,600.00
<u>A 1621.457-81</u>	GLAZING-BAS	300.00	420.00	720.00	710.00	0.00	10.00
<u>A 1621.457-82</u>	GLAZING-RWC	350.00	-210.00	140.00	0.00	0.00	140.00
<u>A 1621.457-83</u>	GLAZING-WLB	350.00	-210.00	140.00	0.00	0.00	140.00
<u>A 1621.457-91</u>	PAINTING-BAS	1,000.00	0.00	1,000.00	45.18	0.00	954.82
<u>A 1621.457-92</u>	PAINTING-RWC	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 1621.457-93</u>	PAINTING-WLB	1,000.00	0.00	1,000.00	97.68	0.00	902.32

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1621.458-01</u>	GROUNDS-BAS		1,650.00	0.00	1,650.00	0.00	0.00	1,650.00
<u>A 1621.458-02</u>	GROUNDS-RWC		1,650.00	0.00	1,650.00	153.00	0.00	1,497.00
<u>A 1621.458-03</u>	GROUNDS-WLB		1,700.00	0.00	1,700.00	0.00	0.00	1,700.00
<u>A 1621.458-31</u>	AUTOMOTIVE-BAS		1,333.00	0.00	1,333.00	37.55	875.00	420.45
<u>A 1621.458-32</u>	AUTOMOTIVE-RWC		1,333.00	0.00	1,333.00	210.54	523.00	599.46
<u>A 1621.458-33</u>	AUTOMOTIVE-WLB		1,334.00	0.00	1,334.00	37.53	875.00	421.47
1621	MAINTENANCE OF PLANT	*	401,565.00	45,386.00	446,951.00	349,714.42	33,014.21	64,222.37
<u>A 1670.400-1</u>	CENTRAL PRINTING EXPENSE-BAS		5,650.00	0.00	5,650.00	2,433.61	2,134.55	1,081.84
<u>A 1670.400-2</u>	CENTRAL PRINTING EXPENSE-RWC		5,650.00	0.00	5,650.00	2,555.47	2,134.53	960.00
<u>A 1670.400-3</u>	CENTRAL PRINTING EXPENSE-WLB		5,700.00	0.00	5,700.00	3,395.64	2,303.76	0.60
<u>A 1670.401</u>	OUTSIDE PRINTING SERVICES		5,000.00	0.00	5,000.00	2,960.00	0.00	2,040.00
1670	CENTRAL PRINTING AND MAILING	*	22,000.00	0.00	22,000.00	11,344.72	6,572.84	4,082.44
<u>A 1680.45</u>	DATA PROC SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
<u>A 1680.49</u>	BOCES TEST SCORE		48,000.00	0.00	48,000.00	27,248.21	20,751.79	0.00
<u>A 1680.490-1</u>	BOCES DATA WAREHOUSING		120,000.00	13,300.00	133,300.00	114,216.98	19,083.02	0.00
1680	DATA PROCESSING DISTRICT	*	168,500.00	13,300.00	181,800.00	141,465.19	39,834.81	500.00
16		**	1,799,806.00	217,580.68	2,017,386.68	1,653,584.22	216,698.43	147,104.03
<u>A 1910.4</u>	UNALLOCATED INS		165,000.00	2,200.00	167,200.00	160,991.87	5,170.97	1,037.16
1910	UNALLOCATED INSURANCE	*	165,000.00	2,200.00	167,200.00	160,991.87	5,170.97	1,037.16
<u>A 1920.4</u>	SCHOOL ASSOC DUES		18,000.00	-790.00	17,210.00	13,298.00	0.00	3,912.00
1920	SCHOOL ASSOCIATION DUES	*	18,000.00	-790.00	17,210.00	13,298.00	0.00	3,912.00
<u>A 1930.4</u>	CLAIMS/JUDGEMENT		600.00	30,000.00	30,600.00	30,071.19	0.00	528.81
1930	JUDGMENTS & CLAIMS	*	600.00	30,000.00	30,600.00	30,071.19	0.00	528.81
<u>A 1981.49</u>	BOCES AMIN		110,819.00	0.00	110,819.00	110,818.55	0.00	0.45
<u>A 1981.492</u>	BOCES RENTAL		10,792.00	0.00	10,792.00	8,993.14	1,798.86	0.00
<u>A 1981.493</u>	BOCES CAPITAL		19,234.00	0.00	19,234.00	19,233.72	0.28	0.00
1981	ADMIN CHARGE-BOCES	*	140,845.00	0.00	140,845.00	139,045.41	1,799.14	0.45
19	Disability Insurance	**	324,445.00	31,410.00	355,855.00	343,406.47	6,970.11	5,478.42
1		***	3,269,903.00	394,129.10	3,664,032.10	3,041,459.98	454,731.59	167,840.53
<u>A 2010.150</u>	ASSISTANT SUPERINTENDENT		185,711.00	0.00	185,711.00	170,180.12	15,470.88	60.00
<u>A 2010.16</u>	CURRICULUM SALARIES		12,000.00	-11,999.13	0.87	0.00	0.00	0.87
<u>A 2010.200</u>	EQUIPMENT		2,000.00	-600.00	1,400.00	0.00	0.00	1,400.00
<u>A 2010.4</u>	CURRICULUM DEVEL EXPENSE		2,000.00	-1,000.00	1,000.00	0.00	0.00	1,000.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2010.45</u>	CURRICULUM DEVEL SUPPLIES	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<u>A 2010.451</u>	DUP PAPER/REPT CARD	5,000.00	0.00	5,000.00	845.00	1,155.00	3,000.00
<u>A 2010.49</u>	BOGES CURRICULUM DEVELOPMENT	47,000.00	0.00	47,000.00	38,440.71	8,559.29	0.00
2010	CURR. DEV./SUPERVISION *	258,711.00	-13,599.13	243,111.87	209,465.83	25,185.17	8,460.87
<u>A 2020.15</u>	BUILDING PRINCIPALS SALARIES	322,484.00	-40,000.00	282,484.00	262,010.76	20,453.24	20.00
<u>A 2020.150-1</u>	BUILDING PRINCIPALS SALARIES-BAS	178,412.00	0.00	178,412.00	163,508.62	14,864.38	39.00
<u>A 2020.150-2</u>	BUILDING PRINCIPALS SALARIES-RWC	158,583.00	0.00	158,583.00	145,348.50	13,213.50	21.00
<u>A 2020.150-3</u>	BUILDING PRINCIPALS SALARIES-WLB	153,047.00	-8,046.37	145,000.63	132,916.74	12,083.26	0.63
<u>A 2020.160-1</u>	BUILDG OFFICE SALARIES-BAS	41,244.00	1,990.42	43,234.42	39,469.16	3,764.90	0.36
<u>A 2020.160-2</u>	BUILDG OFFICE SALARIES-RWC	56,325.00	1,489.42	57,814.42	52,715.00	5,099.42	0.00
<u>A 2020.160-3</u>	BUILDG OFFICE SALARIES-WLB	43,244.00	2,551.14	45,795.14	41,829.72	3,965.42	0.00
<u>A 2020.4</u>	SUPERVISION EXPENSES	1,000.00	0.00	1,000.00	0.00	450.00	550.00
<u>A 2020.401</u>	SUPERVISION-BAS	500.00	0.00	500.00	88.73	0.00	411.27
<u>A 2020.401-97</u>	SUPERVISION-P/C-BAS	500.00	0.00	500.00	83.57	416.43	0.00
<u>A 2020.402</u>	SUPERVISION-WLB	200.00	0.00	200.00	96.10	0.00	103.90
<u>A 2020.402-97</u>	SUPERVISION-P/C-WLB	300.00	0.00	300.00	93.64	206.36	0.00
<u>A 2020.403</u>	SUPERVISION-RWC	500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2020.403-97</u>	SUPERVISION-P/C-RWC	500.00	0.00	500.00	0.00	500.00	0.00
<u>A 2020.451</u>	SUPERVISION-BAS	500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2020.451-10</u>	OFFICE PAPER-BAS	6,000.00	0.00	6,000.00	4,516.00	1,484.00	0.00
<u>A 2020.451-20</u>	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	3,898.00	2,102.00	1,000.00
<u>A 2020.451-30</u>	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	5,395.00	1,605.00	1,500.00
<u>A 2020.452</u>	SUPERVISION-WLB	500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2020.453</u>	SUPERVISION-RWC	300.00	0.00	300.00	0.00	0.00	300.00
2020	SUPER. REG. SCHOOL *	979,639.00	-42,015.39	937,623.61	851,989.54	80,207.91	5,446.16
<u>A 2060.15</u>	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	24,414.72	5,585.28	0.00
2080	RESEARCH PLAN/EVAL *	30,000.00	0.00	30,000.00	24,414.72	5,585.28	0.00
<u>A 2070.40</u>	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 2070.41</u>	INSERVICE TRNG-BAS	500.00	0.00	500.00	105.00	0.00	395.00
<u>A 2070.42</u>	INSERVICE TRNG-WLB	500.00	0.00	500.00	279.00	0.00	221.00
<u>A 2070.43</u>	INSERVICE TRNG-RWC	500.00	0.00	500.00	174.00	0.00	326.00
<u>A 2070.44</u>	INSERVICE TRNG-D.W.	1,000.00	0.00	1,000.00	375.00	0.00	625.00
<u>A 2070.444</u>	STAFF DEVELOPMENT	8,000.00	2,000.00	10,000.00	180.00	0.00	9,820.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2070.490</u>	BOCES STAFF DEVELOPMENT	25,000.00	0.00	25,000.00	19,149.67	5,850.33	0.00
2070	IN-SERV TRAIN-INSTR.	36,500.00	2,000.00	38,500.00	20,262.67	5,850.33	12,387.00
20	Group Insurance	1,302,850.00	-53,614.52	1,249,235.48	1,106,112.76	116,828.69	26,294.03
<u>A 2110.12</u>	TEACHERS 1-6 SALARIES	567,893.00	-363,632.50	204,260.50	170,002.62	34,257.88	0.00
<u>A 2110.120-1</u>	TEACHERS 1-6 SALARIES-BAS	2,002,926.00	236,489.17	2,239,415.17	1,717,559.75	521,562.92	292.50
<u>A 2110.120-2</u>	TEACHERS 1-6 SALARIES-RWC	2,987,759.00	-323,567.29	2,664,191.71	2,107,328.21	556,437.02	426.48
<u>A 2110.120-3</u>	TEACHERS 1-6 SALARIES-WLB	2,245,731.00	-206,484.50	2,039,246.50	1,549,345.04	489,327.58	573.90
<u>A 2110.121</u>	KINDERGARTEN TEACHERS SALARIES	92,562.00	-92,000.00	562.00	0.00	0.00	562.00
<u>A 2110.121-1</u>	KINDERGARTEN TEACHERS SALARIES-BAS	243,702.00	-56,000.00	187,702.00	153,100.39	34,546.94	54.67
<u>A 2110.121-2</u>	KINDERGARTEN TEACHERS SALARIES-RWC	197,339.00	0.00	197,339.00	158,965.56	38,373.44	0.00
<u>A 2110.121-3</u>	KINDERGARTEN TEACHERS SALARIES-WLB	150,418.00	0.00	150,418.00	112,813.56	37,604.44	0.00
<u>A 2110.123</u>	AFTER SCHOOL PROGRAMS	0.00	1,000.00	1,000.00	760.00	0.00	240.00
<u>A 2110.123-1</u>	AFTER SCHOOL PROGRAMS-BAS	13,300.00	-5,000.00	8,300.00	8,940.44	0.00	-640.44
<u>A 2110.123-2</u>	AFTER SCHOOL PROGRAMS-RWC	13,400.00	0.00	13,400.00	12,920.54	50.00	429.46
<u>A 2110.123-3</u>	AFTER SCHOOL PROGRAMS-WLB	13,300.00	1,000.00	14,300.00	14,483.83	0.00	-183.83
<u>A 2110.124-1</u>	SUPPORT SERVICES SALARIES-BAS	207,871.00	175,538.05	383,409.05	302,730.32	80,678.73	0.00
<u>A 2110.124-2</u>	SUPPORT SERVICES SALARIES-RWC	274,777.00	88,751.00	363,528.00	274,371.24	87,828.34	1,328.42
<u>A 2110.124-3</u>	SUPPORT SERVICES SALARIES-WLB	307,967.00	-26,657.50	281,309.50	225,661.96	55,572.54	75.00
<u>A 2110.129</u>	EXTRA DUTIES/SERVICES	0.00	300.00	300.00	185.48	0.00	114.52
<u>A 2110.129-1</u>	EXTRA DUTIES/SERVICES-BAS	25,000.00	-100.00	24,900.00	23,471.46	1,106.86	321.68
<u>A 2110.129-2</u>	EXTRA DUTIES/SERVICES-RWC	20,000.00	5,159.26	25,159.26	23,684.94	1,496.86	-22.54
<u>A 2110.129-3</u>	EXTRA DUTIES/SERVICES-WLB	35,000.00	-3,359.26	31,640.74	26,085.43	2,316.14	3,239.17
<u>A 2110.140-1</u>	SUB TEACHERS SALARIES-BAS	25,000.00	47,000.00	72,000.00	62,247.50	0.00	9,752.50
<u>A 2110.140-2</u>	SUB TEACHERS SALARIES-RWC	25,000.00	42,000.00	67,000.00	60,790.00	0.00	6,210.00
<u>A 2110.140-3</u>	SUB TEACHERS SALARIES-WLB	90,000.00	-48,000.00	42,000.00	39,155.00	0.00	2,845.00
<u>A 2110.16</u>	LCH/CRM/CPY AIDES	116,329.00	-115,100.00	1,229.00	480.92	0.00	748.08
<u>A 2110.160-1</u>	LCH/CRM/CPY AIDES-BAS	126,022.00	47,000.00	173,022.00	148,237.26	8,771.42	16,013.32
<u>A 2110.160-2</u>	LCH/CRM/CPY AIDES-RWC	106,634.00	0.00	106,634.00	100,481.55	0.00	6,152.45
<u>A 2110.160-3</u>	LCH/CRM/CPY AIDES-WLB	135,716.00	0.00	135,716.00	120,134.88	8,809.72	6,771.40
<u>A 2110.239</u>	INSTRU MUSIC	5,000.00	0.00	5,000.00	2,377.71	0.00	2,622.29
<u>A 2110.400-71</u>	COPIER LEASES-BAS	25,000.00	5,000.00	30,000.00	23,512.59	5,478.41	1,009.00
<u>A 2110.400-72</u>	COPIER LEASES-WLB	38,000.00	-878.43	37,121.57	18,727.92	15,892.55	2,501.10

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2110.400-73</u>	COPIER LEASES-RWC	17,000.00	9,378.43	26,378.43	19,016.56	7,361.41	0.46
<u>A 2110.402-4</u>	SOCIAL STUDIES	8,250.00	0.00	8,250.00	0.00	0.00	8,250.00
<u>A 2110.402-71</u>	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
<u>A 2110.402-72</u>	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
<u>A 2110.402-73</u>	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00
<u>A 2110.402-81</u>	SCIENCE-BAS	175.00	0.00	175.00	0.00	0.00	175.00
<u>A 2110.402-82</u>	SCIENCE-RWC	150.00	0.00	150.00	0.00	0.00	150.00
<u>A 2110.402-83</u>	SCIENCE-WLB	175.00	0.00	175.00	0.00	0.00	175.00
<u>A 2110.402-91</u>	ESL-BAS	50.00	0.00	50.00	0.00	0.00	50.00
<u>A 2110.402-92</u>	ESL-RWC	50.00	0.00	50.00	0.00	0.00	50.00
<u>A 2110.402-93</u>	ESL-WLB	50.00	0.00	50.00	0.00	0.00	50.00
<u>A 2110.403-51</u>	PHYSICAL ED-BAS	50.00	0.00	50.00	0.00	0.00	50.00
<u>A 2110.403-52</u>	PHYSICAL ED-RWC	50.00	0.00	50.00	0.00	0.00	50.00
<u>A 2110.403-53</u>	PHYSICAL ED-WLB	50.00	0.00	50.00	0.00	0.00	50.00
<u>A 2110.403-81</u>	VOCAL MUSIC-BAS	150.00	0.00	150.00	54.23	0.00	95.77
<u>A 2110.403-82</u>	VOCAL MUSIC-RWC	175.00	0.00	175.00	64.73	0.00	110.27
<u>A 2110.403-83</u>	VOCAL MUSIC-WLB	175.00	0.00	175.00	55.99	0.00	119.01
<u>A 2110.403-91</u>	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	810.66	749.00	440.34
<u>A 2110.403-92</u>	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	809.66	749.00	441.34
<u>A 2110.403-93</u>	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	809.64	600.00	590.36
<u>A 2110.404-5</u>	OUTDOOR EDUCATION	600.00	0.00	600.00	0.00	0.00	600.00
<u>A 2110.405-4</u>	CHALLENGE	850.00	0.00	850.00	751.28	0.00	98.72
<u>A 2110.406-41</u>	STAFF MILEAGE-BAS	500.00	0.00	500.00	41.07	108.93	350.00
<u>A 2110.406-42</u>	STAFF MILEAGE-RWC	500.00	0.00	500.00	0.00	150.00	350.00
<u>A 2110.406-43</u>	STAFF MILEAGE-WLB	500.00	0.00	500.00	109.86	171.52	218.62
<u>A 2110.450-1</u>	BAS-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	8,285.79	0.00	3,714.21
<u>A 2110.450-2</u>	WLB-GENERAL INSTR SUPPLIES	10,000.00	2,554.30	12,554.30	8,096.90	0.00	4,457.40
<u>A 2110.450-3</u>	RWC-GENERAL INSTR SUPPLIES	16,000.00	5,000.00	21,000.00	16,093.69	0.00	4,906.31
<u>A 2110.450-4</u>	MATH SUPPLIES	14,600.00	0.00	14,600.00	11,653.10	0.00	2,946.90
<u>A 2110.451-01</u>	BAS-KINDERGARTEN	2,000.00	0.00	2,000.00	1,008.64	137.50	853.86
<u>A 2110.451-02</u>	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	930.86	77.56	491.58
<u>A 2110.451-03</u>	RWC-KINDERGARTEN	2,500.00	0.00	2,500.00	1,181.62	0.00	1,318.38
<u>A 2110.452-41</u>	READING SUPPLIES-BAS	2,000.00	0.00	2,000.00	1,185.68	0.00	814.32

