

MINUTES

BOARD OF EDUCATION
VALLEY STREAM SCHOOL DISTRICT 24

BUSINESS MEETING

WILLIAM L. BUCK SCHOOL
FEBRUARY 8, 2023

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

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

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

Absent With Prior Notice: Trustee Wheeler

I. CALL TO ORDER

Having a quorum, the Business Meeting was called to order at 6:45 pm by President Maier at the William L. Buck School.

Motion to enter Executive Session at 6:45 pm by Vice President LaRocco and seconded by Trustee Hernandez to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 7:35 PM by Vice President LaRocco seconded by Trustee Hernandez. Motion unanimously carried.

The Business Meeting was reconvened at 7:38 pm, by President John Maier.

II. Salute to Flag

III. Minutes- the minutes for 12/14/2022, 12/22/2022, and 1/11/2023 and 1/25/2023 were approved by Trustee Hernandez and seconded by Vice President LaRocco.

IV. Welcome to Visitors: President Maier welcomed all in attendance to the Business Meeting and further specified conditions of public comments/ questions.

William L Buck Student Presentation made by teachers and students.

V. Correspondence Report – No Correspondence Report.

VI. Superintendent Report- Dr. Sturz spoke about his excitement for Student Presentations with regard to their Career Day and mentioned that Winter Recess will be from 2/20/2023-2/24/2023 – hope you take the time to enjoy it with friends and family. School will open again on 2/27/2023.

VII. LIST OF ITEMS FOR ACTION:

A. PERSONNEL - TRUSTEE WILSON – Trustee Hernandez asked for a motion for a Consent Agenda and seconded by Vice President LaRocco. Motion made by Trustee Hernandez to move all items by Consent Agenda and seconded by Vice President LaRocco. Motion unanimously carried

1. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the following Salary Changes, effective February 1, 2023:

Allison Smithwick - Step 6 MA+45 Naomi Narain Step 2 MA+15

B. EDUCATION - TRUSTEE HERRERA – Trustee Hernandez asked for a motion for a Consent Agenda and seconded by Vice President LaRocco. Motion made by Trustee Hernandez to move all items by Consent Agenda and seconded by Vice President LaRocco. 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 1/19/2023, 1/10/2023, 1/18/2023, 1/24/2023, 1/27/2023, 1/25/2023, 12/7/2022, 12/22/2022, and 1/27/2023, pertaining to students being considered for special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Special Education.

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 1/24/2023, 1/24/2023, 1/24/2023, and 1/11/2023, pertaining to students being considered for pre-school special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Pre-School Special Education.

C. FINANCE – VICE PRESIDENT LAROCCO – Trustee Hernandez asked for a motion for a Consent Agenda and seconded by Vice President LaRocco. Motion made by Trustee Hernandez to move all items by Consent Agenda and seconded by Vice President LaRocco. 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 December 2022.

VIII. OTHER REPORTS

A. VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT

There are three delegates from Valley Stream UFSD Twenty-Four on the Central High School Board of Education, President Maier, Trustee Herrera, and Trustee Hernandez

Residency Hotlines:

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

B. LEGAL REPORT- Representative from the law firm, Guercio & Guercio, LLP –
No Report

C. LEGISLATION REPORT - TRUSTEE ARMANDO HERNANDEZ

Trustee Hernandez spoke about some Board Members making the journey to Albany with NYSSBA, to speak to legislators about providing better funding for our schools.

D. POLICY COMMITTEE - TRUSTEE KIMBERLY WHEELER – No Report

IX. UNFINISHED BUSINESS, IF ANY: None

X. NEW BUSINESS: - Trustee Hernandez asked for a motion for a Consent Agenda and seconded by Vice President LaRocco. Motion made by Trustee Hernandez to move all items by Consent Agenda and seconded by Vice President LaRocco. Motion unanimously carried.

1. BE IT RESOLVED, that the Board of Education of the Valley Stream UFSD 24 hereby approves the Agreement between the District and the Lynbrook Union Free School District for student health and welfare services for 2022-2023.

BE IT FURTHER RESOLVED that the Board of Education hereby 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, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the transfer of funds, \$35,145 from the Unassigned Fund Balance of the Cafeteria fund to:

C-2860.2

The transfer will fund equipment purchases for new cafeteria tables at the Brooklyn Avenue and Robert W. Carbonaro Schools, and a new refrigerator for the Brooklyn Avenue cafeteria.

3. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorize Valley Stream UFSD #24 to be the lead District in the Nassau County School Facilities Association Purchasing Consortium in assuming the responsibility for advertising of bids, accepting and opening bids, tabulating bids, reporting the results to the Board of Education and making recommendations for the 2023-24 school year, regarding pest control services for school buildings.

4. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorize Valley Stream UFSD #24 to be the lead District in the Nassau County School Facilities Association Purchasing Consortium in assuming the responsibility for advertising of bids, accepting and opening bids, tabulating bids, reporting the results to the Board of Education and making recommendations for the 2023-24 school year, regarding blinds and shades for school buildings.

5. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the proposal and grants the contract from ZE Creative Communications to provide translation services to the District for newsletters and other publications in the 2022-2023 school year.

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

BUDGET TRANSFER FOR BOARD APPROVAL			
DATE: February 8, 2023			
CODE	DESCRIPTION	FROM	TO
A2825.150-3 A2815.4	Social Worker Salaries-WLB Health Services Expenses Health Services Paid to Other Districts	\$ 4,000.00	\$ 4,000.00
A2110.12 A2110.47 A5540.4	Teachers 1-6 Salaries Tuition Transportation Expenses Transportation Expenses	\$ 126,468.00 \$ 14,974.00	\$ 141,442.00
A2110.120-3 A1420.4 A1420.400-2	Teachers 1-6 Salaries-WLB Attorney Fees Negotiations Attorney Attorney Fees	\$ 51,128.00	\$ 50,304.00 \$ 824.00
A2825.150-3 A2820.400-3	Social Worker Salaries-WLB Psych Expenses-WLB Psych Eval	\$ 4,000.00	\$ 4,000.00
A2110.121 A2110.160-3 A1620.407-51 A1620.407-52 A1620.407-53	Kindergarten Teachers Salaries LCH/CRM/CPY Aides-WLB Security-BAS Security-RWC Security-WLB Arrow Security	\$ 87,641.00 \$ 20,000.00	\$ 42,356.00 \$ 37,878.00 \$ 27,407.00
A2330.49 A1310.49	BOCES Summer School BOCES Services Zimmerman & Edelson PR/PD	\$ 47,740.00	\$ 47,740.00

A2110.120-3	Teachers 1-6 Salaries-WLB	\$ 2,092.00	
A2610.150-2	Library Salaries-RWC		\$ 2,092.00
A2110.120-2	Teachers 1-6 Salaries-RWC	\$ 7,368.00	
A2110.120-1	Teachers 1-6 Salaries-BAS		\$ 7,368.00
	Salary Lane Changes		
A9060.85	Dental Insurance	\$ 2,500.00	
A1310.16	Business Office Salaries		\$ 2,500.00
	Stipend		
	TOTALS	\$ 367,911.00	\$ 367,911.00

XI. DISCUSSION

XII. AUDIENCE TO VISITORS

XIII. ADJOURNMENT

Motion to enter Executive Session at 7:53 pm by Trustee Hernandez and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 9:33 pm by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Business Meeting at 9:33 pm by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Respectfully Submitted,

Elizabeth Fleurimond

Elizabeth Fleurimond
District Clerk

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

SPECIAL MEETING

WILLIAM L. BUCK SCHOOL

February 13, 2023

7:00 PM It is anticipated that the Board of Education will immediately entertain a motion to enter into executive session for purposes of discussing a personnel matter and contract matters.

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

Others Present: None

Absent With Prior Notice: None

I. Call to Order

Having a quorum, President Maier called the Special Meeting to order at 7:00 pm.

Motion to enter Executive Session at 7:00 pm by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Motion to exit Executive Session at 7:30 pm by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Special Meeting at 7:31 by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Respectfully Submitted,

Elizabeth Fleurimond

Elizabeth Fleurimond

District Clerk

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

WORK SESSION

WILLIAM L. BUCK SCHOOL

March 1, 2023

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

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

Others Present: Superintendent Dr. Sturz and Dr. Jack Mitchell

Absent With Prior Notice: Trustee Wilson

I. Call to Order

Having a quorum, President Maier called the Work Session to order at 6:45 pm.

Motion to enter Executive Session at 6:45 pm by Trustee Wheeler and seconded by Trustee Hernandez. Motion unanimously carried.

Motion to exit Executive Session at 8:02 pm by Trustee Hernandez and seconded by Vice President LaRocco. Motion unanimously carried.

II. Informational Items:

- Discussion of Northwell Health Family Living Program
- Legislative Breakfast on 3/11 at 9:00 am. Be sure to RSVP if attending
- Discussion of Attorney Reports
- Roberts Rules Book purchase for Board Members
- Potential additional committees/advisory

III. Action Items:

Motion made by Trustee Wheeler to move item 1 as listed. Seconded by Trustee Hernandez.
Motion unanimously carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent, that the Board of Education reviews for a 1st reading of the following revised policies:

7100 - Buildings and Grounds Maintenance and Inspection

7200 - Pesticides and Pest Management

7300 - Reporting of Hazards

7400 - Idling of Buses and Private Vehicles on School Ground

7500- Use of Surveillance Cameras on School District Property

7600- Gender Neutral Bathrooms

Motion made by Trustee Wheeler to move item 2 as listed. Seconded by Trustee Hernandez.
Motion unanimously carried.