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2110.452-42</u>	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	1,531.87	0.00	468.13
<u>A 2110.452-43</u>	READING SUPPLIES-RWC	2,000.00	0.00	2,000.00	992.80	0.00	1,007.20
<u>A 2110.452-51</u>	EARLY INTERV SUPPLIES-BAS	1,000.00	0.00	1,000.00	174.96	0.00	825.04
<u>A 2110.452-52</u>	EARLY INTERV SUPPLIES-WLB	1,000.00	0.00	1,000.00	783.14	0.00	236.86
<u>A 2110.452-53</u>	EARLY INTERV SUPPLIES-RWC	1,000.00	0.00	1,000.00	893.12	0.00	106.88
<u>A 2110.452-71</u>	HEALTH-BAS	700.00	0.00	700.00	0.00	0.00	700.00
<u>A 2110.452-72</u>	HEALTH-RWC	650.00	0.00	650.00	0.00	0.00	650.00
<u>A 2110.452-73</u>	HEALTH-WLB	650.00	0.00	650.00	0.00	84.00	566.00
<u>A 2110.452-81</u>	SCIENCE-BAS	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
<u>A 2110.452-82</u>	SCIENCE-RWC	1,200.00	0.00	1,200.00	0.00	225.38	974.62
<u>A 2110.452-83</u>	SCIENCE-WLB	1,200.00	0.00	1,200.00	299.98	0.00	900.02
<u>A 2110.452-91</u>	ESL-BAS	400.00	0.00	400.00	262.58	0.00	137.42
<u>A 2110.452-92</u>	ESL-RWC	300.00	0.00	300.00	249.19	0.00	50.81
<u>A 2110.452-93</u>	ESL-WLB	300.00	0.00	300.00	249.17	0.00	50.83
<u>A 2110.453-01</u>	BAS-ART	3,300.00	0.00	3,300.00	3,236.56	0.00	63.44
<u>A 2110.453-02</u>	WLB-ART	3,300.00	0.00	3,300.00	1,057.47	0.00	2,242.53
<u>A 2110.453-03</u>	RWC-ART	3,800.00	0.00	3,800.00	1,768.15	0.00	2,031.85
<u>A 2110.453-51</u>	BAS-PHYSICAL ED	1,300.00	15,817.25	17,117.25	16,993.22	0.00	124.03
<u>A 2110.453-52</u>	WLB-PHYSICAL ED	1,300.00	0.00	1,300.00	226.02	1,061.05	12.93
<u>A 2110.453-53</u>	RWC-PHYSICAL ED	1,600.00	0.00	1,600.00	0.00	0.00	1,600.00
<u>A 2110.453-81</u>	VOCAL MUSIC-BAS	825.00	106.00	931.00	929.07	0.00	1.93
<u>A 2110.453-82</u>	VOCAL MUSIC-RWC	850.00	-53.00	797.00	739.62	0.00	57.38
<u>A 2110.453-83</u>	VOCAL MUSIC-WLB	825.00	-53.00	772.00	655.32	116.00	0.68
<u>A 2110.453-91</u>	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	1,737.71	0.00	262.29
<u>A 2110.453-92</u>	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	1,773.40	0.00	226.60
<u>A 2110.453-93</u>	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	1,930.37	0.00	69.63
<u>A 2110.455-01</u>	BAS-SUPPLEMENTAL	2,000.00	0.03	2,000.03	2,000.03	0.00	0.00
<u>A 2110.455-02</u>	WLB-SUPPLEMENTAL	3,000.00	0.00	3,000.00	554.05	0.00	2,445.95
<u>A 2110.455-03</u>	RWC-SUPPLEMENTAL	3,700.00	0.00	3,700.00	3,646.76	0.00	53.24
<u>A 2110.455-4</u>	CHALLENGE	1,800.00	0.00	1,800.00	1,798.41	0.00	1.59
<u>A 2110.455-41</u>	BAS-CHALLENGE	1,350.00	0.00	1,350.00	1,350.00	0.00	0.00
<u>A 2110.455-42</u>	WLB-CHALLENGE	1,350.00	0.00	1,350.00	1,350.00	0.00	0.00
<u>A 2110.455-43</u>	RWC-CHALLENGE	1,350.00	0.00	1,350.00	1,350.00	0.00	0.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2110.456</u>	District Workbooks	10,000.00	-7,000.00	3,000.00	0.00	0.00	3,000.00
<u>A 2110.47</u>	TUITION	25,000.00	-25,000.00	0.00	0.00	0.00	0.00
<u>A 2110.473</u>	CHARTER SCHOOL TUITION	48,000.00	46,042.00	94,042.00	94,034.00	0.00	8.00
<u>A 2110.48</u>	TEXTBOOKS	16,000.00	0.00	16,000.00	7,108.65	6,552.96	2,338.39
<u>A 2110.480-1</u>	BAS TEXTBOOKS	8,500.00	0.00	8,500.00	6,641.90	400.00	1,458.10
<u>A 2110.480-2</u>	WLB TEXTBOOKS	8,800.00	0.00	8,800.00	4,024.23	0.00	4,775.77
<u>A 2110.480-3</u>	RWC TEXTBOOKS	11,000.00	0.00	11,000.00	6,169.28	400.00	4,430.72
<u>A 2110.482-41</u>	READING/SUPPORT TEXTBOOKS BAS	2,500.00	0.00	2,500.00	975.05	0.00	1,524.95
<u>A 2110.482-42</u>	READING/SUPPORT TEXTBOOKS WLB	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
<u>A 2110.482-43</u>	READING/SUPPORT TEXTBOOKS RWC	2,700.00	0.00	2,700.00	719.40	0.00	1,980.60
<u>A 2110.482-9</u>	ESL TEXTBOOKS	2,300.00	0.00	2,300.00	1,983.38	0.00	316.62
<u>A 2110.484</u>	MATH TEXTBOOKS	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00
<u>A 2110.485</u>	SCIENCE TEXTBOOKS	8,200.00	0.00	8,200.00	7,639.12	0.00	560.88
<u>A 2110.492-9</u>	ESL	23,000.00	29,600.00	52,600.00	42,579.64	10,000.00	20.36
<u>A 2110.494-5</u>	OUTDOOR EDUCATION	33,000.00	-30,000.00	3,000.00	0.00	0.00	3,000.00
<u>A 2110.495-5</u>	BOGES-ARTS IN EDUC	25,000.00	0.00	25,000.00	20,124.87	4,875.13	0.00
2110	REGULAR SCHOOL	10,471,196.00	-545,149.99	9,926,046.01	7,768,028.55	2,013,931.21	144,086.25
21	New York State Income Tax	10,471,196.00	-545,149.99	9,926,046.01	7,768,028.55	2,013,931.21	144,086.25
<u>A 2250.150-1</u>	RR/SPEECH/CID SALARIES-BAS	234,240.00	-10,800.00	223,440.00	164,844.11	58,560.00	35.89
<u>A 2250.150-2</u>	RR/SPEECH/CID SALARIES-RWC	349,477.73	220,568.14	570,045.87	441,691.63	124,702.25	3,651.99
<u>A 2250.150-3</u>	RR/SPEECH/CID SALARIES-WLB	474,941.27	74,936.07	549,877.34	416,578.74	133,298.60	0.00
<u>A 2250.151-1</u>	INCLUSION TEACHERS SALARIES-BAS	641,844.22	-301,936.07	339,908.15	253,891.86	85,039.34	976.95
<u>A 2250.151-2</u>	INCLUSION TEACHERS SALARIES-RWC	780,887.78	-307,568.14	473,119.64	354,646.26	118,215.74	257.64
<u>A 2250.152</u>	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	-2,500.00	0.00	0.00	0.00	0.00
<u>A 2250.16</u>	CSE OFFICE SALARIES	126,444.00	0.00	126,444.00	108,548.16	10,283.52	7,632.32
<u>A 2250.161-1</u>	INCLUSION AIDES SALARIES-BAS	18,195.00	49,203.25	67,398.25	48,452.71	7,220.90	11,724.64
<u>A 2250.161-2</u>	INCLUSION AIDES SALARIES-RWC	56,639.00	158,723.03	215,362.03	171,231.72	43,222.43	907.88
<u>A 2250.161-3</u>	INCLUSION AIDES SALARIES-WLB	71,900.00	59,937.39	131,837.39	101,979.14	29,539.79	318.46
<u>A 2250.2</u>	SPECIAL ED EQUIP GENERAL	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<u>A 2250.237</u>	CID EQUIPMENT	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<u>A 2250.4</u>	SPECIAL ED EXPENSES	277,700.00	54,163.29	331,863.29	225,974.02	105,677.98	211.29
<u>A 2250.400-1</u>	Copy Machine Lease Service	6,000.00	0.00	6,000.00	2,048.54	1,901.97	2,049.49
<u>A 2250.403-97</u>	PETTY CASH	100.00	0.00	100.00	0.00	100.00	0.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2250.45</u>	SPECIAL ED SUPPLIES		5,000.00	0.00	5,000.00	3,018.42	30.94	1,950.64
<u>A 2250.451</u>	OFFICE PAPER-CSE		500.00	-500.00	0.00	0.00	0.00	0.00
<u>A 2250.453-41</u>	SPEECH SUPPLIES-BAS		300.00	-125.25	174.75	174.75	0.00	0.00
<u>A 2250.453-42</u>	SPEECH SUPPLIES-RWC		350.00	-104.88	245.12	245.12	0.00	0.00
<u>A 2250.453-43</u>	SPEECH SUPPLIES-WLB		350.00	-151.47	198.53	198.53	0.00	0.00
<u>A 2250.453-5</u>	SPECIAL ED-SPEECH K		500.00	-138.58	361.42	361.42	0.00	0.00
<u>A 2250.453-61</u>	RESOURCE ROOM-BAS		0.00	345.92	345.92	345.92	0.00	0.00
<u>A 2250.453-62</u>	RESOURCE ROOM-RWC		1,000.00	-574.55	425.45	395.49	0.00	29.96
<u>A 2250.453-63</u>	RESOURCE ROOM-WLB		1,000.00	-438.52	561.48	561.48	0.00	0.00
<u>A 2250.453-72</u>	CID SUPPLIES-RWC		660.00	-191.24	468.76	468.76	0.00	0.00
<u>A 2250.453-73</u>	CID SUPPLIES-WLB		1,340.00	-385.07	954.93	954.93	0.00	0.00
<u>A 2250.477</u>	SPECIAL ED-TUITION		474,055.00	36,500.00	512,555.00	373,780.52	102,256.40	36,518.08
<u>A 2250.483-7</u>	CID TEXTBOOKS		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 2250.490</u>	BOCES SERVICES		1,890,924.00	796,826.00	2,687,750.00	2,147,828.45	540,895.55	-974.00
2250	HANDICAPPED PROGRAM	*	5,419,648.00	825,789.32	6,245,437.32	4,818,220.68	1,360,925.41	66,291.23
22	Federal Income Tax	**	5,419,648.00	825,789.32	6,245,437.32	4,818,220.68	1,360,925.41	66,291.23
<u>A 2330.45</u>	SUMMER SCHOOL SUPPLIES		1,000.00	0.00	1,000.00	-25.40	175.00	850.40
<u>A 2330.49</u>	BOCES SUMMER SCHOOL		115,000.00	-101,334.54	13,665.46	0.00	0.00	13,665.46
2330	OTHER SPEC. SCHOOLS	*	116,000.00	-101,334.54	14,665.46	-25.40	175.00	14,515.86
23	Income Executions	**	116,000.00	-101,334.54	14,665.46	-25.40	175.00	14,515.86
<u>A 2610.15</u>	LIBRARY SALARIES		279,968.00	-278,779.50	1,188.50	0.00	0.00	1,188.50
<u>A 2610.150-1</u>	LIBRARY SALARIES-BAS		0.00	78,098.00	78,098.00	58,573.44	19,524.56	0.00
<u>A 2610.150-2</u>	LIBRARY SALARIES-RWC		0.00	67,240.50	67,240.50	50,329.30	16,911.20	0.00
<u>A 2610.150-3</u>	LIBRARY SALARIES-WLB		0.00	133,441.00	133,441.00	100,080.72	33,360.28	0.00
<u>A 2610.2</u>	EQUIPMENT-LIBRARY		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<u>A 2610.250-0</u>	AUDIO VISUAL EQUIPMENT		1,000.00	0.00	1,000.00	1,000.00	0.00	0.00
<u>A 2610.405</u>	AUDIO VISUAL EXPENSES		2,500.00	0.00	2,500.00	2,314.83	63.22	121.95
<u>A 2610.45</u>	LIBRARY SUPPLIES		1,800.00	-1,440.32	359.68	359.68	0.00	0.00
<u>A 2610.451</u>	LIBRARY BOOKS-BAS		7,000.00	664.00	7,864.00	1,584.04	5,780.76	499.20
<u>A 2610.452</u>	LIBRARY BOOKS-RWC		7,000.00	913.51	7,913.51	7,138.97	0.00	774.54
<u>A 2610.453</u>	LIBRARY BOOKS-WLB		7,500.00	662.81	8,162.81	7,392.37	0.00	770.44
<u>A 2610.455</u>	AUDIO VISUAL SUPPLIES		1,500.00	0.00	1,500.00	962.29	0.00	537.71
<u>A 2610.46</u>	LIBRARY COMPUTER SOFTWARE		3,000.00	0.00	3,000.00	360.00	0.00	2,640.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2610.49</u>	BOCES	25,000.00	0.00	25,000.00	22,793.42	4,881.58	-2,675.00
2610	LIBRARY	337,268.00	0.00	337,268.00	252,889.06	80,521.60	3,857.34
<u>A 2630.12</u>	COMPUTER SALARY	72,885.00	171,484.50	244,369.50	173,033.90	42,814.60	28,521.00
<u>A 2630.2</u>	COMPUTER EQUIPMENT	40,000.00	-7,300.00	32,700.00	29,789.86	0.00	2,910.14
<u>A 2630.4</u>	COMPUTER EXPENSES	15,000.00	0.00	15,000.00	9,469.70	5,014.30	516.00
<u>A 2630.45</u>	COMPUTER SUPPLIES	60,000.00	4,000.00	64,000.00	62,294.48	1,492.00	213.52
<u>A 2630.46</u>	COMPUTER SOFTWARE	55,000.00	-5,749.43	49,250.57	41,249.45	0.00	8,001.12
<u>A 2630.49</u>	BOCES E-RATE SERVICES	205,000.00	108,475.36	313,475.38	266,874.10	46,600.00	1.28
2630	COMPUTER ASSISTED INSTRUCT.	447,885.00	270,910.45	718,795.45	582,711.49	95,920.90	40,163.06
26	Social Security Tax	785,153.00	270,910.45	1,056,063.45	835,600.55	176,442.50	44,020.40
<u>A 2805.4</u>	ATTENDANCE EXPENSES	17,000.00	0.00	17,000.00	0.00	17,900.00	-900.00
2805	ATTENDANCE	17,000.00	0.00	17,000.00	0.00	17,900.00	-900.00
<u>A 2815.16</u>	SCHOOL NURSES SALARIES	42,300.60	31,263.40	73,564.00	57,301.00	16,263.00	0.00
<u>A 2815.160-1</u>	SCHOOL NURSES SALARIES-BAS	56,576.40	5,500.00	62,076.40	47,505.52	14,428.98	141.90
<u>A 2815.160-2</u>	SCHOOL NURSES SALARIES-RWC	70,072.00	8,000.00	78,072.00	60,585.74	17,209.26	277.00
<u>A 2815.160-3</u>	SCHOOL NURSES SALARIES-WLB	54,841.00	8,000.00	62,841.00	56,553.90	5,684.10	603.00
<u>A 2815.4</u>	HEALTH SERVICES EXPENSES	50,000.00	20,400.00	70,400.00	52,394.58	15,726.78	2,278.64
<u>A 2815.450-1</u>	HEALTH SERVICE SUPPLIES-BAS	2,900.00	0.00	2,900.00	1,131.53	0.00	1,768.47
<u>A 2815.450-2</u>	HEALTH SERVICE SUPPLIES-RWC	2,900.00	0.00	2,900.00	2,879.00	0.00	21.00
<u>A 2815.450-3</u>	HEALTH SERVICE SUPPLIES-WLB	2,900.00	0.00	2,900.00	630.70	0.00	2,269.30
<u>A 2815.452-5</u>	DIAGNOSTIC SCREEN SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
<u>A 2815.452-51</u>	DIAGNOSTIC SCREEN SUPPLIES-BAS	5,650.00	0.00	5,650.00	2,107.93	1,039.50	2,502.57
<u>A 2815.452-52</u>	DIAGNOSTIC SCREEN SUPPLIES-RWC	5,700.00	0.00	5,700.00	1,945.21	0.00	3,754.79
<u>A 2815.452-53</u>	DIAGNOSTIC SCREEN SUPPLIES-WLB	5,650.00	0.00	5,650.00	3,863.08	0.00	1,786.92
<u>A 2815.473</u>	SPEECH SERV-PAROC	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
<u>A 2815.49</u>	BOCES-HEALTH SERV	13,668.00	6,900.00	20,568.00	16,540.06	3,227.94	800.00
2815	HEALTH SERVICES	314,658.00	80,063.40	394,721.40	303,438.25	73,579.56	17,703.59
<u>A 2820.151-7</u>	INSTRUCTIONAL SALARIES-PSYCHOLOGIST	78,752.00	-78,752.00	0.00	0.00	0.00	0.00
<u>A 2820.151-71</u>	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-BAS	115,290.00	0.00	115,290.00	66,467.50	28,822.50	0.00
<u>A 2820.151-72</u>	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-RWC	114,290.00	0.00	114,290.00	85,717.44	28,572.56	0.00
<u>A 2820.151-73</u>	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-WLB	106,953.00	80,652.00	187,605.00	152,801.64	34,803.36	0.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2820.155-0</u>	EARLY ID TEACHERS SALARIES		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
<u>A 2820.400-1</u>	PSYCH EXPENSES-BAS		250.00	-250.00	0.00	0.00	0.00	0.00
<u>A 2820.400-2</u>	PSYCH EXPENSES-RWC		300.00	-300.00	0.00	0.00	0.00	0.00
<u>A 2820.400-3</u>	PSYCH EXPENSES-WLB		300.00	-300.00	0.00	0.00	0.00	0.00
<u>A 2820.451-71</u>	PSYCH SUPPLIES-BAS		300.00	-300.00	0.00	0.00	0.00	0.00
<u>A 2820.451-72</u>	PSYCH SUPPLIES-RWC		350.00	-144.45	205.55	205.55	0.00	0.00
<u>A 2820.451-73</u>	PSYCH SUPPLIES-WLB		350.00	-3.80	346.20	346.20	0.00	0.00
<u>A 2820.455-0</u>	EARLY ID-SUPPLIES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2820	PSYCHOLOGY SERVICES	*	420,135.00	601.75	420,736.75	325,538.33	92,198.42	3,000.00
<u>A 2825.150-1</u>	SOCIAL WORKER SALARIES-BAS		64,790.00	1,930.50	66,720.50	50,040.36	16,680.14	0.00
<u>A 2825.150-2</u>	SOCIAL WORKER SALARIES-RWC		134,794.00	-1,930.50	132,863.50	98,240.22	32,746.78	1,878.50
<u>A 2825.150-3</u>	SOCIAL WORKER SALARIES-WLB		71,353.00	0.00	71,353.00	50,040.36	16,680.14	4,632.50
<u>A 2825.400-1</u>	SOCIAL WORKER EXPENSES-BAS		200.00	-154.09	45.91	45.91	0.00	0.00
<u>A 2825.45</u>	SOCIAL WORKER SUPPLIES		300.00	-158.55	141.45	141.45	0.00	0.00
<u>A 2825.450-2</u>	SOCIAL WORKER SUPPLIES-RWC		200.00	-131.76	68.24	68.24	0.00	0.00
2825	SOCIAL WORK SRVC-REG SCHOOL	*	271,637.00	-444.40	271,192.60	198,576.54	66,107.06	6,509.00
28	New York City Income Tax	**	1,023,430.00	80,220.75	1,103,650.75	827,553.12	249,785.04	26,312.59
2		***	19,118,277.00	476,821.47	19,595,098.47	15,355,490.26	3,918,087.85	321,520.36
<u>A 5540.4</u>	TRANSPORTATION EXPENSES		1,100,000.00	147,000.00	1,247,000.00	1,104,896.89	143,986.82	-1,883.71
<u>A 5540.405</u>	TRANSPORT/SCHOOL TRIP		12,000.00	0.00	12,000.00	0.00	12,000.00	0.00
5540	CONTRACTED TRANSPORTATION	*	1,112,000.00	147,000.00	1,259,000.00	1,104,896.89	155,986.82	-1,883.71
<u>A 5581.49</u>	BOCES/TRANSP. EXPENSE		170,000.00	128,000.00	298,000.00	235,636.80	62,278.40	84.80
<u>A 5581.491</u>	SUMMER SPECIAL ED. TRANSPORTATION		12,000.00	0.00	12,000.00	0.00	0.00	12,000.00
5581	TRANS. BOCES	*	182,000.00	128,000.00	310,000.00	235,636.80	62,278.40	12,084.80
55		**	1,294,000.00	275,000.00	1,569,000.00	1,340,533.89	218,265.22	10,201.09
5		***	1,294,000.00	275,000.00	1,569,000.00	1,340,533.69	218,265.22	10,201.09
<u>A 8070.4</u>	CENSUS EXPENSES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 8070.45</u>	CENSUS SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
8070	CENSUS	*	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
80		**	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
8		***	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
<u>A 9010.8</u>	EMPLOYEE RETIREMENT		390,575.00	-61,322.00	329,253.00	231,283.74	0.00	97,969.26
9010	EMP. RETIREMENT SYSTEM	*	390,575.00	-61,322.00	329,253.00	231,283.74	0.00	97,969.26

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2021 To 5/31/2022



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 9020.8</u>	TEACHERS RETIREMENT		1,529,488.00	-22,300.00	1,507,188.00	0.00	0.00	1,507,188.00
9020	TEACHERS RETIRE. SYSTEM	*	1,529,488.00	-22,300.00	1,507,188.00	0.00	0.00	1,507,188.00
<u>A 9030.8</u>	SOCIAL SECURITY		1,322,089.00	-157,000.00	1,165,069.00	1,012,926.56	0.00	152,142.44
9030	FICA	*	1,322,069.00	-157,000.00	1,165,069.00	1,012,926.56	0.00	152,142.44
<u>A 9040.8</u>	WORKERS COMP		113,257.00	-3,270.62	109,986.38	106,958.00	0.00	3,028.38
9040	WORKMEN'S COMPENSATION	*	113,257.00	-3,270.62	109,986.38	106,958.00	0.00	3,028.38
<u>A 9050.8</u>	UNEMPLOYMENT INSURANCE		30,000.00	-10,000.00	20,000.00	1,992.96	18,007.04	0.00
9050	UNEMPLOYMENT	*	30,000.00	-10,000.00	20,000.00	1,992.96	18,007.04	0.00
<u>A 9060.8</u>	HOSP & MED INSUR		3,687,909.00	-676,572.00	3,011,337.00	2,634,314.19	0.00	377,022.81
<u>A 9060.85</u>	DENTAL INSURANCE		185,500.00	-56,645.00	128,855.00	117,578.86	0.00	11,276.14
<u>A 9060.850</u>	Dental Insurance		0.00	0.00	0.00	0.00	0.00	0.00
9060	HEALTH INSURANCE	*	3,873,409.00	-733,217.00	3,140,192.00	2,751,893.05	0.00	388,298.95
<u>A 9089.15</u>	ACCUM LEAVE		0.00	0.06	0.06	0.00	0.00	0.06
9089	OTHER	*	0.00	0.06	0.06	0.00	0.00	0.06
90		**	7,258,798.00	-987,109.56	6,271,688.44	4,105,054.31	18,007.04	2,148,627.09
<u>A 9710.6</u>	PRINCIPAL ON INDEBTED		292,896.00	8,736.47	301,632.47	301,632.47	0.00	0.00
<u>A 9710.7</u>	INTEREST ON INDEBTEDN		102,581.00	-8,736.53	93,844.47	93,843.81	0.00	0.66
9710	DEBT SERVICE-SERIAL BONDS	*	395,477.00	-0.06	395,476.94	395,476.28	0.00	0.66
97	Endowment, Scholarship and Gift Fund	**	395,477.00	-0.06	395,476.94	395,476.28	0.00	0.66
<u>A 9901.93</u>	TRANSFER TO SCHOOL FOOD		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
<u>A 9901.95</u>	TRANSFER TO SPECIAL AID		40,000.00	0.00	40,000.00	0.00	0.00	40,000.00
9901	TRANSFER TO SPECIAL AID	*	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
<u>A 9950.9</u>	INTERFUND TRANSFER		400,000.00	0.00	400,000.00	400,000.00	0.00	0.00
9950	TRANSFER TO CAPITAL	*	400,000.00	0.00	400,000.00	400,000.00	0.00	0.00
99		**	450,000.00	0.00	450,000.00	400,000.00	0.00	50,000.00
9		***	8,104,275.00	-987,109.62	7,117,165.38	4,900,530.59	18,007.04	2,198,627.75
Fund A Totals:			31,787,655.00	158,840.95	31,946,495.95	24,638,014.52	4,609,091.70	2,699,389.73
Grand Totals:			31,787,655.00	158,840.95	31,946,495.95	24,638,014.52	4,609,091.70	2,699,389.73

VALLEY STREAM UFSD # 24

Revenue Status Report From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>A 1001</u>	REAL PROPERTY TAXES	21,995,845.00	0.00	21,995,845.00	22,013,823.13	-17,978.13
<u>A 1052</u>	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	436,310.47	-436,310.47
<u>A 1090</u>	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	2,042.84	-2,042.84
<u>A 2280</u>	HEALTH SERV OTHER DIST	0.00	0.00	0.00	90,908.62	-90,908.62
<u>A 2401</u>	INTEREST AND EARNINGS	12,000.00	0.00	12,000.00	20,127.81	-8,127.81
<u>A 2412</u>	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	770.00	-770.00
<u>A 2670</u>	SALE OF PROPERTY	0.00	0.00	0.00	3,430.25	-3,430.25
<u>A 2701</u>	REFUNDS OF PRIOR YR EXP- BOCES ONLY	0.00	0.00	0.00	125,224.01	-125,224.01
<u>A 2703</u>	REFUND OF PRIOR YEAR EXP-OTHER	0.00	0.00	0.00	32,447.07	-32,447.07
<u>A 2770</u>	OTHER UNCLASSIFIED REV	791,981.00	0.00	791,981.00	2,182.66	789,798.34
<u>A 2771.ERA.TE</u>	E-RATE REFUND	0.00	0.00	0.00	8,462.02	-8,462.02
<u>A 3101</u>	STATE AID-BASIC FORMULA	8,687,829.00	0.00	8,687,829.00	4,672,362.31	4,015,466.69
<u>A 3101.E</u>	EXCESS COST AID	0.00	0.00	0.00	1,068,834.20	-1,068,834.20
<u>A 3102</u>	STATE AID-LOTTERY	0.00	0.00	0.00	1,297,852.81	-1,297,852.81
<u>A 3103</u>	STATE AID-BOCES	0.00	0.00	0.00	119,840.00	-119,840.00
<u>A 3260</u>	STATE AID-TEXTBOOKS	0.00	0.00	0.00	23,667.00	-23,667.00
<u>A 3262</u>	STATE AID-COMPUTER SOFTWARE	0.00	0.00	0.00	18,441.00	-18,441.00
<u>A 3263</u>	LIBRARY AV LOAN PROGRAM	0.00	0.00	0.00	13,629.00	-13,629.00
<u>A 3289</u>	OTHER STATE AID	0.00	0.00	0.00	2,500.00	-2,500.00
<u>A 4286</u>	CARES ACT EDUCATION STABILIZATION FUND - FEDERAL AID	0.00	43,657.00	43,657.00	1,397.00	42,260.00
<u>A 4289</u>	FEDERAL AID - OTHER	0.00	40,389.55	40,389.55	40,262.25	127.30
<u>A 4601</u>	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	151,975.27	-151,975.27
A Totals:		31,487,655.00	84,046.55	31,571,701.55	30,148,489.72	1,425,211.83
<u>C 1440</u>	SALE OF LUNCHES	0.00	0.00	0.00	3,896.90	-3,896.90
<u>C 2401</u>	INTEREST & EARNINGS	0.00	0.00	0.00	8.36	-8.36
<u>C 2770</u>	MISCELLANEOUS REVENUES	0.00	0.00	0.00	204.00	-204.00
<u>C 3190</u>	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	757.00	-757.00
<u>C 3191</u>	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	478.00	-478.00
<u>C 4190</u>	FEDERAL AID - LUNCH	0.00	0.00	0.00	328,191.00	-328,191.00
<u>C 4191</u>	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	24,931.00	-24,931.00
C Totals:		0.00	0.00	0.00	358,466.26	-358,466.26

VALLEY STREAM UFSD # 24

Revenue Status Report From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>CM 2401</u>	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	0.07	-0.07
	CM Totals:	0.00	0.00	0.00	0.07	-0.07
<u>F 2401</u>	INTEREST & EARNINGS	0.00	0.00	0.00	9.41	-9.41
<u>F 3289</u>	OTHER STATE AID	0.00	0.00	0.00	136,153.01	-136,153.01
<u>F 3289.01.22.5870</u>	UPK GRANT - 2021-22 - 5870-22-9294	0.00	0.00	0.00	206,877.00	-206,877.00
<u>F 4289.00.21.5891</u>	CRRSA-ESSER 2 - 03/13/20-09/30/23 - 5891-21-1565	856,587.00	0.00	856,587.00	171,317.00	685,270.00
<u>F 4289.00.21.5896</u>	CRRSA-GEER 2 - 03/13/20-09/30/23 - 5896-21-1565	41,506.00	0.00	41,506.00	8,301.00	33,205.00
<u>F 4289.02.22.0032</u>	SEC 611 - 0032-22-0433 - 2021-2022	340,156.00	0.00	340,156.00	70,002.00	270,154.00
<u>F 4289.03.22.0033</u>	SEC 619 - 0033-22-0433 - 2021-2022	16,138.00	0.00	16,138.00	3,227.00	12,911.00
<u>F 4289.07.22.0021</u>	TITLE IA - 2021-22 - 0021-22-1565	0.00	0.00	0.00	32,752.00	-32,752.00
<u>F 4289.08.22.0147</u>	TITLE IIA - 2021-22 - 0147-22-1565	0.00	0.00	0.00	4,928.00	-4,928.00
<u>F 4289.09.22.0293</u>	TITLE IIIA ELL - 2021-22 - 0293-22-1565	0.00	0.00	0.00	4,181.00	-4,181.00
<u>F 4289.10.21.0149</u>	TITLE III-IMM 0149-21-1565 2020-2021	0.00	0.00	0.00	4,399.00	-4,399.00
<u>F 4289.13.22.0204</u>	TITLE IV A - 2021-22 - 0204-22-1565	14,196.00	0.00	14,196.00	2,839.00	11,357.00
<u>F 4289.14.22.0011</u>	TITLE I - 2021-22 - 0011-22-3144	0.00	0.00	0.00	44,103.00	-44,103.00
<u>F 4289.80.21.5880</u>	ARP-ESSER - 2020-24 - 5880-21-1565	1,418,675.00	0.00	1,418,675.00	141,867.00	1,276,808.00
<u>F 4289.82.21.5882</u>	ARP-ESSER STATE RESERVES- SUMMER LEARNING & ENRICHMENT - 2020-24 - 5882-21-1565	0.00	0.00	0.00	20,000.00	-20,000.00
<u>F 4289.83.21.5883</u>	ARP-ESSER STATE RESERVES- COMPREHENSIVE AFTER SCHOOL - 2020-24 - 5883-21-1585	0.00	100,002.00	100,002.00	20,000.00	80,002.00
<u>F 4289.84.21.5884</u>	ARP-ESSER STATE RESERVES- LEARNING LOSS - 2020-24 - 5884-21-1565	0.00	499,996.00	499,996.00	99,999.00	399,997.00
	F Totals:	2,687,258.00	599,998.00	3,287,256.00	970,954.42	2,316,301.58
<u>H 2401</u>	INTEREST & EARNINGS	0.00	0.00	0.00	2.10	-2.10
<u>H 3297.DAS.NY</u>	STATE AIDE OTHER: DASNY GRANTS	0.00	613,000.00	613,000.00	0.00	613,000.00
<u>H 5031</u>	INTERFUND TRANSFER	0.00	0.00	0.00	400,000.00	-400,000.00
	H Totals:	0.00	613,000.00	613,000.00	400,002.10	212,997.90
<u>T 2401</u>	INTEREST & EARNINGS	0.00	0.00	0.00	61.83	-61.83

VALLEY STREAM UFSD # 24

Revenue Status Report From 7/1/2021 To 5/31/2022



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
	T Totals:	0.00	0.00	0.00	61.83	-61.83
<u>TE 240.1</u>	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	0.16	-0.16
	TE Totals:	0.00	0.00	0.00	0.16	-0.16
	Grand Totals:	34,174,913.00	1,297,044.55	35,471,957.55	31,875,974.56	3,595,982.99

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2021 - 5/31/2022



Account	Description	Debits	Credits
A 200G	NY CLASS	102,521.27	0.00
A 200H	METROPOLITAN COMMERCIAL BANK	4,039,099.88	0.00
A 203	CASH CHECKING-CHASE	6,956,403.02	0.00
A 204	CASH CHECKING-CHASE - TA	381,094.50	0.00
A 204A	CASH STUDENT DEPOSIT	10,412.32	0.00
A 204B	CASH - NET PAYROLL	2,955.11	0.00
A 250	TAXES RECEIVABLE	6,249,203.00	0.00
A 380	ACCOUNTS RECEIVABLE	14,124.50	0.00
A 391C	DUE FROM CAFETERIA FUND	145,000.00	0.00
A 391F	DUE FROM FEDERAL FUND	897,841.77	0.00
A 391H	DUE FROM CAPITAL FUND	80,000.00	0.00
A 410	STATE AID RECEIVABLE	69,123.01	0.00
A 440	DUE FROM OTHER GOVTS	2,738.89	0.00
A 510	ESTIMATED REVENUES	31,571,701.55	0.00
A 521	ENCUMBRANCES	4,609,091.70	0.00
A 522	APPROPRIATION EXPENSES	24,638,014.52	0.00
A 599	APPROPRIATED FUND BAL	374,794.40	0.00
A 600	ACCOUNTS PAYABLE	0.00	10,584.43
A 601FICA	ACCRUED LIABILITY - EMPLOYER FICA COVID-19	0.00	336,129.13
A 630	DUE TO OTHER FUNDS	0.00	642.93
A 630C	DUE TO CAFETERIA FUND	0.00	249,935.06
A 630F	DUE TO FEDERAL FUND	0.00	25.64
A 630H	DUE TO CAPITAL FUND	0.00	443,466.49
A 631	DUE TO HIGH SCHOOL DIST	0.00	3,087,940.92
A 632	DUE TO TEACHERS RETIREMT	0.00	104,795.37
A 688.3	OTHER LIABILITIES/AFLAC - SUPP. INSURANCE	0.00	485.98
A 691	DEFERRED REVENUE	0.00	14,124.50
A 695	DEFERRED TAXES - RESERVE FOR EXCESS TAX LEVY	0.00	296,523.98
A 718	STATE RETIREMENT	0.00	59.67
A 720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	3,799.89
A 722	FEDERAL INCOME TAX	640.00	0.00
A 738	STUDENT DEPOSITS	0.00	9,900.00
A 815	RESERVE FOR UNEMPLOYMENT	0.00	23,247.62
A 821	RESERVE FOR ENCUMBRANCES	0.00	4,609,091.70
A 827	RESERVE FOR STATE AND LOCAL RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	3,427,621.54
A 828	RESERVE FOR TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	535,074.00
A 867	RES FOR ACCR LIAB & EMP BENE	0.00	1,227,324.70
A 878	CAPITAL RESERVE	0.00	2,024,700.51
A 909	FUND BALANCE	0.00	1,346,299.71
A 910	APPROPRIATED FUND BALANCE	0.00	300,000.00
A 960	APPROPRIATIONS	0.00	31,946,495.95
A 980	REVENUES	0.00	30,146,489.72
A Fund Totals:		80,144,759.44	80,144,759.44
C 203	CASH CHECKING-CHASE	11,236.67	0.00

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2021 - 5/31/2022



Account	Description	Debits	Credits
C 391	DUE FROM GENERAL FUND	246,715.06	0.00
C 521	ENCUMBRANCES	80,474.80	0.00
C 522	EXPENDITURES	268,790.80	0.00
C 599	APPROPRIATED FUND BALANCE	355,000.00	0.00
C 600	ACCOUNTS PAYABLE	0.00	97.00
C 630	DUE TO OTHER FUNDS	0.00	145,000.00
C 691	DEFERRED REVENUE	0.00	23,179.27
C 821	RESERVE FOR ENCUMBRANCES	0.00	80,474.80
C 960	APPROPRIATIONS	0.00	355,000.00
C 980	REVENUES	0.00	358,466.26
C Fund Totals:		962,217.33	962,217.33
CM 200.1	CASH - SCHOLARSHIP CHECKING	0.00	49.93
CM 522	EXPENDITURE CONTROL ACCOUNT	50.00	0.00
CM 980	Revenues	0.00	0.07
CM Fund Totals:		50.00	50.00
F 203	CASH CHECKING-CHASE	12,243.49	0.00
F 391	DUE FROM GENERAL FUND	25.64	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	52,341.13	0.00
F 510	ESTIMATED REVENUE	3,287,256.00	0.00
F 521	ENCUMBRANCES	556,286.89	0.00
F 522	EXPENDITURES	1,804,344.93	0.00
F 599	APPROPRIATED FUND BALANCE	952,074.28	0.00
F 600	ACCOUNTS PAYABLE	0.00	159.00
F 630	DUE TO GENERAL FUND	0.00	897,841.77
F 821	RESERVE FOR ENCUMBRANCES	0.00	556,286.89
F 960	APPROPRIATIONS	0.00	4,239,330.28
F 980	REVENUES	0.00	970,954.42
F Fund Totals:		6,664,572.36	6,664,572.36
H 203	CASH CHECKING-CHASE	5,092.68	0.00
H 391	DUE FROM GENERAL FUND	443,466.49	0.00
H 410	STATE & FEDERAL AID RECEIVABLE	94,877.08	0.00
H 510	ESTIMATED REVENUE	613,000.00	0.00
H 521	ENCUMBRANCES	919,572.03	0.00
H 522	EXPENDITURES	284,462.88	0.00
H 599	APPROPRIATED FUND BALANCE	952,707.69	0.00
H 630	DUE TO GENERAL FUND	0.00	80,000.00
H 821	RESERVE FOR ENCUMBRANCES	0.00	919,572.03
H 909	FUND BALANCE, UNRESERVED	0.00	347,897.03
H 960	APPROPRIATIONS	0.00	1,565,707.69
H 980	REVENUES	0.00	400,002.10
H Fund Totals:		3,313,178.85	3,313,178.85
T 170	DEPCARE	0.00	1,892.50
T 171	HEALTH CARE/FLEX	1,892.50	0.00
T 203	CASH CHECKING-CHASE	0.00	184.93
T 203A	CASH STUDENT DEPOSIT	0.05	0.00
T 205	T&A HOSPITALIZATION	231.90	0.00