2. **WHEREAS**, a number of public-school districts in Nassau County wish to jointly solicit proposals for Special Education Related Services to commence in the 2023-2024 school year in accordance with the applicable provisions of General Municipal Law;

WHEREAS, the Valley Stream School District 24 desires to participate with these school districts for the joint solicitation of proposals for Special Education Related Services as authorized by General Municipal Law Section 119-o, in accordance with the terms and conditions of the attached Inter-Municipal Cooperative Agreement ("IMA") among the participating school districts; and,

WHEREAS, the Board of Education has determined that it would be in its best financial interest to solicit proposals for Special Education Related Services on a cooperative basis;

NOW THEREFORE, BE IT RESOLVED that the Board of Education hereby authorizes the School District to participate with other Nassau County public school districts for the solicitation of proposals for Special Education Related Services on a cooperative basis, subject to the terms and conditions of the IMA; and

BE IT FURTHER RESOLVED that the Board of Education hereby accepts and approves the appointment of Nassau BOCES as the Lead Participant for purposes of facilitating and coordinating the solicitation of proposals in accordance with the IMA; and

BE IT FURTHER RESOLVED that the Board of Education hereby approves the attached IMA and authorizes the Board President to execute the IMA on behalf of the Board of Education.

IV. Motion to Adjourn:

Motion to adjourn the Work Session by Trustee Wheeler at 8:30 pm and seconded by Trustee Hernandez. Motion unanimously carried.

Respectfully Submitted,

Elizabeth Fleurimond Elizabeth

Fleurimond District Clerk

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

SPECIAL MEETING

WILLIAM L. BUCK SCHOOL

March 9, 2023

7:00 PM It is anticipated that the Board of Education will immediately entertain a motion to enter into executive session for purposes of discussing a personnel matter and contract matters.

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

Others Present: None

Absent With Prior Notice: None

I. Call to Order

Having a quorum, President Maier called the Special Meeting to order at 7:00 pm.

Motion to enter Executive Session at 7:00 pm by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Motion to exit Executive Session at 7:30 pm by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Special Meeting at 7:31 by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Respectfully Submitted,

Elizabeth Fleurimond

Elizabeth Fleurimond

District Clerk

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

SPECIAL MEETING

Memorial Junior High School

March 11, 2023

At 8:40 AM the Board will begin this Special Meeting.

Members Present: President Maier, Vice President LaRocco, Trustees Hernandez and Wilson

Others Present: N/A

Absent With Prior Notice: Trustees Herrera, Nunez and Wheeler

I. **Call to Order**

Having a quorum, the Special Meeting was called to order at 8:40 am by President Maier at the Memorial Junior High School.

II. **Informational:** None

III. **Action Items:**

Motion made by Trustee Wilson to move item 1 as listed. Seconded by Trustee Hernandez.
Motion unanimously carried

1. **BE IT RESOLVED**, the Board of Education hereby engages the services of Joady B. Feiner, Esq. of the Law Office of Joady B. Feiner to perform an internal investigation at a rate of \$255.00 per hour plus reimbursement for reasonable expenses, and hereby authorizes the President of the Board of Education to execute a retainer letter for same.

Motion to adjourn the Special Meeting by Trustee Hernandez at 8:42 am and seconded by Vice President LaRocco. Motion unanimously carried

Respectfully Submitted,

Elizabeth Fleurimond

Elizabeth Fleurimond

District Clerk

The Board of Education recognizes that the success of the school program depends, in part, on support by the larger community. The Board of Education wishes to foster a positive climate where members of the community have the opportunity to observe the hard work and accomplishments of the student, teachers and other staff. Since schools are a place of work and learning, however, certain limits must be set for these visits. The Building Principal or his or her designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor. Deliveries will be scheduled in advance and supervised by custodial personnel.
2. All visitors to the school must enter through the designated single point of entry and report to the security aide or personnel upon arrival at the school. There they will be required to present a driver's license or other photo identification, sign the visitor's register when requested to do so, and may be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the security aide or personnel before leaving the building.
3. Parents and/or guardians who wish to observe a school activity while school is in session are required to arrange the visits in advance with the classroom teacher(s) and Building Principal so that class disruption is kept to a minimum.
4. Unless specifically authorized to act on behalf of the Board of Education, an individual Board member has no right to make an official visit to the schools for the purposes of inspecting the schools, gathering information, or giving directions to any employee of the schools. The individual Board member's rights are no greater or different from those of any other individual. Unless attending upon matters relating to their own children or meetings or gatherings open to the general public, individual Board members will provide advance notice of a school visit to the President of the Board of Education and the Superintendent of Schools and will notify the Building Principal upon entering the building. Concerns or opinions related to the education program in individual school buildings will be directed to the Superintendent of Schools.
5. Any unauthorized person on school property will be reported to the Building Principal or designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