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2021 - 5/31/2022



Account	Description	Debits	Credits
T 2940	FRANKLIN U.S. GOVERNMENT SEC.	0.00	400.00
T 2990	USAA LIFE	400.00	0.00
T 903	CASH - NET PAYROLL	14.81	0.00
T 980	REVENUES - INTEREST	0.00	61.83
T Fund Totals:		2,539.26	2,539.26
TE 201	SCHOLARSHIP- Cash in Checking	516.01	0.00
TE 391	Due From Other Funds	642.93	0.00
TE 909	Fund Balance, Unreserved	49.68	0.00
TE 920	ENDOWMENTS,SCHOLARSHIPS & GIFTS	0.00	610.22
TE 921	ARLENE LEWIS MEMORIAL FUND	0.00	400.00
TE 922	Gift - Scholarship American	0.00	198.24
TE 980	Revenues	0.00	0.16
TE Fund Totals:		1,208.62	1,208.62
Grand Totals:		91,088,525.86	91,088,525.86



PHONE: 212-820-9300
FAX: 212-514-8425

7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK, NY 10007
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR
RALEIGH

(212) 820-9620

May 25, 2022

Valley Stream Union Free School District Twenty-Four, New York
Letter of Engagement for 2022-2023 Fiscal Year
(Our File Designation: 5249/44649)

Jack R. Mitchell
Assistant Superintendent for Business
Valley Stream Union Free School District Twenty-Four
75 Horton Avenue
Valley Stream, New York 11581

Dear Jack:

via email: jmitchell@vs24.org

LETTER OF ENGAGEMENT FOR 2022-2023 BOND COUNSEL SERVICES

We have prepared and now send along this Letter of Engagement for Bond Counsel Services to be provided to the Valley Stream Union Free School District Twenty-Four, in the County of Nassau, New York (the "School District") for the school year commencing **July 1, 2022** and ending **June 30, 2023**, in connection with the issuance of tax anticipation notes to finance cash flow requirements. Accordingly, I have assembled information about our services and the fees associated therewith, and it is set forth below. Should any other School District financing requirements arise during the **2022-2023** fiscal year, we will supplement this letter.

SERVICES: Our primary responsibility as Bond Counsel to the School District is to render an opinion in connection with the issuance of obligations by the School District which expresses our belief (i) that the obligations have been properly authorized and issued and are valid, (ii) that the essential sources of security for the obligations have been legally provided for, and (iii) that interest on the obligations is exempt from federal income taxation. A significant emphasis in discharging this responsibility is the preparation of a record sufficient to enable us to render this opinion. Our specific services to the School District would include the following:

- (1) Participation in conferences and telephone discussions with representatives of the School District regarding the School District's cash flow financing requirements;

(2) Drafting of authorizing documents for the Board relating to the financing, including the tax anticipation note, and proceedings with respect to the sale of the School District's tax anticipation notes;

(3) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations;

(4) Participation with the School District and its financial advisors in scheduling and structuring each note financing;

(5) Assistance in drafting and review of agreements, forms and underlying documentation relating to the financing;

(6) assistance in the preparation and review of the official statement, if any, used in the public offering of School District's notes;

(7) Assistance, upon request, in the negotiation of contracts and other matters related to the note offering and rendering of additional opinions as to specific matters;

(8) Administrative coordination of meetings, and sale and closing arrangements;

(9) Consultation with the School District, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;

(10) Attending to all necessary Internal Revenue Service issue-reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;

(11) Preparation, drafting and review of closing papers including:

(a) Certificate of Determination of the President of the Board of Education,

(b) Closing Certificates,

(c) School Attorney's Certificate,

(d) Tax Certificate, and

(e) Certificate with Respect to the Official Statement;

(12) Preparation of the form of the note for each note sale;

(13) Preparation of the draft opinion for each note sale, and the furnishing of same to the credit rating agencies, as requested;

(14) Preparation of all continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;

(15) Delivery of securities to The Depository Trust Company in New Jersey to be held in escrow until the closing;

(16) Rendering of our final approving legal opinion with respect to each financing;

(17) Administrative coordination of note closings with the School District, financial advisor, underwriter and the Depository Trust Company;

(18) Continuous and unlimited communication with the School District throughout the course of each financial transaction; and

(19) Availability at all times of our skilled and caring team of professionals to assist with any questions or concerns relating directly or indirectly to the transaction.

Of necessity, our services vary in scope depending on the talent and willingness to contribute of others involved in the financing.

In addition, we shall assemble a complete record of proceedings to which we would refer when rendering our written opinion that the obligations proposed to be issued by the School District are valid and legally binding, and we will provide continuous advice with respect to each financing through consultations with representatives of the School District and any others who may be involved in the various aspects of such financing. As noted above, we will prepare all relevant proceedings for action by the Board of Education to authorize the issuance of School District obligations, and we will prepare documentation for the sale and delivery of the School District's notes, as required.

* * * *

FEES. We propose the following schedule of fees to pertain to the issuance of tax anticipation notes during the **2022-2023** fiscal year.

Our fees, which include preparation of necessary authorizing resolutions, examination of cash-flow statements, review of official statement and notice of sale drafts, and advice concerning relevant thresholds under the Internal Revenue Code of 1986, as amended, and all other related matters, are computed as follows:

<u>ISSUE AMOUNT IN DOLLARS</u>	<u>FEE</u>
Issues of \$3 million	\$ 5,000
Issues of \$4 million	\$ 5,500
Issues of \$5 million	\$ 6,000

Plus \$500 for each additional \$1 million notes up to \$20 million.

The fees for tax anticipation note issues are pro-rated to the exact amount of the issue. For example, the fee for a \$3.5 million issue would be \$5,250, calculated by adding

\$5,000 (the fee for a \$3 million issue) and \$250 (being 1/2 of the \$500 incremental amount of the fee that would apply to an issue of \$4 million).

Our fees for tax anticipation notes include all of our out of pocket expenses except for the costs relating to the preparation of book-entry securities. We charge \$225 for the initial book-entry instrument for each note issue, and \$25 for each additional instrument. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company in New Jersey in escrow pending a closing. We charge \$100 per instrument for note instruments prepared in other than book-entry format.

* * * *

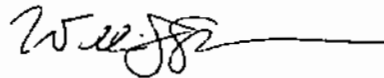
The fees provided herein shall apply to any tax anticipation notes issued in or on account of the **2022-2023** fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent. The fees described above do not, of course, include the drafting of legislation or the handling of litigation, none of which is necessary or to be anticipated in an ordinary financing; or assistance in responding to SEC initiatives or inquiries, IRS audits, or any related matters.

* * * *

This agreement is terminable at will on thirty (30) days' notice and the School District's responsibility at termination would be to pay only those fees and expenses incurred up to the date of termination. Should the terms hereof be acceptable, may I kindly ask that the President of the Board of Education acknowledge the acceptance of the terms of our engagement by signing where provided below, and returning a signed copy of this letter to us.

With best wishes, I am

Very truly yours,



William J. Jackson

WJJ: s

**APPROVED AND ACCEPTED BY
VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR, NEW YORK**

By: President of the Board of Education

(printed name)

(signature)

Date: _____



May 24, 2022

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of, _____ (the "Effective Date") between the Valley Stream UFSD #24, ("District") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the District desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** ("Work Orders"), and Munistat desires to provide services to the District in connection with such Work Orders.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. **Municipal Advisory Services.** The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders, and Munistat's services as the District's Municipal Advisor shall be expressly limited to the services noted therein.
2. **Term and Termination.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B.**
3. **Agreement to Provide Information.** The District agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The District further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided.
4. **Compensation.** Munistat shall receive a fee for any services rendered to the District pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.

5. **Indemnity.** Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.

6. **Required Regulatory Disclosures.** Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the District's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. **Disclosure of Conflicts of Interest.** The District acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The District further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The District hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the District as noted in Appendix C. In this regard, District hereby authorizes the Assistant Superintendent for Business to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the District.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.

[Signature page follows]

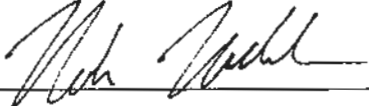
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

**VALLEY STREAM
UFSD #24**

MUNISTAT SERVICES, INC.

By: _____

By:  _____

Name: _____

Name: Noah Nadelson

Title: _____

Title: Chief Executive Officer

APPENDIX A

SERVICES

FOR THE TANS

- All necessary research and preparation of the Preliminary Official Statement, in accordance with the SEC Disclosure Regulations.
- Review of the actual and projected cash flows to ensure compliance and justification for borrowing amount.
- If a rating on the TAN's is requested, we will submit all required documents and information to the appropriate rating agency and represent the District in the credit evaluation conference call.
- Supervise word processing, proofreading of Preliminary Official Statement, Notice of Sale, and effect electronic dissemination of such documents to prospective bidders.
- Preparation and filing of required documents for The Depository Trust Company (DTC).
- Be present at the bid opening; arrange for and be present to assist at the closing.
- Preparation and distribution of Final Official Statements in accordance with purchaser's requests.
- Preparation of the computation of note interest due for use in the budget and cash flow processes.

FOR THE SEC FILING REQUIREMENT

As the District's designated dissemination agent, we will be responsible for all necessary research and analysis in order to prepare the Annual Information Statements as required and will file it together with the audited financial statements of the District, on or before the due date with The Electronic Municipal Market Access System ("EMMA") in accordance with SEC Rule 15c12-12 and the District's Undertaking to Provide Continuing Disclosure. We will also be responsible for the filing of all Notes of Material Events with EMMA at no additional charge.

FOR THE BONDS, BOND ANTICIPATION NOTES, REFUNDING BONDS, AND LEASES

- We will submit a list to the District of the documents and information necessary to prepare the Official Statement. We then prepare the Official Statement, relying on Bond Counsel for certain language relating to legal matters, in accordance with disclosure requirements, as set forth in Securities and Exchange Commission Rule 15c2-12.
- In order to avoid the errors that may be caused by time pressures, we would prefer to have about 2 weeks for composition and word processing, measured from the date upon which we have received all necessary documents and information. Upon completion of word processing, the Official Statement will be submitted to the District and to Bond Counsel for review and comment.

- Preparation of maturity schedules for bond issues which will be attractive to potential bidders as well as acceptable to the District and to Bond Counsel. We will offer options, i.e. traditional versus level debt, and perform sensitivity analyses so that the District may make a more informed decision regarding current as well as future budgetary impact.
- With regard to the use of notes and bonds, depending on the scope of the project, the District may consider to fund its capital projects at inception with note issues in order to ensure that permanent financing is accomplished for the proper amount.
- We distribute Official Statements and Notices of Sale to our retail and institutional database and other members of the investment community through various information repositories and post the documents on our website.
- We submit all necessary documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the District's rating.
- Since almost all bond and note issues are issued in book-entry-only form, we coordinate with the District, bond counsel and The Depository Trust Company (DTC) to ensure that the procedure is accomplished smoothly and efficiently.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We ensure the publication of the Notice of Sale for bond issues within the required time limits.
- We prepare the Debt Statement for certain bond issues and file it with the State Comptroller's office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the District, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, to the fiscal agent (or DTC) and bond counsel.
- We assist the District in Energy Performance Contract financings. Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.

APPENDIX B

FEES AND EXPENSES

TAX ANTICIPATION NOTES AND ANNUAL DISCLOSURE

- The all-inclusive fee for our services will be \$5,000 for the TAN's and \$2,000 for the SEC filing (if, when necessary). The administrative and out-of-pocket costs, such as postage, word processing, overnight delivery charges, website posting, email distribution of Final Official Statements, state filings, submission of documents to ratings agencies and The Depository Trust Company, copies and scanning are included in the fees set forth above.

ADDITIONAL SERVICES (BONDS, NOTES, AND LEASES) IF APPLICABLE

- The fees for our services for capital project financings will *not exceed* the following: Serial Bonds and Energy Performance Contract Leases – Base fee of \$9,500 for each bond issue and \$0.60 per \$1,000 thereafter; Refunding Serial Bonds – Base fee of \$17,500 for each bond issue and \$1.85 per \$1,000 thereafter; Bond Anticipation Notes – Base fee of \$4,500 for each note and \$0.45 per \$1,000 thereafter. The fee for general consulting services will be \$150 per hour with the terms of the service agreed upon prior to the engagement.
- The fees for our services include all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the District by the respective parties.
- Munistat Services, Inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, ratings agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or notes take place.

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

FIXED FEE

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

CONTINGENT COMPENSATION

Certain fees to be paid by the District to Munistat Services, Inc. are contingent on the size and successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings to the District. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the District ahead of its own.

OTHER MATERIAL CONFLICTS OF INTEREST

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the District in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

JAMES E. DANOWSKI, CPA
JILL S. SANDERS, CPA
DONALD J. HOFFMANN, CPA
MICHAEL J. LEONE, CPA
CHRISTOPHER V. REINO, CPA
ALAN YU, CPA

**CULLEN &
DANOWSKI, LLP**
CERTIFIED PUBLIC ACCOUNTANTS

VINCENT D. CULLEN, CPA
(1950 - 2013)
PETER F. RODRIGUEZ, CPA
(RET.)

July 1, 2022

Board of Education and Management
Valley Stream Union Free School District #24
75 Horton Avenue
Valley Stream, New York 11581

Dear Members of the Board and Management:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide the Valley Stream Union Free School District #24 (District) for the year ending June 30, 2023.

We will prepare, from information you provide, the District's annual financial statements in accordance with accounting principles generally accepted in the United States of America. These financial statements will include the following:

Management's Discussion and Analysis (MD&A)

Financial Statements:

- Statement of Net Position
- Statement of Activities
- Balance Sheet - Governmental Funds
- Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
- Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
- Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities
- Statement of Fiduciary Net Position - Fiduciary Funds
- Statement of Changes in Fiduciary Net Position - Fiduciary Funds
- Notes to Financial Statements

Required Supplementary Information other than MD&A:

- Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
- Schedule of District's Proportionate Share of the Net Pension Liability
- Schedule of District Pension Contributions
- Schedule of changes in the District's Total OPEB Liability and Related Ratios

Valley Stream Union Free School District #24
For the Year Ending June 30, 2023

Other Supplementary Information:

- Schedules of Change from Adopted Budget to Final Budget and the Real Property Tax Limit - General Fund
- Schedule of Project Expenditures and Financing Resources - Capital Projects Fund
- Schedule of Net Investment in Capital Assets

If applicable, we will also prepare the District's schedule of expenditures of federal awards.

As part of our engagement, we will also provide the District with various accounting services throughout the year. Specifically we will:

- Provide quarterly assistance in maintaining accurate financial reports. This process will include journal entries and account analysis as requested.
- Assist the District in the closing of the books for the year ending June 30, 2022. This process will include all funds and year-end adjusting journal entries.
- Assist the District in preparing for its annual external audit.
- We anticipate that most of this work will be performed from March 2023 through October 2023

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.

Valley Stream Union Free School District #24
For the Year Ending June 30, 2023

2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
3. The prevention and detection of fraud.
4. To ensure that the District complies with the laws and regulations applicable to its activities.
5. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
6. To provide us with:
 - a. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
 - b. Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - c. Unrestricted access to persons within the District of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the financial statements were not subjected to an audit, review or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Other Relevant Information

We shall respond to the reasonable inquiries of the District's auditors to review our working papers related to matters of continuing accounting significance.

The District may terminate this agreement for any reason upon seven (7) days' notice to the firm.

Don Hoffmann, CPA, is the engagement partner and is responsible for supervising the engagement.

We estimate that our fees for these services will be approximately \$23,000, of which \$13,500 will be related to accounting support and closing the books and \$9,500 will be related to preparation of the financial statements.

The work will be billed at the following hourly rates:

	Government Hourly Rates
Partner	\$ 225
Director	185
Manager	185
Supervisor	170
Senior Accountant	155
Staff Accountant	130

Valley Stream Union Free School District #24
For the Year Ending June 30, 2023

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur any additional costs.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee, which will be based on our government hourly rates as noted above.

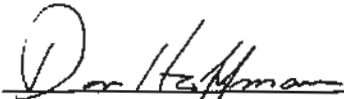
In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We may use the District's name in a list of our clients for marketing purposes.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements and to provide accounting services described herein, and our respective responsibilities.

Very truly yours,

Cullen & Danowski, LLP
For the Firm:



Donald J. Hoffmann, CPA
Partner

RESPONSE

This letter correctly sets forth the understanding of the Valley Stream Union Free School District #24.

By: Board of Education

By: District Management

Signature: _____

Signature:  _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



June 28, 2022

To the Board of Education and
Dr. Jack R. Mitchell, Assistant Superintendent for Business
Valley Stream Union Free School District #24
75 Horton Avenue
Valley Stream, New York 11581

We are pleased to confirm our understanding of the services we are to provide Valley Stream Union Free School District #24 (the "District") for the fiscal year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the fiduciary fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the fiscal year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund
3. Schedule of the District's Proportionate Share of the Net Pension Asset/(Liability)
4. Schedule of District Pension Contributions
5. Schedule of Changes in the District's Total OPEB Liability and Related Ratios

ISLANDIA: 3033 EXPRESS DRIVE NORTH, SUITE 100 • ISLANDIA, NY 11749
WHITE PLAINS: 50 MAIN STREET, SUITE 1000 • WHITE PLAINS, NY 10606
PHONE: (631) 234-4444 • FAX: (631) 234-4234

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements, or in a separate written report accompanying our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Schedule of Change from Adopted Budget to Final Budget and the Real Property Tax Limit – General Fund
3. Schedule of Project Expenditures and Financing Resources – Capital Projects Fund
4. Schedule of Net Investment in Capital Assets

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with

Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part of our audit planning:

Presumed risk of management override of controls.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the

objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also prepare the schedule of expenditures of federal awards and related notes of the District and the auditee section of the Data Collection Form in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance, based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the preparation of the schedule of expenditures of federal awards, related notes, and the auditee section of the Data Collection Form, as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in

which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making a draft of the financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to individuals within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon request.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and

indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the schedule of expenditures of federal awards, related notes, and the auditee section of the Data Collection Form, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our preparation of the schedule of expenditures of federal awards, related notes, and the auditee section of the Data Collection Form, and that you have reviewed and approved the schedule of expenditures of federal awards, related notes, and the auditee section of the Data Collection Form, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of R.S. Abrams & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the New York State Education Department or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of R.S. Abrams & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the New York State Education Department or other oversight agencies. If we are aware that a federal awarding agency, pass-

through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Marianne E. Van Duyne, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in May 2023 and to issue our reports no later than October 15, 2023. Our fees for these services will be based on the actual time spent at our standard, hourly rates. Our standard, hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended through the date of termination.

Based on our preliminary estimates, the audit fee for the fiscal year ending June 30, 2023 will not exceed \$32,500 (\$36,000 if a single audit is needed). The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our audit of the financial statements and Single Audit. Our reports will be addressed to management and those charged with governance of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based

Valley Stream Union Free School District #24
June 28, 2022
Page 10

on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letters of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter. This report reflects a peer review rating of pass, which is the highest rating for a peer review.

We appreciate the opportunity to be of service to the Valley Stream Union Free School District #24 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

R. S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

By: *Maureen G. McDermott CPA*

Title: Managing Partner

Date: June 28, 2022

Valley Stream Union Free School District #24
June 28, 2022
Page 11

R.S. Abrams & Co., LLP:

This letter correctly sets forth the understanding of Valley Stream Union Free School District #24.

Board of Education President: _____

Date: _____

Assistant Superintendent for Business: _____

Date: _____



Report on the Firm's System of Quality Control

To the Partners of R.S. Abrams & Co., LLP
and the Peer Review Committee of the
Pennsylvania Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP in effect for the year ended March 31, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. R.S. Abrams & Co., LLP has received a peer review rating of *pass*.

Flaherty Salmin LLP

Rochester, New York
January 5, 2021

May 23, 2022

Dr. Jack R. Mitchell
Assistant Superintendent for Business
Valley Stream #24 Union Free School District
75 Horton Road
Valley Stream, NY 11581



Dear Dr. Mitchell,

We are very pleased to serve as claims auditor for the **Valley Stream #24 Union Free School District** (hereinafter, "the District"). This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will function as the District's internal claims auditor, as outlined in Section 1724 of the Education Law, for the year ending **June 30, 2023**. Our responsibilities under Section 1724 will be to ensure that for all District Disbursements, the following internal controls are adequately tested and supported by actions of District personnel.

- Obtain the claim and note that it bears the description and price of the items specified on the purchase order, less any allowed discounts
- Review the claim and note that it is accompanied by a copy of the purchase order bearing the signature of the requisitioner, which indicates that the item has been received in a satisfactory condition and in the quantity indicated
- Review the claim and note that all extensions and totals have been checked for accuracy, no unauthorized taxes are paid, discounts are taken, and transportation charges, where applicable, are accurate
- Review the claim and note that it has the approval and signature of one of the purchasing agents as "officer giving rise to the claim"
- Determine that the purchase was approved prior to the date of the claim
- If the expenditure is for goods or services that require competitive bidding, ensure that such bidding took place and that the reason for the selection is justified where the bidder is not the lowest bidder
- Ensure that the obligation does not exceed the available appropriation and that it is coded to the correct budget code
- Review the claim and note that the charges are not duplicates of any item(s) already paid
- Review the claim and note that the proposed payment is for a valid and legal purpose
- Review the claim and note that the unit price billed (invoice) does not exceed the bid or contract authorization

Pursuant to the Regulations of the Commissioner of Education, 8 NYCRR §§ 170.12(c)(1)(i) & 170.12(d), we shall file an official undertaking with corporate surety as required by the School District.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention.

We will provide the Board of Education a report describing our findings after each warrant is issued.

Our fees for these services will be billed at **\$8,400**, billable in monthly installments of **\$700**.

Invoices that are outstanding for more than 60 days may be assessed a 1.5% finance charge per month. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed your return. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

In addition, should any unpaid balances be referred to outside counsel for collection, you will be responsible for any costs associated with the collection of any outstanding balance due us for work performed.

The District reserves the right to terminate this agreement for any reason whatsoever upon thirty (30) days prior written notice. In the event of such termination, we will undertake no additional services for the District, and the District will remain liable for payment of all amounts due for the period through the effective date of such termination.

You may request that we perform additional services that are not contemplated by this engagement letter and therefore are not included in the above fee estimate. If this occurs, we will communicate with you the scope of the additional services and the estimated fees. We will also issue a separate engagement letter covering the additional services.

In the interest of facilitating our services to the district, we may communicate by facsimile transmission or send electronic mail over the internet. Such communications may include information that is confidential to the district. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these electronic devices during this engagement.

Furthermore, we may collect nonpublic personal information about you, your employees, and your clients that is provided to us by you or obtained by us with your authorization. For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Additionally, all information obtained in connection with the services provided for in this Letter of Engagement is deemed confidential information. We, our employees, and agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly, with third parties, except as required under the terms of engagement or as otherwise required by law. Permitted disclosures include, for instance, providing

information to our employees and, in limited situation, to unrelated third parties who need to know that information to assist us in providing services to you. In all such situation, we stress the confidential nature of information being shared. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

We will act at all times as an independent contract hereunder, and nothing contained herein will be construed to create a partnership or joint venture or a relationship of principal and agent or employer and employee between us and the School District.

We shall provide Worker's Compensation, automobile, comprehensive general liability and professional liability (Errors and Omission) insurance. As necessary or requested, we shall provide the School District with proof of the required insurance coverage. We shall deliver insurance policies and certificates to the School District, which will provide at least a 30-day notice of cancellation or amendment. We shall maintain professional liability insurance in an amount no less than \$1,000,000, worker's compensation in amounts required by law, and general liability insurance (including owned, non-owned, and hired motor vehicles) in a single limit amount of no less than \$1,000,000.

If the foregoing is in accordance with your understanding, please sign the letter in the space provided and return it to us. We shall be pleased to discuss this letter with you at any time.

Sincerely,

Covin & Associates LLP

Bohemia, New York

Acknowledged:
Valley Stream #24 Union Free School District

Signature and Title

Date

PUBLIC SCHOOL INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2022 by and between **BOARD OF EDUCATION, LYNBROOK UFSD** (hereinafter referred to as the “RECEIVING SCHOOL DISTRICT”) and **BOARD OF EDUCATION, VALLEY STREAM UFSD #24** (hereinafter referred to as the “SENDING SCHOOL DISTRICT”).

WITNESSETH:

WHEREAS, pursuant to Education Law § 4402(2)(b)(2), the SENDING SCHOOL DISTRICT is authorized by law to contract with other public school districts for special education programs and services for students resident in its own district and in need of such services.

WHEREAS, the SENDING SCHOOL DISTRICT desires that RECEIVING SCHOOL DISTRICT provide appropriate instruction to the student(s) identified herein; and

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

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

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period of July 1, 2022 to June 30, 2023, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** During the term of this Agreement, the RECEIVING SCHOOL DISTRICT shall provide a special education program and/or services to the student(s) listed in Confidential Schedule A to this agreement.
 - a. RECEIVING SCHOOL DISTRICT shall provide adequate instruction, related services and/or a facility to the student during the school year. The education provided by RECEIVING SCHOOL DISTRICT shall be appropriate to the mental ability and physical condition of the children, and in accordance with Commissioner’s Regulations, all applicable Federal, State and local statutes, rules and ordinances.
 - b. The RECEIVING SCHOOL DISTRICT agrees to provide services in accordance with the State Education Department’s regulations, using only professionals certified by the New York State Education Department.
 - c. The RECEIVING SCHOOL DISTRICT agrees to provide the students who are the subject of this Agreement with the special education program(s) and/or related service(s) in accordance with the student’s Individualized Education Plan (“IEP”).

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

3. **PAYMENT TERMS:** In full consideration for the educational services to be rendered by the RECEIVING SCHOOL DISTRICT to the SENDING SCHOOL DISTRICT for the period of this Agreement, upon presentment of an invoice by the RECEIVING SCHOOL DISTRICT, the SENDING SCHOOL DISTRICT will pay to the RECEIVING SCHOOL DISTRICT for each child the tuition rate set by the State Education Department. If the tuition rates for this school year are not available at the beginning of that school year, the SENDING SCHOOL DISTRICT shall pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that the RECEIVING SCHOOL DISTRICT will be paid in accordance with the rates applicable to that current school year. Subject to the foregoing, the parties agree and acknowledge that the tuition rates shall not exceed the following:

- Summer = \$ 12,636; 1:1 Aide = \$2,088
- Ten Months = \$63,179; 1:1 Aide = \$25,198

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

5. **PAYMENT SCHEDULE:** RECEIVING SCHOOL DISTRICT will submit an invoice for services rendered on a monthly basis, and payment to RECEIVING SCHOOL DISTRICT

shall be made within thirty (30) days from receipt of invoice from RECEIVING SCHOOL DISTRICT.

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

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

- a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. RECEIVING SCHOOL DISTRICT and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
- b. SENDING SCHOOL DISTRICT shall not incur any charges for any session which RECEIVING SCHOOL DISTRICT, its employees, and/or agents fail to attend for any reason whatsoever.

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

9. **SAVE LEGISLATION:** RECEIVING SCHOOL DISTRICT understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. RECEIVING SCHOOL DISTRICT shall adhere to all requirements and protocols as established by SENDING SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. RECEIVING SCHOOL DISTRICT further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SENDING SCHOOL DISTRICT. In the event that RECEIVING SCHOOL DISTRICT utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, SENDING SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
10. **ATTENDANCE RECORDS:** RECEIVING SCHOOL DISTRICT shall maintain monthly attendance records which shall be submitted to SENDING SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
11. **REPORTS OF STUDENTS:** RECEIVING SCHOOL DISTRICT shall obtain whatever releases or other legal documents that are necessary in order that RECEIVING SCHOOL DISTRICT may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on RECEIVING SCHOOL DISTRICT. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.
12. **REPORTS TO STATE:** RECEIVING SCHOOL DISTRICT hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. RECEIVING SCHOOL DISTRICT agrees to provide the State access to all relevant records which the State requires to determine either RECEIVING SCHOOL DISTRICT's or SENDING SCHOOL DISTRICT's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. RECEIVING SCHOOL DISTRICT agrees to retain all materials and records relevant to the execution, or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
13. **REPORTS TO SCHOOL DISTRICT:** RECEIVING SCHOOL DISTRICT hereby agrees to furnish written reports of each pupil's educational progress to SENDING SCHOOL DISTRICT. RECEIVING SCHOOL DISTRICT will render such reports to SENDING SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SENDING SCHOOL DISTRICT. At a minimum, all reports

shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. RECEIVING SCHOOL DISTRICT shall provide such additional information concerning the pupil's progress as may be required by SENDING SCHOOL DISTRICT.

14. **COMMISSIONER VISITS:** RECEIVING SCHOOL DISTRICT shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
15. **AUTHORIZATION OF SCHOOL DISTRICT:** RECEIVING SCHOOL DISTRICT shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SENDING SCHOOL DISTRICT.
16. **STUDENT DISCIPLINE:** RECEIVING SCHOOL DISTRICT agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. **STUDENT TRANSPORTATION:** The SENDING SCHOOL DISTRICT shall be responsible for providing all students listed in the Confidential Schedule A to this Agreement with transportation to and from school.
18. **STUDENT PRESCRIPTIONS:** Where applicable, SENDING SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to RECEIVING SCHOOL DISTRICT. SENDING SCHOOL DISTRICT shall forward copies of these prescriptions to RECEIVING SCHOOL DISTRICT upon its written request.
19. **TERMINATION NOTICE:**
 - a. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to RECEIVING SCHOOL DISTRICT for services rendered. RECEIVING SCHOOL DISTRICT will not incur any additional expenses upon receipt of SENDING SCHOOL DISTRICT's notification that RECEIVING SCHOOL DISTRICT's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SENDING SCHOOL DISTRICT must be completed by RECEIVING SCHOOL DISTRICT within thirty (30) days of the termination date.
 - b. This Agreement may be terminated by the SENDING SCHOOL DISTRICT in the event of a material breach by the RECEIVING SCHOOL DISTRICT upon three (3) days' written notice from the SENDING SCHOOL DISTRICT to RECEIVING SCHOOL DISTRICT.
 - c. In the event that the RECEIVING SCHOOL DISTRICT terminates this agreement, said termination shall be subject to any pendency rights exercised by the parent(s)/lawful guardian(s) of any students covered by this Agreement.
20. **CONFIDENTIALITY:**

- a. RECEIVING SCHOOL DISTRICT, its employees, and/ or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. RECEIVING SCHOOL DISTRICT, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. RECEIVING SCHOOL DISTRICT further agrees that any information received by RECEIVING SCHOOL DISTRICT, its employees, and/ or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SENDING SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by RECEIVING SCHOOL DISTRICT, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- b. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- c. Both parties are aware of, and will adhere to, their responsibilities pursuant to Education Law § 2-d and its implementing regulations with respect to the privacy, confidentiality, and protection of student data in any form.

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

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

representative of the SENDING SCHOOL DISTRICT. The policy naming SENDING SCHOOL DISTRICT as an additional insured shall:

- a. Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- b. Contain a 30-day notice of cancellation.
- c. State that the organization's coverage shall be primary coverage for SENDING SCHOOL DISTRICT, its Board, employees and volunteers.
- d. The policy shall provide coverage for claims of negligent hiring, training and supervision, including claims arising in the context of sexual molestation, abuse, harassment, or other sexual misconduct.
- e. SENDING SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- f. The certificate of insurance shall describe the specific services of RECEIVING SCHOOL DISTRICT that are covered by the commercial general liability policy and any umbrella policy.
- g. RECEIVING SCHOOL DISTRICT agrees to indemnify SENDING SCHOOL DISTRICT for any applicable deductibles.
- h. Required Insurance:
 - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/
\$3,000,000 aggregate.
 - ii. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - iv. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/
\$3,000,000 aggregate for the professional acts performed under the contract for SENDING SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
- i. In the event that any of the insurance coverage to be provided by RECEIVING SCHOOL DISTRICT contains a deductible, RECEIVING SCHOOL DISTRICT shall indemnify and hold SENDING SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of RECEIVING SCHOOL DISTRICT.
- j. RECEIVING SCHOOL DISTRICT shall provide the SENDING SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. RECEIVING SCHOOL DISTRICT further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects RECEIVING SCHOOL DISTRICT to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SENDING SCHOOL DISTRICT sustains as a result of this breach. In addition, RECEIVING SCHOOL

DISTRICT shall be responsible for the indemnification to the SENDING SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

- k. Prior to commencement of its services, RECEIVING SCHOOL DISTRICT shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
23. **NOTICES**: Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
24. **ASSIGNMENT OF CONTRACT**: RECEIVING SCHOOL DISTRICT shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SENDING SCHOOL DISTRICT.
25. **DISCRIMINATION PROHIBITED**: Neither party shall discriminate against any individual on the basis of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or gender identity and will ensure that each individual is afforded equal opportunities without discrimination on the basis of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or gender identity.
26. **GOVERNING LAW**: This Agreement shall be governed by the laws of the State of New York. Both parties consent to the jurisdiction of the Supreme Court, County of Nassau, State of New York or United States District Court for the Eastern District of New York.
28. **SEVERABILITY**: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
29. **NO PRIOR AGREEMENTS**: This Agreement constitutes the full and complete Agreement between SENDING SCHOOL DISTRICT and RECEIVING SCHOOL DISTRICT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, amended or modified except through the mutual written consent of the parties.
30. **AGREEMENT CONSTRUCTION**: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

31. **AUTHORITY TO ENTER AGREEMENT:** The undersigned representatives of SENDING SCHOOL DISTRICT and the RECEIVING SCHOOL DISTRICT hereby represent and warrant that they have full legal authority to enter this Agreement and bind the respective parties thereto..
32. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force and effect as originals thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latter date set forth below.

LYNBROOK UFSD:

By: _____ Date: _____, 2022
William Belmont, Board President

VALLEY STREAM UFSD #24:

By: _____ Date: _____, 2022
Lisa Pellicane, Board President

CONFIDENTIAL SCHEDULE A

Student(s) to whom the services shall be provided pursuant to this Agreement:

<i>Student Identifier</i>	<i>Date of Birth:</i>

AMENDMENT

THIS AMENDMENT TO AGREEMENT between the **BOARD OF EDUCATION, LYNBROOK UFSD** (the “RECEIVING SCHOOL DISTRICT”) and **BOARD OF EDUCATION, VALLEY STREAM UFSD #24** (the “SENDING SCHOOL DISTRICT”) (the “Service Agreement”), is made and entered into as of the 1st day of July, 2022, by and between the parties for purposes of modifying said Service Agreement, as forth herein.

WHEREAS, the parties have heretofore entered into the Service Agreement for the purpose of providing appropriate instruction to the student(s) identified therein for the 2022-23 school year; and

WHEREAS, the parties wish to modify certain terms of the Service Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, which are hereby acknowledged, the parties agree that the Service Agreement is modified as follows:

1. **Modification of Payment Terms:** The parties agree that paragraph 3 (Payment Terms) of the Service Agreement is hereby deleted and replaced with the following paragraph:

PAYMENT TERMS: In full consideration for the educational services to be rendered by the RECEIVING SCHOOL DISTRICT to the SENDING SCHOOL DISTRICT for the period of this Agreement, upon presentment of an invoice by the RECEIVING SCHOOL DISTRICT, the SENDING SCHOOL DISTRICT will pay to the RECEIVING SCHOOL DISTRICT for each child the tuition rate set by the State Education Department. If the tuition rates for this school year are not available at the beginning of that school year, the SENDING SCHOOL DISTRICT shall pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that the RECEIVING SCHOOL DISTRICT will be paid in accordance with the rates applicable to that current school year. Subject to the foregoing, the parties agree and acknowledge that the tuition rates shall not exceed the following:

- Summer = \$ 12,636; 1:1 Aide (if required) = \$2,088*
- Ten Months = \$63,179; 1:1 Aide (if required) = \$25,198*

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

1. The RECEIVING SCHOOL DISTRICT will hire and allocate the 1:1 aide and be provided additional compensation as set forth above from the SENDING SCHOOL DISTRICT.
2. The SENDING SCHOOL DISTRICT will hire and allocate the 1:1 aide without any additional compensation to the RECEIVING SCHOOL DISTRICT. The RECEIVING SCHOOL DISTRICT will be responsible for forwarding any timesheets or other documentation regarding the days or hours worked.

3. The SENDING SCHOOL DISTRICT will arrange and pay for a 1:1 aide through a contracted vendor without any additional compensation to the RECEIVING SCHOOL DISTRICT.

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

2. Except as modified in this Amendment, all the terms and conditions of the Service Agreement shall remain in full force and effect.
3. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force and effect as originals thereof.

IN WITNESS WHEREOF, the Parties have set their hands as of the day and year first above written.