VISITORS TO THE SCHOOLS

Policy 1104

6. All visitors will abide by the rules for public conduct on school property contained in the Code of Conduct.

Cross Ref: Policy 5131 – Code of Character, Conduct and Support

Board of Education

ADOPTED: March 22, 1990
Revised: February 9, 2011
Revised: December 12, 2013
Revised: November 19, 2014
Revised: November 29, 2017
Revised:

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

**PROGRAMS FOR STUDENTS WITH DISABILITIES
UNDER THE IDEA AND NEW YORK
EDUCATION LAW ARTICLE 89**

Policy 5400

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VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

PROGRAMS FOR STUDENTS WITH DISABILITIES UNDER THE IDEA AND NEW YORK EDUCATION LAW ARTICLE 89

Policy 5400

I. General

The Board of Education shall provide a free appropriate public education to all students with disabilities who reside within the School District and are eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA) and Article 89 of New York's Education Law, and their implementing regulations. Special education and related services will be provided to resident eligible students with disabilities in conformity with their individualized education program (IEP) and in the least restrictive environment appropriate to meet their individual educational needs. Special education services or programs will be designed to enable a student with disabilities to be involved in and progress in the general education curriculum, to the extent appropriate to his/her needs.

The Board of Education also shall make available special education and related services to eligible students with disabilities parentally placed in a nonpublic school located within the School District, regardless of whether they are residents of the School District. However, this obligation does not extend to resident students with disabilities who are placed by their parents in a nonpublic school within School District boundaries because of a disagreement between the parents and the School District over the provision of a free appropriate public education. Nonpublic school students with disabilities who are not School District residents but who reside within New York State will be provided programs and services in accordance with their individualized education services program (IESP).

II. Least Restrictive Environment

The Board of Education recognizes its responsibility to provide students with disabilities with special education programs and services under the IDEA and Article 89 of New York's Education Law and for students to receive those services in the least restrictive environment appropriate to meet their individual educational needs.

Therefore, the School District will not place students with disabilities in special classes or separate schools, or otherwise remove them from the regular educational environment unless the nature or severity of their disability is such that their education cannot be achieved satisfactorily in regular classes, even with the use of supplementary aids and services. In addition, the School District will provide special services or programs to enable students with disabilities to be involved in and progress in the general curriculum, to the extent appropriate to their needs.

To fulfill its responsibility to educate students with disabilities in the least restrictive environment, the School District will implement the provisions of section 200.6 of the Commissioner's Regulations.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

PROGRAMS FOR STUDENTS WITH DISABILITIES UNDER THE IDEA AND NEW YORK EDUCATION LAW ARTICLE 89

Policy 5400

Furthermore, and pursuant to those provisions, students with disabilities placed together for purposes of receiving special education will be grouped by similarity of individual needs including their range of academic achievement, functional performance and learning characteristics; social and physical development, and management needs.

The Superintendent of Schools or his/her designee will establish a process that the CSE or CSE subcommittee Chairperson, as appropriate, obtains an up-to-date copy of the Commissioner's Regulations at the beginning of each school year, and copies of any amendments that become effective during the school year.

The Board of Education also recognizes that the least restrictive environment requirements established by applicable law and regulations also extend to nonacademic settings. Therefore, to the extent appropriate to their individual needs, eligible students with disabilities residing within the School District and attending the School District's public schools will be entitled to participate in School District academic, co-curricular and extracurricular activities available to all other students enrolled in the School District's public schools. Such co-curricular and extracurricular activities may include, but are not limited to, athletics, transportation, recreational activities, school-sponsored special interest groups or clubs, and referrals to agencies that provide assistance to individuals with disabilities. Students with disabilities, and their parents, will be informed of the availability of such programs and activities and their eligibility to participate.

The School District will provide School District programs and activities, including extracurricular activities that are accessible to students with disabilities to the extent appropriate to their individual needs. The School District will make individual modifications to include physical facilities, scheduling and transportation arrangements, so that students are not excluded because of the presence of a disability.

In providing a free appropriate public education to students with disabilities eligible under the IDEA and Article 89, the Board of Education will afford students and their parents the procedural safeguard rights to which they are entitled under applicable law and regulations. The Board of Education also will provide them with notice of such rights as required by law and regulation, using the form prescribed by the Commissioner of Education.