LYNBROOK UFSD:

By: _____
_____, Board President

Date: _____, 2022

VALLEY STREAM UFSD #24:

By: _____
_____, Board President

Date: _____, 2022

CLINICAL STAFFING AGREEMENT

This Agreement (the "Agreement") dated this _____ of _____, 2022, by and between Home Care Therapies dba Horizon Healthcare Staffing ("Horizon") and Valley Stream School District 24 and other related/affiliated organizations, corporations, or institutions hereinafter referred to as ("School"),

This Agreement shall commence on July 1, 2022 and will be reviewed annual. The contract shall remain in force during this review and can be terminated at accordance with the terms as specified in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Nature of Arrangement:** Horizon shall provide to School on an as-needed and as-requested basis, the full range of staffing services including Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Health Aides, and other clinical professionals hereinafter referred to as ("Clinicians"). Additional practitioners (and or other temporary staff) and associated rates can be added as an addendum to this contract with agreement by both parties.
2. **Duties and Obligations of Horizon:**
 - A. **Provision of services:** Horizon shall provide and furnish to School all services on an as-needed and as requested basis.
 - B. Horizon shall have sole and direct responsibility for payment of wages and other compensation, reimbursement of expenses and compliance with federal, state and local tax withholding requirements pertaining to workman's compensation, social security, unemployment and other insurance requirements and obligations imposed on employers with regard to its personnel, who shall be deemed to be employees solely of Horizon.
 - C. Horizon shall maintain records of FICA and federal and state tax withholding from personnel and allow School access to these records upon request. Under no circumstances shall any Horizon personnel be considered a direct employee, agent or servant of School while said individual is performing services pursuant to this Agreement.
 - D. Horizon warrants and represents that it has never been excluded from Medicare, Medicaid, or any federally funded health care benefit program.
 - E. **Cooperation with School:** Horizon agrees to cooperate and participate with School in any internal peer review, external audit systems and grievance procedures as may be established by School. Horizon further agrees to participate in School case conferences and continuing in-service education for Horizon's Clinicians.

Initial

- F. Neither Horizon nor its personnel shall share or accept any fee or gratuity from the patient or patient's family for services provided pursuant to this Agreement.
- G. Horizon shall instruct its personnel that the patient's right to confidentiality must be respected and that no information concerning the patient shall be released to anyone without written permission of patient and School.

In accordance with HIPAA Privacy Regulations issued December 20, 2000, Horizon will sign a "Business Associates Confidentiality Agreement" and require all Clinicians sent to School to sign a "Confidentiality Agreement". Copies of each employee's signed Confidentiality Agreement shall be provided to School.

- H. Horizon will meet the qualifications of School for Nurses defined as: All Nurses are asked to complete a skills checklist and submit their nursing license/current registration for verification (NYS Office of Professions) and Office of Inspector General (Exclusion Database); and professional references are checked. Horizon will also obtain for each Nurse sent to School a physical assessment. In addition, Horizon agrees to check the NYS Nurse Aid Registry to ensure that the CNAs sent to School are eligible to work. We will insure the BLS CPR certification is current. All Horizon employees complete our Employment Eligibility Verification (Form I-9) and will maintain those files as is required by law. Horizon agrees to cooperate with the Valley Stream 24 and will complete any necessary forms or procedures, all at no cost or expense to the School District, and to obtain the required fingerprinting (to comply with NYS SAVE legislation). All Horizon employees have had fingerprinting checks performed and been initially cleared to work in public schools as required by Education Law of New York State. It is, however, the sole responsibility of the Valley Stream 24 to login to the nurse's TEACH account utilizing the nurse's social security number to both verify clearance and to register the specific nurse with your district through NYSED.gov.
- I. Horizon in-service training includes, Fire & Safety, Infection Control, Non-Discrimination Regulations, HIPPA, and Confidentiality of HIV-related information pursuant to 10 NYCRR 63.9.
- J. All Horizon Clinicians will be issued an I.D. badge by Horizon.

3. Duties and Obligations of School:

- A. Notwithstanding any provision herein to the contrary, School remains responsible for ensuring that any service(s) provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules, and regulations 10NYCRR Section 400.4(a)(4).
- B. Purchaser shall establish the general objectives of the services to be provided as well as the administrative guidelines necessary for the performance of the services enumerated in paragraph (1). This shall include, but not be limited to, hours and days of work; and notice requirements related to practitioner absence or discontinuation. Purchaser will provide all supervision of the temporary staff Provider furnishes. Provider will make temporary staff aware of all applicable rules and regulations of the New York State Health Code as it relates to the laws regulating the operations of Purchaser School.

Initial

- C. Should Purchaser have a dispute or problem with the quality, content, or delivery of any aspect of the services provided that would in any way reduce payment for services provided, Purchaser must notify Provider within one business day from the time services were rendered. It is the responsibility of the Purchaser to monitor, manage, and insure that the quality of the work provided by the temporary staff practitioners meets the standards of the Purchaser. Failure to notify Provider within this time frame (1 day) shall be deemed an acceptance to pay Provider in full for services provided. Payments due to Provider shall not be contingent upon the Purchaser's reimbursement from its providers.
- D. Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise a 50% charged will be billed for lost shift wages,
- E. Horizon shall make every reasonable effort to secure substitute Clinicians for School should it become necessary.
- F. Orientation: School shall be responsible for orienting new Horizon personnel with the policy and procedures of School. School will be billed for the orientation.
- G. School agrees not to directly or indirectly hire, or to use the services of any Clinician assigned to it by Horizon within one (1) year after the last date of the Clinician's assignment. In the event School either: (i) employs any Clinician on a permanent or temporary basis, (ii) uses any Clinician's services in consulting or freelance capacity, or (iii) uses any Clinician's services through another staffing agency, School agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- H. **In the event one particular Horizon Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if Valley Stream 24 chooses to hire the individual directly.

The permanent placement fees (temp to perm) below are to be paid by School District:

If Valley Stream 24 decides to hire a Horizon Staff person furnished by Horizon, Valley Stream 24 agree to pay:

25% of the Horizon staff person's annual salary they are hired before the person has worked 0-400 hours;

15% of the Horizon staff person's annual salary if they are hired and the person has worked 401 - 800 hours;

10% of the Horizon staff person's annual salary if they are hired before the person has worked 801- 1200 hours;

0% of the Horizon staff person's annual salary if they are hired after the person has worked 1200 hours;

Initial

4. **Payment for Horizon Services:**

a. The following hourly rates will apply for all shifts.

Horizon bills 7.5 hours for each 8 hour shift worked.

RNs	\$61.75/hr – health office coverage/field trips
RNs	\$64.00/hr – (skilled nursing services for a special needs student)
RN	\$72.00/hr – (Specialty for a medically fragile student requires additional authorization)*
RN Overnight School Trips	\$61.75/hr – Day Hours (7:30 am — 8:30 pm)
	\$10.00/hr – On-Call hours (8:30 pm — 7:30 am)**
RN Visit (dispense meds)	\$95.00 per visit
Social Worker	\$60.00/hr
Nurse Practitioner	\$130.00/hr
ABA (1/hr session, non-certified)	\$70.00/hr
LPNs	\$45.00/hr
LPN	\$52.00/hr – 1:1/1:2 small groups (Specialty for medically fragile student(s) requires additional authorization)*
CNAs	\$28.50/hr
Paraprofessionals (Health Aides)	\$27.00/hr
Student Transportation ONLY-RN	\$100.00 (1 hour minimum each way)**
Student Transportation ONLY-LPN	\$75.00 (1 hour minimum each way)**
Student Transportation ONLY-CNA	\$60.00 (2 hour minimum each way)**
Teacher's Aide (Instructional Certified)	\$35/hr
Teacher's Aide (Instructional Non-Certified)	\$32/hr

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

** Valley Stream School District 24 will be responsible for arranging the transportation of the nurse back to her car after each leg of the assignment and Valley Stream School District 24 will be invoiced for the time it takes the nurse to transport the student from the home (or from the school) and then back to the nurse's vehicle.

***There is a 4-hour minimum per day for all assignments. If the clinician works less than 4 hours in a day, Horizon will invoice School 4 hours at the above rate.

If the same Clinician works at School more than 40 billable hours during any week, Horizon will bill 1.5 times the rates above to account for overtime.

Horizon's payment terms are: invoices are due upon receipt.

Invoices that remain unpaid for more than 30 (thirty) days shall accrue interest at the lesser of 1.5% per month or the highest rate permitted by law. Upon receiving Horizon invoice, if School disputes any portion of the invoice, they must notify Horizon within ten (10) days of receipt. Failure to notify Horizon within this time frame shall be deemed acceptance to pay Horizon in full for the invoice. Further, School shall provide Horizon with all supporting documentation upon which School is basing its dispute of the invoice. Such

Initial

documentation shall be presented to Horizon within ten (10) days of invoice date. In no case shall any adjustment be made by School without such documentation and without written authorization by Horizon. Payments due Horizon shall not be contingent upon School's reimbursement from its providers

"This Agreement shall be governed by the laws of the State of New York. In the event of any dispute, the parties shall attempt to negotiate any outstanding issues in good faith. Horizon shall continue providing all services under this Agreement pending the resolution of such dispute. If the dispute is not settled, it may be resolved through final and binding arbitration, if both parties so agree, or by civil litigation."

The following holidays are billed at time and a half:

- New Year's Day
- Martin Luther King
- Presidents' Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day Christmas
- Day

- b. All time cards and "sign in / out" sheets (furnished by Horizon to Clinicians) from School *must* be submitted prior to noon on Monday via fax (516) 719-7373, and mailed to 20 Jerusalem Avenue, 3rd floor, Hicksville, NY, 11801. Horizon will bill using timesheets. Signature of School Nursing Supervisor will validate time sheet.
 - c. School will be notified in writing of any rate changes. Horizon will submit these rate changes with 30 (thirty) days' notice prior to rate change taking effect.
5. **Horizon Hours of Operation:** Horizon's hours of operation are Monday through Friday 7:30am through 6:30pm. Purchaser will have access to our 24 hour a day, 7 days a week on-call coordinator.
 6. Both parties shall comply with access to records pursuant to 42C.F.R 420.300-304,
 7. Horizon shall secure and maintain or cause to secure and maintain during the term of this agreement comprehensive general and professional liability insurance covering Horizon Clinicians providing minimum limits of liability as follows:

Comprehensive General Liability	\$1,000,000	per occurrence
	\$3,000,000	in the aggregate
Professional Liability Insurance	\$1,000,000	per occurrence

8. Horizon shall secure and maintain or cause to secure and maintain during the term of this agreement comprehensive general and professional liability insurance covering Horizon Clinicians providing minimum limits of liability as set forth in the attached Insurance Agreement - Professional Consultants - Student Services, attached hereto as Exhibit A,

Initial

Horizon will provide a copy of the Certificate of Insurance to Valley Stream School District 24 upon request.

Both parties comply with Chapter V of Title 10 of the Official Compilation of Code, Rules and Regulation of the State of New York,

School retains a professional and administrative responsibility provision pursuant 10 NYCRR 415.2 1 for obtaining services that meet professional standards and principles that apply to professionals providing services in School.

9. **Terms and Termination:**

Either party may terminate this agreement at any time with or without cause. Termination shall not relieve either party from obligations already incurred.

10. **Indemnification:**

School shall indemnify and hold Horizon, including as applicable, Horizon Group Companies (Horizon Healthcare Staffing Corp. & Home Care Therapies LLC, Horizon Staffing Solutions, Horizon Staffing Resources) owners, partners, directors, shareholders, officers, employees and temporary staff harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against Horizon as a direct consequence of School's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by School, its employees, agents or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

Horizon will indemnify and hold School, including as applicable, Valley Stream School District 24 owners, partners, shareholders, directors, officers, employees and agents harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against School as a direct consequence of Horizon's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by Horizon, its employees, or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

11. **Entire Agreement:**

This Agreement and the attachments hereto contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may be amended at any time by a written agreement signed by both parties.

12. **Non-discrimination:**

The parties hereto hereby agree that neither party hereto nor any contractor, subcontractor, nor any person acting on their behalf, shall in any manner unlawfully discriminate against any patient or other person on account of race, sex, age, creed, color, national origin, disability, legally defined handicap, veteran status, marital status, sexual orientation or ability to pay.

13. **Notices:**

All notices required or permitted shall be given in writing by actual delivery or by registered or certified US mail postage prepaid, or by recognized courier service. Notice shall be deemed given on the date of delivery or receipt. Notice shall be delivered or mailed to:

Initial

Horizon Healthcare Staffing
20 Jerusalem Ave., 3rd Floor
Hicksville, NY 11801

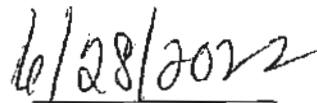
Valley Stream School District 24
75 Horton Ave.
Valley Stream, NY 11581

- 14. The parties' relationship is not exclusive. Either party may enter similar agreements with other entities provided that such arrangements do not prevent such party from fulfilling its obligations pursuant to this Agreement.
- 15. The parties hereto are independent entities. Nothing in this Agreement shall be deemed to create any relationship of joint venture, employer and employee, or principal and agent between Horizon and School. In performing services under this Agreement, Horizon is and will act at all times and in all respects as an independent contractor.
- 16. Horizon, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Horizon, 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. Horizon further agrees that any information received by Horizon, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the School, its employees, agents, clients, and/or students will be treated by Horizon, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. Horizon shall comply with all applicable laws with respect to the confidentiality of personally identifiable information, including the Family Educational Rights and Privacy Act and New York Education Law 2-d, and shall complete and execute the School's Data Privacy and Security Agreement in connection with this Agreement.

AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:


 Tina Longo, CVT
 Director of Medical Services and Marketing
 Horizon Healthcare Staffing


 Date

Valley Stream School District 24

Date

Initial

Horizon
Healthcare
Staffing



Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for Valley Stream District #24 are valid through June 30, 2023. The rate schedule is subject to yearly rate increases and will be based on Valley Stream # 24 approval for each subsequent year.

Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions
Services and Rates
2022-2023

Registered Nurse (RN)	\$61.75 per hour	- Health Office / Trip
Registered Nurse (RN)	\$64.00 per hour	- 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$72.00 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
RN Overnight School Trips	\$61.75 per hour	- Day Hours (7:30 am- 8:30 pm)
	\$10.00 per hour	- On-Call hours (8:30 pm-7:30 am) **
Registered Nurse Visit (dispense meds)	\$95.00 per hour	
Licensed Practical Nurse (LPN)	\$45.00 per hour	- Health Office / Trip
Licensed Practical Nurse (LPN)	\$48.00 per hour	- 1:1 Skilled Nursing Services
Licensed Practical Nurse (LPN) Specialty	\$52.00 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
Medical Assistant	\$37.00 per hour	
Certified Nursing Assistant (CNA)	\$28.50 per hour	
Paraprofessional (HA)	\$27.00 per hour	
Home Health Aide (HHA)	\$28.50 per hour	
Student Transportation ONLY-RN	\$100.00 per hour	(one hour minimum each way) ***
Student Transportation ONLY- LPN	\$75.00 per hour	(one hour minimum each way) ***
Student Transportation ONLY- CNA/ PARA	\$60.00 per hour	(two hour minimum each way) ***
Social Worker	\$60.00 per hour	
ABA (Board Certified) Therapist	\$145.00 per hour	
ABA (non- certified)	\$70.00 per hour	
ABA Evaluations	\$130.00 per hour	
Teacher's Aide (Instructional certified)	\$35.00 per hour	
Teacher's Aide (Instructional- non- certified)	\$32.00 per hour	

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

**If the clinician's services are required during the on-call hours, the rate will be \$61.75 per hour for the duration of the time the nurse's services is required.

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



- If the same clinician works in the School District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.
- The minimum daily school assignment (s) is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.
- Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift: otherwise, a 50% charge will be billed for the lost shift wages.
- Visits for specific medical procedures will be billed at the visit rate of \$100/visit.
- If a clinician must stay beyond the student's scheduled IEP or school hours, Horizon reserves the right to bill School District for the extra time involved

Related Educational Services - Session Rates

Occupational and Physical Therapist	\$60.00	per thirty (30) minute individual session at one site.
	\$75.00	per group in a thirty (30) minute group session. [A group consists of up to three (3) students at one site] *
	\$195.00	per evaluation
CSE Consultation Meetings for OT, PT, ST	\$60.00	per thirty (30) minute session (billing will be prorated for longer sessions) *
PTA and COTA	\$58.00	per thirty (30) minute individual session at one site for two (2) or more students. *
	\$60.00	per group in a thirty (30) minute group session. A group consists of up to three (3) students at one site*
Speech Therapist	\$63.00	per thirty (30) minute individual session at one site
	\$85.00	per group in a thirty (30) minute session. A group consists of up to three (3) students.
	\$235.00	per evaluation
Prepare Reports/ Documentation	Billed at \$40 per half hour (prior school district authorization required)	

In case of a students unreported absence from a session the school district will be billed unless 2 hours' notice of the student's absence is given to Horizon.

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

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

Horizon
Healthcare
Staffing

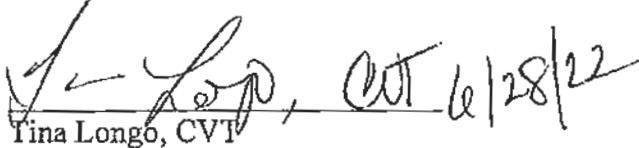


Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for Valley Stream # 24 are valid through June 30, 2023. The rate schedule is subject to yearly rate increases and will be based on Valley Stream #24 for each subsequent year.

AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:


Tina Longo, CVT

Director of Medical Services and Marketing
Horizon Healthcare Staffing

Print Name (Authorized)

Date

Signature

Date

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and UNITED CEREBRAL PALSY ASSOCIATION OF NASSAU COUNTY, INC. (hereinafter referred to as "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 380 Washington Avenue, Roosevelt, New York 11575.

WITNESSETH:

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

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

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

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

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

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

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2022 to June 30, 2023, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:**

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

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

3. PAYMENT SCHEDULE:

- a. In full consideration for the services above to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the period of this Agreement, SCHOOL DISTRICT will pay to SERVICE PROVIDER, for each child, the tuition rate set by the State Education Department. If the tuition rates for this school year are not available at the beginning of that school year, SCHOOL DISTRICT shall pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that SERVICE PROVIDER will be paid in accordance with the rates applicable to that current school year. Any overpayments will be reimbursed by SERVICE PROVIDER to SCHOOL DISTRICT.
- b. SCHOOL DISTRICT shall be responsible for payment of the tuition as provided for in this Agreement as long as the child is enrolled in SERVICE PROVIDER's program. SCHOOL DISTRICT reserves the right to add or delete a child from the list of the children covered by this Agreement at any time during the school term. Enrollment for any period less than one (1) month shall be prorated.