For purposes of this policy and others related to the provision of services to eligible students with disabilities, and consistent with applicable law and regulation, the word "parent" means a birth or adoptive parent, a legally appointed guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child; a person in parental relationship to the child as defined in section 3212 of the Education Law; an individual designated as a person in parental relation pursuant to title 15-A of the General Obligations Law, including an individual so designated who is acting in the place of a birth or adoptive parent (including a grandparent, stepparent, or other relative with whom the child resides; or a surrogate parent who has been appointed in accordance with commissioner's regulations.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

PROGRAMS FOR STUDENTS WITH DISABILITIES UNDER THE IDEA AND NEW YORK EDUCATION LAW ARTICLE 89

Policy 5400

Eligible students with disabilities will be entitled to special education and related services until the end of the school year in which they turn twenty-one (21) or until they receive a local high school or Regents diploma.

Students with disabilities may not be required to take medication as a condition for receiving a free appropriate public education.

The School District will provide services to students with disabilities in accordance with the following:

1. The Board will adopt and maintain a district special education services plan in conformance with the Commissioner's Regulations. The plan will be available for public inspection and review by the Commissioner of Education.
2. School District staff will take steps to locate, identify, evaluate and maintain information about all children with disabilities within the School District, including homeless children and children who are wards of the state, and children attending nonpublic school within the School District (including religious schools), who are in need of special education.
3. The School District will establish a plan and practice for implementing school-wide approaches and interventions in order to remediate a student's performance prior to referral for special education services. The School District will provide general education support services, instructional accommodations, and/or alternative program options to address a student's performance before referring the student to the Committee on Special Education (CSE). The Instruction Support Team will develop, implement and evaluate pre-referral intervention strategies.
4. School District staff will initiate a request for evaluation of a student who has not made adequate progress after an appropriate period of time when provided instruction under a response to intervention program. In making the request the staff person will describe in writing intervention services, programs, or instructional methodologies used to remediate the student's performance prior to referral, including any supplementary aids or support services provided for this purpose, or state the reasons why no such attempts were made. In addition, the extent of parental contact will be described as well.
5. The Board of Education will appoint a committee on special education (CSE), and, as appropriate, CSE subcommittees, to assure the timely identification, evaluation and placement of eligible students with disabilities.
6. The Board of Education will arrange for special education programs and services based upon the recommendation of the CSE or CSE subcommittee.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

PROGRAMS FOR STUDENTS WITH DISABILITIES UNDER THE IDEA AND NEW YORK EDUCATION LAW ARTICLE 89

Policy 5400

7. The Superintendent of Schools or his/her designee will establish a plan for the recruitment, hiring and retention of staff appropriately and adequately prepared to meet the needs of students with disabilities including, but not limited to, highly qualified special education teachers.
8. The Superintendent of Schools or his/her designee will establish a comprehensive professional development plan designed to ensure that personnel necessary to carry out IDEA and Article 89 possess the skills and knowledge required to meet the needs of students with disabilities.
9. The Superintendent of Schools or his/her designee will establish a process for ensuring that School District staff understand the right of students with disabilities to access and participate in the same academic, co-curricular and extracurricular programs and activities as all other students enrolled in the School District's schools, to the extent appropriate to their individual needs.

III. Locate and Identify Students with Disabilities

The School District will conduct an annual census to locate and identify all students with disabilities who reside in the School District, and establish a register of such students who are entitled to attend the public schools of the School District during the next school year, including students with disabilities who are homeless or wards of the State. The census shall be conducted, and the registry maintained, in accordance with the requirements established in Commissioner's regulations.

The School District's activities for locating and identifying parentally-placed nonpublic school students with disabilities will be comparable to those undertaken for students attending the School District's public schools, and will be completed in a comparable time period, as well.

The Superintendent of Schools will determine what other activities might be appropriate to help locate and identify students with disabilities. These may include, but are not limited to, the mailing of letters to all School District residents regarding the availability of special education programs and services and their right to access such services, and/or the publication of a similar notice in school newsletters and other publications.

IV. Evaluation of Students with Disabilities

To initially determine a student's eligibility for a free appropriate public education under the IDEA and Article 89, the School District will conduct a full evaluation of the student within legally prescribed time lines. As set forth in Commissioner's regulations, the initial evaluation will include, at least, a physical examination, an individual psychological evaluation unless the school

PROGRAMS FOR STUDENTS WITH DISABILITIES
UNDER THE IDEA AND NEW YORK
EDUCATION LAW ARTICLE 89

Policy 5400

psychologist determines it unnecessary, a social history, an observation of the student in the student's learning environment to document the student's academic performance and behavior in the areas of difficulty, and other appropriate assessments or evaluations (including a functional behavioral assessment for a student whose behavior impedes his or her learning or that of others) to ascertain the physical, mental, behavioral and emotional factors that contribute to the suspected disabilities.

Once a student has been determined eligible to receive a free appropriate public education, the School District will reevaluate the student with a disability whenever the student's parent requests a reevaluation, and when the School District determines the educational and related services needs (including improved academic achievement and functional performance) of the child warrant a reevaluation. However, a reevaluation must take place at least once every three (3) years, unless the student's parent and the School District agree it is unnecessary.

V. Parental Consent for Student Evaluations

Before conducting any type of evaluation, School District staff will take steps to obtain written informed consent from a student's parent, as required by applicable law and regulations. They also will keep a detailed record of those attempts and their results, including phone calls and correspondence, visits to the parent's home and any responses received.

1. If a parent refuses to give consent for an initial evaluation, or fails to respond to such a request, the parent will be given an opportunity to attend an informal conference and ask questions about the proposed evaluation. Unless the referral for evaluation is withdrawn, if the parent continues to withhold consent, the Board of Education may commence due process proceedings to conduct an initial evaluation without parental consent within the time lines established in Commissioner's regulations.
2. If a parent refuses to give consent for a reevaluation, or fails to respond to such a request, School District staff will proceed with the reevaluation without parental consent if it has engaged in documented reasonable efforts to obtain such consent and the parent has failed to respond. If the School District cannot document its efforts to obtain consent, the Board of Education may commence due process proceedings to conduct a reevaluation without parental consent.
3. If School District staff is unable to obtain consent for the initial evaluation or reevaluation of a home schooled or a parentally-placed nonpublic school student, the Board of Education will not commence due process proceedings to conduct the evaluation without parental consent, and will consider the student as not eligible for special education.

VI. Referral Process

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

PROGRAMS FOR STUDENTS WITH DISABILITIES UNDER THE IDEA AND NEW YORK EDUCATION LAW ARTICLE 89

Policy 5400

In conducting evaluations of students with disabilities, the School District will use a variety of assessment tools and strategies, including parent-provided information, to gather relevant functional, developmental, and academic information for determining a student's eligibility for special education and related services, and the content of the student's individualized education program or individualized education services program or services plan in the case of nonpublic school students with disabilities (including information related to enabling the student to be involved in and progress in the general education curriculum).

The School District also will assess a student in all areas of suspected disability, and the assessment and other evaluation used will not be discriminatory on a racial or cultural basis. In addition, students will be assessed in the language and form most likely to yield accurate information on what the student actually knows and can do academically, developmentally, and functionally, unless it is not feasible to do so.

In the case of students suspected of having a specific learning disability, the School District will follow the procedures established in the Commissioner's Regulations.

The School District will notify a student's parent of any determination that no additional data is needed and the reasons for such a determination. It will also inform the parent of his or her right to request an assessment, notwithstanding that determination.

VII. Eligibility Determination

The CSE or CSE subcommittee will determine whether a student is eligible for special education and related services under the IDEA and Article 89, as well as the student's educational needs.

The CSE or CSE subcommittee may not determine that a student is eligible for special education and related services if the determining factor is lack of appropriate instruction in the essential components of reading, including phonemic awareness, phonics, vocabulary development, reading fluency (including oral reading skills), and reading comprehension strategies; or lack of appropriate instruction in math; or limited English proficiency.

VIII. Committee on Special Education

The members of the CSE and CSE subcommittees will include those individuals identified in applicable law and regulations, and their attendance at CSE and CSE subcommittee meetings will be required except as otherwise provided in law and regulations.

The parent of a student with disabilities is one of the mandated CSE and CSE subcommittee members and, as such, has a right to participate in CSE and CSE subcommittee meetings concerning the identification, evaluation, educational placement, and the provision of a free appropriate public education to their child.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

PROGRAMS FOR STUDENTS WITH DISABILITIES UNDER THE IDEA AND NEW YORK EDUCATION LAW ARTICLE 89

Policy 5400

School District staff will take steps to promote the parent's participation, in accordance with the following:

1. CSE and CSE subcommittee meetings will be scheduled at a time and place that is mutually agreeable to the parent and the School District.
2. The parent will be given at least five (5) days' notice of the time and place of a CSE or CSE subcommittee meeting, except as otherwise provided in law and regulation, along with notice of the purpose of the meeting, those who will attend (including name and title), and the parent's right to be accompanied to the meeting by person(s) the parent considers to have knowledge and special expertise about their child.
3. The parent and the School District may agree to use alternative means of participation at CSE meetings, such as videoconferences or telephone conference calls.
4. School District staff will take steps to provide the parent with an understanding concerning the proceedings at CSE meetings, including arranging for an interpreter for deaf parents or parents whose native language is other than English.