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

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

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

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

SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. RESPONSIBILITY FOR PAYMENT OF SERVICES:

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

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

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

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

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

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

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

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

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

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

17. **STUDENT REMOVAL:** SCHOOL DISTRICT reserves the right to add or remove a child from the list of the children covered by this Agreement at any time during the year in accordance with the students' IEP and all applicable Federal and State laws and regulations. Payment for children added or removed shall be prorated for the period of time services were provided to the

child. All appropriate statutory and regulatory notifications will be made by SCHOOL DISTRICT, including, but not limited to, the New York State Education Department. In the event that a student's continued presence poses a danger to the health or safety of the students or others, SERVICE PROVIDER may remove the student from the educational setting in accordance with law. In such event SCHOOL DISTRICT shall convene a CPSE or CSE as soon as possible to review the student's placement.

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

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

20. **TERMINATION:**

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

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

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

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

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

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

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

22. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

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

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

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

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

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

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

agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

25. **INSURANCE:**

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

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

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

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

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

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

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

Notice shall be delivered or mailed to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

UNITED CEREBRAL PALSY ASSOCIATION OF
NASSAU COUNTY, INC.

Date: 7/5/22

By:  _____

13 CHIEF FINANCIAL OFFICER

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and THE HAGEDORN LITTLE VILLAGE SCHOOL (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 750 Hicksville Road, Seaford, New York 11783.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for the provision of academic tutoring in accordance with New York State Education Laws; and

WHEREAS, SERVICE PROVIDER is in the business of providing services in the area of academic tutoring; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide the academic tutoring services of its supervised professional staff in an approved setting; and

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide academic tutoring services to SCHOOL DISTRICT.

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2022 to June 30, 2023, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:**

- a. SERVICE PROVIDER shall provide academic tutoring services in accordance with the State Education regulations, using only teachers certified by the New York State Education Department. SERVICE PROVIDER shall provide academic tutoring to the students only on SCHOOL DISTRICT's days of normal operation. The program shall consist of common branch instruction for grades 1-12 in English, Mathematics, Social Studies, Science, and other major courses of study as required by SCHOOL DISTRICT. Elementary students will receive one (1) hour of instruction per day, up to and including five (5) hours per week. Secondary school students will receive two (2) hours of instruction per subject, up to and including (10) hours per week. SERVICE PROVIDER shall conduct its program in a community center, library, or designated school premises, as agreed upon by SCHOOL DISTRICT, or an appropriate public place. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. TERMINATION:

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

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

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

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

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

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

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

23. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

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

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

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

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

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

25. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, its officers, directors,

agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

26. INSURANCE:

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

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

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

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

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

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

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

Notice shall be delivered or mailed to:

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

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

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

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

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

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

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

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

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

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

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

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

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

VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

THE HAGEDORN LITTLE VILLAGE SCHOOL

Date: 7/5/22

By: 

APPENDIX A

The Hagedorn Little Village School

Academic Tutoring

2022-2023 Rates

Service	Rate
Home Tutoring	\$52.00 per 30 minutes \$78.00 per 45 minutes \$94.00 per 60 minutes
Home Instruction	\$84.00 per 45 minutes \$100.00 per 60 minutes
Resource Room	\$52.00 per 30 minutes \$69.00 per 40 minutes \$78.00 per 45 minutes \$94.00 per 60 minutes

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and THE HAGEDORN LITTLE VILLAGE SCHOOL (hereinafter referred to as "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 750 Hicksville Road, Seaford, New York 11783.

WITNESSETH:

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

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

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

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

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

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2022 to June 30, 2023, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide the following services, consisting of, but not limited to the following:
 - a. Occupational Therapy Services
 - b. Physical Therapy Services
 - c. Speech/Language Services
 - d. Evaluations
 - e. Behavioral Services

- f. **Consultant Teacher**
- g. **Special Education Teacher**
- h. **ABA Services as follows:**
 - i. **Consultation Services** based on student IEPs. Consultations shall include, but not be limited to, the following areas:
 - 1. Functional Behavior Assessments;
 - 2. Behavior Intervention Plans;
 - 3. Behavior Modification Systems;
 - 4. Curriculum Modification;
 - 5. Material Modification;
 - 6. Evaluations;
 - 7. Staff Development; and
 - 8. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the model for these services to classroom staff and to initiate the model's implementation, making adjustments where necessary. SERVICE PROVIDER shall provide quarterly narrative and written reports to SCHOOL DISTRICT.
 - ii. **Home Program Services** as determined by CSE. Such services shall include, but not be limited to, the areas of:
 - 1. Discrete Trial Teaching;
 - 2. Independent Living Skills;
 - 3. Implementation of Behavior Plans;
 - 4. Incidental Teaching Situations;
 - 5. Verbal Behavior Techniques;
 - 6. Generalization Programming; and
 - 7. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide complete and accurate program data as required by the program and to implement the program as modified by the Supervisor. SERVICE PROVIDER's role shall not include the modification of programs. In addition, all home services require the presence of a parent or guardian at the time of service implementation. Such services shall not be provided without the presence of such individuals.
 - iii. **Supervision of Home Staff** provided by a certified special education teacher specializing in ABA as designated by the CSE. Supervisory visits shall include, but not be limited to:
 - 1. Functional Behavior Assessments;
 - 2. Behavior Intervention Plans;
 - 3. Behavior Modification Systems;

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

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

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

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

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

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

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

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

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

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

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

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

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

8. RESPONSIBILITY FOR PAYMENT OF SERVICES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **TERMINATION:**

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

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

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

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

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

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

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

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

24. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

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

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

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

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

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

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

27. **INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: .. ___

By: _____

THE HAGEDORN LITTLE VILLAGE SCHOOL

7/5/22

By: _____

APPENDIX A

The Hagedorn Little Village School

Related Services

2022-2023 Rates

Service	Rate
Occupational and Physical Therapy (Individual)	\$62.00 per 30 minutes \$90.00 per 45 minutes \$124.00 per 60 minutes
Occupational or Physical Therapy Evaluation (including written report)	\$260.00 per evaluation
Speech/Language Services (Individual)	\$62.00 per 30 minutes \$90.00 per 45 minutes \$124.00 per 60 minutes
Speech/Language or Audiological Evaluation (including written report)	\$260.00 per evaluation
Educational Evaluation (including written report)	\$260.00 per evaluation
Behavior Intervention Services (Individual)	\$84.00 per 45 minutes \$100.00 per 60 minutes
Consultant Teacher / OT / PT / SLP	\$84.00 per 45 minutes \$100.00 per 60 minutes
Parent Counseling & Training	\$100.00 per 45 minutes \$120.00 per 60 minutes
Special Education Teacher	\$52.00 per 30 minutes \$78.00 per 45 minutes \$94.00 per 60 minutes \$141.00 per 90 minutes
ABA Services ABA Teacher (Individual)	\$84.00 per 45 minutes \$100.00 per 60 minutes
ABA Services ABA Supervisor (Individual)	\$100.00 per 45 minutes \$120.00 per 60 minutes
Extended School Hours (ABA)	\$100.00 per 60 minutes

INTERMUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT (the "Agreement") entered into as of the ___ day of _____, 2022, by and between the **BOARD OF EDUCATION OF THE VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT** ("Valley Stream Central"), with offices for the transaction of business located at 1 Kent Road, Valley Stream, New York 11580 and the **BOARD OF EDUCATION OF THE VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR** ("Valley Stream 24"), with offices for the transaction of business located at 75 Horton Avenue, Valley Stream, New York 11581.

WITNESSETH:

WHEREAS, Valley Stream 24 and Valley Stream Central are each authorized by the USDA Food and Nutrition Service ("FNS") as a School Food Authority ("SFA"); and

WHEREAS, Valley Stream 24 agrees to assign its right as a SFA to Valley Stream Central such that Valley Stream Central may seek state and local reimbursement; and

WHEREAS, Valley Stream Central agrees to operate Valley Stream 24's free and reduced lunch program; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

1. The term of this Agreement shall commence on the date set forth above and shall terminate on June 30, 2023, unless terminated earlier in accordance with the terms set forth herein.
2. The Participants to this Agreement, believing it to be in the best interest of their respective Districts, do hereby authorize an intermunicipal cooperation agreement with and between each other for the purposes of Valley Stream 24 assigning its right as a SFA to Valley Stream Central to operate Valley Stream 24's free and reduced lunch program.
3. Valley Stream 24 agrees to reimburse any costs borne by Valley Stream Central which exceed state and local reimbursement amounts.
4. Each of the Participants agree to indemnify and hold harmless each other, as the case may be, their respective Boards of Education members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses or damages arising in any manner from the negligence or intentional misconduct of the indemnity Participant or any of its agents or employees related to or arising from the performance of its obligations under this Agreement.
5. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

6. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the parties or any officer, employee, servant, agent or independent contractor of either party; nor shall either party have the right, power or authority to obligate or bind the other party in any other manner whatsoever.
7. 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.
8. Any alteration, change, addition, deletion, or modification of any provision of this Agreement or of any right either party has under this Agreement must be made by the mutual assent of the parties in writing and signed by both parties.
9. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.
10. This Agreement evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement and the terms of this Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.
11. This Agreement may not be assigned by either party and is subject to the approval of the parties' respective Boards of Education.
12. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of New York and applicable Federal laws and regulations.
13. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
14. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
15. Any notices to be given under this Agreement by either party to the other party may be effected by personal delivery in writing, electronic mail or by mail, registered or certified, postage prepaid with return receipt required to the above listed address. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notices shall be delivered or mailed:

If to Valley Stream Central High School District:

Dr. Wayne Loper
1 Kent Road
Valley Stream, New York 11580

If to Valley Stream Union Free School District Twenty-Four

Dr. Don Sturz
75 Horton Avenue
Valley Stream, New York 11581

16. Participants shall each maintain all documents and records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with authority and/or jurisdiction over the provision of the services described herein.

17. The undersigned representative of each party hereby represents and warrants that the undersigned is an officer, director, or agent of that party with full legal rights, power and authority to enter into this Agreement on behalf of that party and bind that party with respect to the obligations enforceable against that party in accordance with the terms and conditions contained herein.

18. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

VALLEY STREAM CHSD

By: _____
Dr. Wayne Loper
Superintendent of Schools

VALLEY STREAM 24 UFSD

By: _____
Dr. Don Sturz
Superintendent of Schools

AGREEMENT

THIS AGREEMENT made this 6 day of July, 2022 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and THE HAGEDORN LITTLE VILLAGE SCHOOL (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 750 Hicksville Road, Seaford, New York 11783.

WITNESSETH:

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

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

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

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

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

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

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2022 to June 30, 2023, unless terminated earlier, as set forth herein.

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

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

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

3. PAYMENT SCHEDULE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **TERMINATION:**

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

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

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

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

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

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

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

22. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

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

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

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

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

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

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

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

25. **INSURANCE:**

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

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

g. Required Insurance:

i. **Commercial General Liability Insurance:**

\$1,000,000 per occurrence/ \$2,000,000 aggregate with coverage for sexual misconduct.

ii. **Automobile Liability:**

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

iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S.**

Paid Family Leave:

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

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

iv. **Professional Errors and Omissions Insurance:**

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

v. **Umbrella/Excess Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

THE HAGEDORN LITTLE VILLAGE SCHOOL

Date: 7/6/22

By: 
Jon Feingold, PhD

MEDICAID LOSS PREVENTION AND BILLING SERVICES

THIS AGREEMENT made and entered into as of JULY 1, 2022, by and between Valley Stream 24 UFSD, 75 Horton Avenue, Valley Stream, NY 11581, a public municipality, herein after referred to as "District", and Zycron Industries, 44 North Chestnut Street, NY, 12561, herein referred to as "Zycron Industries", and;

WHEREAS, Zycron Industries has represented to the District that it has expertise in dealing with Medicaid and collecting funds that are due organizations such as the District for past and future services rendered to disabled children in the School District and others; and the District is desirous of contracting with a firm with the expertise in the field of collecting from Medicaid that which is due the District for services rendered to disabled children in the School District and others;

WHEREAS, the District and Zycron Industries have agreed upon the following terms and conditions for Zycron Industries to perform services that the District needs in order to be fully compensated for rendering services to disabled persons and others in accordance with the laws of the United States and the State of New York for the mutual benefit of both organizations.

1. TERM

1.1 This Agreement shall be in effect as of July 1, 2022 and shall expire on June 30, 2023.

1.2 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Notice of intent to terminate shall be sent certified mail to the other party at their last official address specified above, unless another address is specified by the parties in writing.

2. COMPREHENSIVE SERVICE FEE

2.1 The District agrees to pay Zycron Industries a performance fee of Fifteen percent (15%) for all monies actually received and retained by the District as a result of claims submitted by Zycron Industries during the first year (including retroactive claims) to the Federal and/or State government for services rendered by the District to disabled students or others. It is contemplated and understood that the majority of the monies collected will be under the provisions of Medicaid for services rendered to the handicapped by the District.

2.2 Payment for services will be invoiced for services rendered the prior month based upon revenue received that month. The District agrees to pay within thirty (30) days of receipt of invoice.

2.3 Payments will only be made to Zycron Industries for funds received and retained by the District as a result of services rendered by Zycron Industries to the District. This will include payments received after the term of the contract for services rendered during the term of the contract.

3. SERVICES TO DISTRICT

Zycron Industries will use its best efforts, as outlined below, to:

- 3.1 Collect and document billing data for Medicaid eligible services as recommended by Individual Education Plans.
- 3.2 Formulate the District's monthly Medicaid billings for District signature and submission to Central New York's Regional Information Center.
- 3.3 Reconcile Medicaid payments and resolve billing rejections. Where necessary, the District will provide required data to facilitate prompt resolution of billing adjustments and discrepancies.
- 3.4 Maintain and retain service delivery and financial data related to Medicaid billing.
- 3.5 Provide management reports on a regular basis.
- 3.6 Design the Medicaid accountability and documentation necessary to comply with the federal and state requirements which are approved by the District.
- 3.7 Defend and assist the District at audits conducted by federal and state oversight agencies.
- 3.8 Conduct ongoing reviews of the District's records and procedures to identify areas of vulnerability and develop specific recommendations tailored to resolve identified problems.
- 3.9 Provide training to the District's staff and help them to implement other loss prevention strategies.
- 3.10 Pursue additional recovery efforts, when appropriate, in the areas of Administrative Costs, Emergency Assistance to Families, etc.
- 3.11 To ensure to the best of Consultant's ability that District submissions of billing data, information and documents are complete and accurate, Consultant shall adopt internal procedures sufficient to review and verify all Medicaid claims for accuracy and to detect any discrepancies or errors prior to the submission of claims to Medicaid. A detailed listing of the internal procedures to be followed by Consultant for claims processing is attached as Exhibit A to this contract. If during the term of this agreement, the internal procedures change, Consultant will provide a revised Exhibit A.

4. CONFIDENTIALITY OF RECORDS

All personally identifiable students and staff information obtained by or furnished to Zycron Industries or its subcontractors by the District and all reports and studies containing such information prepared or assembled by Zycron Industries shall not be provided or disclosed to

a third party without the written permission of the District. Zycron Industries shall limit access to such material in its control to those of its employees and/or subcontractors performing service pursuant to this agreement purely on a need to know basis. Zycron Industries shall restrict its use of the information to its performance under this agreement. Zycron Industries, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Zycron Industries, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Zycron Industries further agrees that any information received by Zycron Industries, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of District, its employees, agents, clients, and/or students will be treated by Zycron Industries, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality/privacy provision, Zycron Industries shall immediately notify the District and advise it as to the nature of the breach and the steps Zycron Industries has taken to minimize said breach. Zycron Industries shall indemnify and hold District harmless from any claims arising from its breach of the within confidentiality provision. Zycron Industries agrees to abide by all provisions of the Family Educational Rights and Privacy Act and New York Education Law Section 2-d with respect to privacy and protection of personally identifiable information, and shall complete and execute a Data Privacy and Security Agreement in connection with the services provided pursuant to this Agreement.

5. TERMINATION

The Board reserves the right to terminate this Agreement with or without cause upon thirty (30) days prior notice to Consultant. In the event of the termination of this contract, all fees due and owing Zycron Industries for claims submitted, for which the District, in fact, receives and retains funds, shall become due and payable thirty days following receipt by the District and all obligations of the parties shall immediately end.

6. LIABILITY

6.1 The District is relying on Zycron Industries to provide the service fees specified in paragraph 3 within the time-frames set by federal and state law. Zycron Industries shall be responsible for performing said services in compliance with federal and state law. Zycron Industries shall not be held liable for damage or loss caused solely by the negligence of the District or its employees, except Zycron Industries shall not be entitled to a performance fee on monies the District may not retain or may have to pay back.

6.2 In the event that the District is required to pay back monies because of errors in the information supplied to the Board or to Medicaid by Zycron Industries, Zycron Industries shall reimburse the District for any fees paid to it by the District which are directly related to the money the District must return, as well as for any additional penalties, fees, damages or assessments which directly relate to errors in the information supplied by Zycron Industries. The District may deduct the required reimbursement from any fees due Zycron Industries on any subsequent invoices following the District's

return of Medicaid funds until such amounts are reimbursed in full.

7. GENERAL

- 7.1 This agreement shall be binding upon both parties, when accepted by Zycron Industries and the District of Education and will be governed by the laws of the State of New York.
- 7.2 The headings of the various sections of this agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit or expand the intent of the parties as expressed in this agreement.
- 7.3 Severable. In the event any provision of this agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision of this agreement shall nevertheless remain in full force and effect.
- 7.4 Interpretation. When the context in which the words are used in this agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa, and words in the masculine gender shall include the feminine and neuter genders and vice versa.
- 7.5 Successors. This agreement shall not be changed, amended, modified or terminated except by written instrument signed by each of the parties to this agreement. This agreement represents the entire understanding between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral. This agreement shall not be assigned by Zycron Industries without the written consent of the District, which may be unreasonably refused. Zycron Industries shall remove any employee that has contact with the District personnel or students at the District's request, even if such a request is without reason.
- 7.6 Zycron Industries hereby accepts and assumes liability for and shall indemnify, protect and save harmless the District, its officers, employees, and agents, from and against the payment of:
- 7.6.1 All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any state, the Federal Social Security Act, Federal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomever employed, engaged on the work to be performed under this agreement.
 - 7.6.2 All other taxes that might be required as a result of Zycron Industries' performance under this agreement.
 - 7.6.3 All pension, welfare, vacation, annuity or any other contribution of benefit for which Zycron Industries may be responsible to any employee engaged in the work to be performed under this agreement.

7.6.4 Any claims, liabilities, suits, proceedings and actions, of whatever name or nature, as the same may relate, in any manner, to the services provided by Zycron Industries to the District pursuant to this Agreement, arising out of or caused by the negligence, error, omission or willful misconduct of Zycron Industries or its officers, employees or agents.

7.7 Notices. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be in writing and shall be deemed given upon the earliest of (a) delivery or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, and addressed to the addressee at its address set forth above.

7.8 Independent Contractor: The Contractor acknowledges that it will not hold itself, its officers, its employees and/or its agents, out as employees of the District. The Contractor is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relationship to the District shall, during the periods of its services hereunder, be that of an independent contractor. The Contractor shall not be considered as having employee status and shall not be entitled to participate in any of the District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Contractor, its officers, its employees and /or its agents shall not be considered as having employee status for the purpose of any other rights, privileges or benefits derived from employment by the District.