The CSE or CSE subcommittee may meet without a student's parent only if the School District's staff have been unable to obtain either parent's participation, and has a record of its attempts to arrange a mutually agreed upon time and place. Similarly, the CSE or CSE subcommittee may make a decision without the involvement of the student's parent only if School District staff has been unable to obtain parental participation, even through the use of alternative means of participation, and has a record of its attempts to provide parental involvement.

IX. Parental Consent for the Provision of Services

The Board of Education acknowledges that parental consent for initial evaluation does not constitute consent for placement for the provision of special education and related services. Therefore, School District staff will take steps to obtain written informed consent for the initial provision of special education and related services to an eligible student. The Board of Education will be precluded by applicable law and regulations from commencing due process proceedings to override the parent's refusal to provide such consent or override the parent's failure to respond to such a request.

X. Independent Educational Evaluations (IEE)

The Board of Education recognizes the right of parents or guardians of a student who has or is thought to have a disability to receive an independent evaluation at public expense if they disagree with the evaluation obtained by the Committee on Special Education (CSE) or the

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Committee on Preschool Special Education (CPSE). A parent and/or guardian is entitled to only one such evaluation when in disagreement with an evaluation conducted by the School District.

The independent examination shall be conducted by a qualified examiner who is not employed by the School District responsible for the child's education. Upon request, a parent or guardian will be provided with a list of public and private agencies and professional resources where independent evaluations may be obtained. A parent and/or guardian may select professionals to conduct an independent evaluation from a list provided by the School District or may select others who meet the School District's criteria below. The School District may ask the parent and/or guardian the reason why he/she objects to the public evaluation. Whenever an IEE is at public expense, the School District will pay the reasonable costs associated with the evaluation. "Reasonable costs" are defined as not exceeding the evaluation costs of any university hospital within a fifty (50) mile radius of the School District. The parent/guardian will be provided with an opportunity to demonstrate that unique circumstances justify an Independent Educational Evaluation that does not fall within the above-stated criteria.

Parents or guardians should file a written request for an independent evaluation with the Director of Pupil Services. The School District has the right to initiate an impartial hearing to demonstrate that its evaluation is appropriate or that the evaluation obtained by the parent and/or guardian does not meet School District criteria. If the hearing officer determines that the School District's evaluation was appropriate, or the evaluation obtained by the parent and/or guardian did not meet School District criteria, the parent and/or guardian has the right to an independent educational evaluation at their own expense.

Any independent educational evaluation will be reviewed by the CSE/CPSE and will take into consideration in its decision the provision for an appropriate public education.

If a parent and/or guardian intends to seek funding for the cost of the evaluation, they must adhere to the following criteria:

- The qualifications of the evaluator(s) and the location of the evaluations shall be the same as the criteria which the School District uses when it initiates an evaluation;
- Psychologists must be licensed by the State of New York as a clinical psychologist or certified as school psychologists;
- The evaluation will be limited to the same geographic location (i.e., within a 50-mile radius of the School District);
- The tests performed must be norm-referenced for the age and educational level of the student, and measure the same cognitive, motor, and affective skills as School District tests; and
- The cost of an independent educational evaluation requested by an impartial hearing officer shall be at School District expense.

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XI. Declassification

The Board of Education recognizes that it may be appropriate to declassify some students with disabilities. A student may develop skills such that they no longer require the special program, support services or accommodations offered by an Individualized Education Program (IEP), Individualized Education Services Program or (IESP). The Committee on Special Education (CSE), the CSE Subcommittee or, the Committee on Preschool Special Education (CPSE), as applicable, is responsible for making this judgment, while adhering to the requirements of federal and state law and regulation.

It is the goal of the Board of Education to provide an opportunity for the student to succeed in the transition to the regular education program. In order to facilitate that success, the CSE/CPSE may offer educational and support services for a period of time, not to exceed one year.

XII. Re-evaluation

Prior to determining that a student is no longer eligible for special education services and should be placed in a full-time regular education program, the CSE, CSE subcommittee, or CPSE, as applicable, will conduct a declassification evaluation of the student in accordance with the process and procedures prescribed for the evaluation and reevaluation of students with disabilities, by applicable law and regulations. However, the CSE, CSE subcommittee, or CPSE members may determine after reviewing existing evaluation data that no additional information is needed to determine the student's continued eligibility for services.

When a determination is made that no additional data is needed for reviewing a student's continued eligibility for special education services, the CSE, CSE subcommittee, or CPSE Chairperson, as applicable, will notify the student's parents of that determination and the reasons for it, and of their right to nonetheless request an assessment. Unless the student's parents make such a request, the School District will not conduct any further assessments.