8. INSURANCE

Zycron Industries agrees to maintain insurance in accordance with the following criteria:

- Commercial Insurance, from an A. M Best rated "secured" insurer, authorized to conduct business in New York State, which contains a 30 day notice of cancellation and lists as primary coverage for the District, its Board, employees and volunteers and lists the School District as an additional insured by using endorsement C G 2026 or broader. Coverage is \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- Workers' Compensation and N. Y. S. Disability, including statutory Workers' compensation, Employers' Liability, and N. Y. S. Disability insurance for all employees.
- Errors and Omissions Insurance: Coverage is \$1,000,000 per occurrence/ \$2,000,000 aggregate.

9. CONFIDENTIAL DISCLOSURE

Zycron Industries is aware that its practices and the acts of its employees relating to Medicaid billing, data collection, Medicaid payments, and all of the services listed in this Agreement may be confidentially reported by an employee of the District to the New York State Medicaid Compliance Officer, if the employee believes such practice is inappropriate. Zycron Industries shall participate with state agencies and the District to determine the credibility of the allegation

and the existence of a Medicaid violation. If a violation is found attributable in whole or in part to an action or practice taken by Zycron Industries or its employees, Zycron Industries shall work with state agencies and the District to remedy the violation and its effects. Zycron Industries shall cooperate with the District's efforts to write a remedial plan for correcting the violations. The training Zycron Industries provides to Board staff and other School District employees pursuant to Section 3.9 of this Agreement shall include information regarding the District's Confidential Disclosure Policy, the contact information of the New York Compliance Officer, and an assurance that no employee will face retaliation for reporting Medicaid abuse and fraud.

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

Valley Stream 24 UFSD,

Name: _____

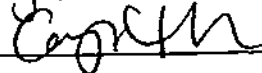
Signature: _____

Title: _____

Date: _____

Zycron Industries,

Name: Caryn Winson

Signature: 

Title: Consultant

Date: 7/1/22

Exhibit A:

Internal Procedures for Medicaid Claiming Accuracy

Zycron Industries staff will ensure that:

1. Medicaid claims are checked for eligibility before claims are processed;
2. Medicaid claims are checked for program completeness before claims are processed;
3. Credentials of the providers are checked to ensure they are current, complete and not excluded from the Federal or State Medicare and Medicaid programs or employment with the federal government.

**AGREEMENT
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of JULY 1, 2022 by and between the Valley Stream 24 SD ("District") and Zycron Industries ("Contractor").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT

CONTRACTOR

BY: _____

BY: Caryn Kinson
Caryn Kinson
Consultant

DATE: _____

DATE: 7/1/22

Parents' Bill of Rights for Data Privacy and Security

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

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

THIRD PARTY CONTRACTOR SUPPLEMENT

In accordance with its obligations under the District's Parents' Bill Rights and Data Privacy and Security Agreement, the Contractor verifies the following supplemental information to the Parents' Bill of Rights regarding data privacy and security:

(1) The student data or teacher or principal data (collectively, "PII Data") received by the Contractor will be used exclusively for the following purpose(s):

Contractor and its agents, employees and subcontractors, if any, shall use PII Data solely for the purpose of providing services as set forth in the parties' contract or other written agreement. Contractor and its agents, employees and subcontractors will not use PII Data for any other purposes. Any Data received by or by Contractor or any of its agents, employees, subcontractors or assignees shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.

(2) The Contractor will ensure the confidentiality of PII Data that is shared with subcontractors or other persons or entities as follows:

In the event that Contractor subcontracts with an outside entity or individual in order to fulfill its obligations to the District, Contractor ensures that it will only share PII Data with such subcontractors if those subcontractors are contractually bound to observe obligations to maintain data privacy and security consistent with those required of Contractor pursuant to the Agreement. Contractor will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII Data in its custody consistent with the data protection and security requirements of district policy, and state and federal law and regulations by: *(describe methods/procedures to safeguard data use by subcontractors)*.

(3) The duration of Contractor's services begins is set forth in the parties' contract or other written agreement. Once the contractor has completed its service to the district, records containing PII Data received by the Contractor will be disposed of as follows:

All PII Data will be disposed of in accordance with the instructions of the District, and will be: (a) delivered to the District or transitioned to a successor contractor, at the District's option and direction, (b) de-identified and/or (c) deleted from Contractor's computer systems and destroyed. Contractor will provide written confirmation of such disposition to the District, upon written request.

(4) A parent, student, teacher or principal can challenge the accuracy of PII Data received by the Contractor as follows:

In the event that a parent or eligible student wishes to challenge the accuracy of PII Data concerning that student that is maintained by Contractor or its subcontractors, such challenge may be processed through the procedures provided by the applicable educational agency or institution

for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that Contractor is notified of the outcome of any such errors made by Contractor, it will promptly correct any inaccurate data it or its subcontractors or assignees maintain. The District or the applicable New York education agency/institution will use FERPA's data correction procedures, as applicable, to update any data that is not a result of an error made by Contractor or its subcontractors.

(5) The following is how PII Data will be stored and what security protections will be taken by the Contractor:

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

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

THIRD-PARTY CONTRACTOR'S DATA SECURITY AND PRIVACY PLAN

In accordance with its obligations under the District's Parents' Bill Rights and Data Privacy and Security Agreement, the Contractor represents and warrants that its data security and privacy plan described below or attached hereto contains the following minimum required provisions (*fill in details below or provide a copy of or link to contractor's data security and privacy plan*):

- (i) Contractor will implement State and federal data security and privacy contract requirements for the duration of its contract that is consistent with the school district's data security and privacy policy by:

All District data is secured in locked file rooms or on encrypted servers.

- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information:

Data is stored in a locked file room or if electronic on an encrypted server. All items are password protected and must be changed every 31 days. Only the consultant working on the district will be able to access the information.

- (iii) Contractor has complied with requirements of §121.3(c) of the Commissioner's Regulations by providing and complying with the supplemental contractor information attached to its contract or written agreement with the District, or as follows:

- (iv) Contractor's employees and any assignees with access to student data, or teacher or principal data have received or will receive training on relevant confidentiality laws, before receiving access to such data, as follows:

Only the consultant will access the confidential files.

- (v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows:

No subcontractors will be utilized.

- (vi) Contractor will implement an action plan for handling any breach or unauthorized

disclosure of personally identifiable information and will promptly notify the school district of any breach or unauthorized disclosure as follows:

As per the District's policy and alert them immediately.

- (vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows:

All Data will be retained for seven years from the date of payment, then all data will be shredded.

Caryn Clark 7/1/22
Consultant

INTERMUNICIPAL AGREEMENT
FOR STUDENT TRANSPORTATION

This Intermunicipal IMA (“IMA”) made and entered as of the 1st day of July, 2022, by and between the Valley Stream Union Free School District 24 (“VS24 UFSD”), having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and the Lynbrook Union Free School District, having its principal place of business located at 111 Atlantic Avenue, Lynbrook, New York 11563 (“Lynbrook UFSD”) (collectively “the parties”).

WITNESSETH:

WHEREAS, the parties have determined to enter into this IMA pursuant to New York Education Law sections 1709, 1804, 3625, and General Municipal Law section 119-o for the purpose of providing transportation for certain children who reside in the VS24 UFSD; and

WHEREAS, in consideration of the payments, as more fully set forth herein, the VS24 UFSD wishes for the Lynbrook UFSD to provide transportation for the student listed in Confidential Schedule “A” (annexed hereto), from the established pick-up point as set forth herein to the Waverly Park Elementary School, located at 320 Waverly Avenue, East Rockaway 11518;

WHEREAS, VS24 UFSD and Lynbrook UFSD have each determined that it would be in their best interests for the Lynbrook UFSD to provide transportation to the VS24 UFSD student;

WHEREAS, the Lynbrook UFSD is willing to provide transportation services to the VS24 UFSD student pursuant to the terms and conditions as more fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The VS24 UFSD and the Lynbrook UFSD each represent that it is authorized, pursuant to both Article 9, Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental/intermunicipal agreements.

2. The VS24 UFSD and the Lynbrook UFSD, believing it to be in the best interests of their taxpayers, do hereby authorize intermunicipal cooperation and assistance with and between each other for the transportation of its students.

3. **Term.** The term of this IMA shall commence at the beginning of the 2022-2023 school year in accordance with the Lynbrook UFSD school calendar, subject to paragraph 4(C) herein, and terminate on June 30, 2023. The IMA may be extended for additional one-year periods, subject to the prior approval of the boards of education of the VS24 UFSD and the Lynbrook UFSD.

4. **Scope of services to be provided by the Lynbrook UFSD.** The Lynbrook UFSD agrees to provide the following transportation services to the VS24 UFSD student listed in Confidential Schedule A, annexed hereto:

A. After considering and balancing the issues of student safety, convenience, routing efficiency and cost as required by the Commissioner of Education, the Lynbrook UFSD agrees to transport the VS24 UFSD student to and from student's home address, listed in Confidential Schedule A, to the Waverly Park Elementary School, located at 320 Waverly Avenue, East Rockaway 11518 ("destination point").

B. The Lynbrook UFSD shall be responsible for establishing the bus route for the transportation services described herein.

C. Such transportation services shall be rendered by Lynbrook UFSD in accordance with the Lynbrook UFSD school calendar. Transportation services shall not be provided to VS24 UFSD students when Lynbrook UFSD public schools are closed, including but not limited to, closure for inclement weather.

D. The Lynbrook UFSD will utilize the school buses owned/leased and operated by Lynbrook UFSD. The Lynbrook UFSD hereby represents that it currently

provides transportation services to students of the Lynbrook UFSD that attend the school at the destination point.

E. The Lynbrook UFSD shall provide the VS24 UFSD with:

- i. A complete description of the bus routes along with pick-up and drop-off times;
- ii. Copies of required insurance certificates as set forth herein; and
- iii. Reports of incidents that may occur on the buses, and such other requirements or documents as may be requested and/or required by the VS24 UFSD.

5. The Lynbrook UFSD and the VS24 UFSD shall comply and be responsible for compliance with all applicable federal, state, and local statutes and rules regarding transportation services for students, including but not limited to, the New York State Education Law, the New York State Vehicle and Traffic Law, New York State Department of Transportation and the Commissioner's rules and regulations.

6. The Lynbrook UFSD will comply and be responsible for compliance of all applicable federal, state, local statutes and rules, including but not limited to the regulations of the New York State Education Department (NYSED) specific to safety training requirements, including the completion of the School Bus Driver Safety Training Program.

7. The VS24 UFSD represents that the proper Transportation Contract (Form TC) and New York State Aid forms, have been duly filed with the State Education Department in compliance with all applicable federal, state, and local statutes, rules and regulations.

8. **Consideration.** In full consideration for the services to be rendered by the Lynbrook UFSD for the term of this IMA, the VS24 UFSD agrees to pay the Lynbrook UFSD the following sums for transportation to the specified destination point:

- The sum of seven-hundred eighty dollars and thirty-nine cents (\$780.39) per student, for the duration of twenty-nine (29) days, at a daily rate of twenty-six dollars and ninety-one cents (\$26.91) per pupil/per day, for transportation services to the destination point.

9. The Lynbrook UFSD shall invoice the VS24 UFSD on a monthly basis for all transportation services provided. Invoices shall be due and payable within forty-five (45) days of receipt of the invoice.

10. The VS24 UFSD shall have the right to add or remove a child from the services at anytime during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

11. The Lynbrook UFSD and the VS24 UFSD shall file the fully executed IMA with the Department of Education as may be required.

12. **Insurance.** The Lynbrook UFSD and the VS24 UFSD shall maintain in full force and effect during the Term of this Agreement, (i) Workers' Compensation Insurance Employers Liability & NYS Disability Benefits Insurance for the statutory limits as prescribed by the laws of the State of New York; (ii) comprehensive general liability insurance with limits of liability of \$1 million for each occurrence, \$2 million in the general aggregate and \$2 million for products/completed operations; and (iii) Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. Each party shall provide a copy of the insurance certificates to the other at least ten (10) days prior to the commencement of the Term of this IMA and shall further provide prior written notice of the cancellation, termination or modification of said policies. The Lynbrook UFSD agrees to name the VS24 UFSD as an additional insured.

13. In the event that any of the insurance coverage to be provided by either party

contains a deductible, the parties shall indemnify and hold each other harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of each party.

14. The parties shall provide each other with evidence of the above insurance requirements upon execution of the within IMA. The parties further acknowledge that its failure to obtain or keep current the insurance coverage required by this IMA shall constitute a material breach of this IMA.

15. Prior to commencement of the within services, the parties shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this IMA.

16. **Notices:** Any notices to be given under this IMA by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

Notice shall be delivered or mailed to:

Valley Stream Union Free School District 24
Attn: Dr. Jack Mitchell
Assistant Superintendent for Business
75 Horton Avenue
Valley Stream, New York 11581

Lynbrook Union Free School District
Attn: Dr. Maureen Berman
Assistant Superintendent for Personnel, Transportation & Student Support Services
111 Atlantic Avenue
Lynbrook, New York 11563

17. **Termination.** This IMA may be terminated by either party upon thirty (30) days written notice to the non-terminating party. In the event that the Lynbrook UFSD student(s) no longer attend school at the destination point(s) during the term of this IMA, and any renewal

period, the Lynbrook UFSD shall no longer be obligated to provide transportation services to the VS24 UFSD student(s), and this IMA shall terminate immediately upon notice from the Lynbrook UFSD to the VS24 UFSD of such discontinuation of services. Upon termination, the parties shall undertake all necessary steps to wind down activities hereunder. In the event of termination, VS24 UFSD shall be liable for and make payment of all sums due and owing for transportation services rendered up to the effective date of termination.

18. **Indemnification and Hold Harmless Provision:** The Lynbrook UFSD and VS24 UFSD further agree that it shall defend, indemnify and hold harmless each other, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, neglect or breach of duties by either Lynbrook USFD or VS24 UFSD or any of its officers, directors, agents or employees taken or made with respect to this IMA.

19. **Discrimination:** Services provided pursuant to this IMA shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, gender identity, religion, age or disability.

20. This IMA shall be governed by the laws of the State of New York.

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

22. This IMA constitutes the full and complete IMA between the VS24 UFSD and the Lynbrook UFSD, and supersedes all prior written and oral agreements, commitments or

understandings with respect thereto.

23. This IMA has been mutually arrived at and shall not be construed against either party as being the drafter or causing this IMA to be drafted.

24. Any alteration, change, addition, deletion or modification of any of the provisions of this IMA or any right either party has under this IMA shall be made by mutual assent of the parties in writing and signed by both parties, and subject to the approval of the State Education Department, as required.

25. This IMA may not be assigned by either party without the prior written authorization of the non-assigning party.

26. Nothing contained in this IMA shall be construed to create an employment or principal-agent relationship or partnership or joint venture, between the Lynbrook UFSD and the VS24 UFSD and any officer, employee, servant, agent or independent contractor of the Lynbrook UFSD.

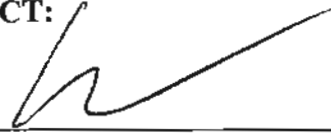
27. The undersigned representatives of the Lynbrook UFSD and the VS24 UFSD hereby represent and warrant that they have the full legal rights, power and authority to enter into this IMA on behalf of the respective school districts and bind the same with respect to the obligations and terms contained herein. This IMA shall not become binding until approved by the VS24 UFSD and Lynbrook UFSD by resolution at a duly convened public meeting.

~Signatures on next page~

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

Date: July 5, 2022

LYNBROOK UNION FREE SCHOOL DISTRICT:



PRESIDENT, BOARD OF EDUCATION
William Belmont

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24:

Date: _____

PRESIDENT, BOARD OF EDUCATION

Confidential Schedule A

Ryan Osa
180 Westminster Road
Lynbrook, NY 11563

DISCLOSURE AND CONSENT AGREEMENT

This Agreement is made as of this 1st day of July, 2022 by, between and among: the Law Firm of Frazer & Feldman, LLP (hereinafter the "Firm") with its principal place of business located at 1415 Kellum Place, Suite 201, Garden City, New York, the Lynbrook Union Free School District, having its principal place of business located at 111 Atlantic Avenue, Lynbrook, New York 11563, and the Valley Stream Union Free School District 24, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11582.

WHEREAS, the Firm is currently counsel to and regularly represents the Lynbrook Union Free School District ("Lynbrook"), and

WHEREAS, the Firm is currently counsel to and regularly represents the Valley Stream Union Free School District 24 ("VS24"); and

WHEREAS, both VS24 and Lynbrook have requested legal guidance and counsel from the Firm in connection with the establishment of an Intermunicipal Agreement for Student Transportation, and

WHEREAS, the Districts have each requested that the Firm provide a template Intermunicipal Agreement for Student Transportation for use by them to facilitate the provision of transportation services for student(s) residing in VS24 to the Lynbrook public schools, and

WHEREAS, it is the understanding of VS24 and Lynbrook that they are united in interest in the proposed Intermunicipal Agreement for Student Transportation, and

WHEREAS, VS24 and Lynbrook are each aware of the Firm's regular legal representation of the other and neither has chosen to seek independent legal counsel regarding this matter at this time,

NOW THEREFORE, the parties hereto acknowledge and agree as follows:


1. The Firm has advised each VS24 and Lynbrook that it regularly provides legal representation to the other. The Firm has advised VS24 and Lynbrook of its individual right to have independent counsel provide the legal assistance and advice that it seeks. The Firm has advised VS24 and Lynbrook that to the extent that either seeks negotiation of the terms of the proposed Intermunicipal Agreement for Student Transportation, the Firm cannot negotiate the terms of the agreement on behalf of either VS24 or Lynbrook.
2. The Firm has also explained to VS24 and Lynbrook that it does not believe there is any conflict of interest in drafting the Intermunicipal Agreement for Student Transportation in connection with this matter; notwithstanding the Firm's representation of each in other capacities.
3. VS24 and Lynbrook do hereby consent to the Firm's provision of a template Intermunicipal Agreement for Student Transportation to them for their use in connection

with this matter and waive any potential conflict which might otherwise prevent said representation. It is expressly understood by VS24, Lynbrook and the Firm that the extent of this consent is strictly limited to the transactional aspects of the aforesaid transaction. In the event that any adverse circumstance arises between the VS24 and Lynbrook respecting the Intermunicipal Agreement for Student Transportation, the Firm will immediately recuse itself and substitute counsel will be acquired by VS24 and Lynbrook to represent each in said transaction.

4. The within agreement may be executed in counterparts. Further, a copy of a signature on a facsimile transmission of this Agreement shall have the same force and effect as if it were an original signature.

In witness thereof, the parties have caused this agreement to be executed by their respective representatives.

LYNBROOK UFSD:

By: 

William Belmont, Board President

Date: July 5, 2022

VALLEY STREAM UFSD #24:

By: _____
_____, Board President

Date: _____, 2022

LAW FIRM OF FRAZER & FELDMAN, LLP

By: _____
James H. Pyun, Esq.

Date: _____, 2022