The School District will provide the student's parents with a copy of the reevaluation report and documentation regarding the eligibility determination.

XIII. Pre-School Special Education

The Board of Education recognizes the value of special education and its responsibility to provide all resident preschool children with disabilities with an opportunity to participate in special programs and services from which they may benefit. The Board of Education authorizes the Superintendent of Schools to establish administrative practices and procedures which shall include:

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1. locating and identifying all preschool children with disabilities pursuant to the relevant provisions of the Education Law. The register of children eligible to attend a preschool program is to be maintained and revised annually by the Committee on Preschool Special Education (CPSE);
2. ensuring that the parent(s)/guardian(s) of preschool age children with disabilities have received and understand the request for consent for evaluation of their child;
3. developing an individualized education program (IEP) for each preschool age child with a disability;
4. appointing and training appropriately qualified personnel including the members of a CPSE;
5. maintaining lists of impartial hearing officers and of State Education Department-approved special education programs within the county and adjoining counties in which the School District is located;
6. preparing and keeping on file summary reports of student data including the number of preschool students with disabilities served, as well students referred but not served and the reasons why they are not served; and
7. reporting to the State Education Department the data on preschool children with disabilities as required, on a form prescribed by the Commissioner. .

The duties described above will be carried out within the timeframes established by statute and regulation.

The Board of Education hereby establishes the CPSE as required under the Education Law. Its responsibilities will include the evaluation and recommendation for placement in appropriate approved programs and the provision of appropriate special education programs and services for each preschool child with a disability. The CPSE shall review, at least annually, the status of each preschool child with a disability.

It is ultimately the responsibility of the Board of Education to arrange for the appropriate approved preschool program and services for the School District children. Should the Board of Education disagree with the CPSE's recommendations, it shall send the recommendation back to the CPSE so that they may schedule a timely meeting to review the Board of Education's concerns and to revise the IEP as deemed appropriate.

Placement may be appealed by a parent/guardian to an impartial hearing officer, appointed by the Board of Education. Mediation shall be offered to such parents/guardians to resolve

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complaints regarding the education of preschool children with disabilities at the same time notice of the availability of an impartial hearing is provided.

The CPSE shall make quarterly reports on the status of each preschool child with a disability and report on the adequacy of preschool special education programs and services to the Board of Education.

The Superintendent of Schools or his/her designee will determine that the School District has made available adequate and appropriate space for programs and services for pre-school students with disabilities.

The Board of Education directs the Superintendent of Schools to develop and maintain a plan which incorporates information concerning the provision of services for preschool children with disabilities, pursuant to the Regulations of the Commissioner of Education.

XIV. Provision of Services

The Board of Education will arrange for appropriate special education and related services recommended by the CSE, CPSE, CSE or CPSE subcommittee within sixty (60) school days of the School District's receipt of parental consent to evaluate a student not previously identified as a student with a disability, or within sixty (60) school days of referral for review of a student with a disability, except as otherwise provided in law and regulations.

If the Board of Education disagrees with the recommendations of the CSE, the Board of Education will either return the recommendation to the original CSE for further consideration, or establish a second CSE to develop a new recommendation for the student within the time frames contained in law and regulation.

All staff and/or related service providers responsible for the implementation of a student's individual education program (IEP), Individual Education Services Program, will be provided with information regarding those responsibilities in addition to a paper or electronic copy of the IEP prior to the implementation of such IEP or shall be able to access such student's IEP electronically.

XV. Annual Review

The CSE/CPSE shall annually review the IEP or IESP of each student with a disability to determine:

1. The extent to which the student can benefit from participation in regular educational programs and services in the least restrictive environment;

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

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2. The extent to which credit toward a high school diploma can be granted through participation in special education programs; and
 3. The student's progress toward a high school diploma.

At each annual review of a student's IEP, the CSE shall consider the appropriateness of modifications, such as equipment modifications, modification of instructional techniques, and testing modifications.

Cross ref: Policy 5415 *et. seq.*

Ref: The Individuals with Disabilities Education Act (IDEA), 20 USC §§1400 *et seq.*;
Education Law Article 89, §§4401 *et seq.*

34 CFR Part 300 *et seq.*; 34 CFR §300.305; 34 CFR 300.503;
8 NYCRR Part 200; 8 NYCRR §§200.2(b)(4); 200.6 8 NYCRR §§200.1(u);
8 NYCRR 200.2(b)(8), 200.4(b)(4-6), (c)(3-4); 200.5(a)(l)(vi)(a); 200.5(b); 200.5(c)(6)
8 NYCRR §§100.1(q), (ooo)

Adoption Date: October 30, 2019

Revised: _____

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

CLASS SIZE

POLICY 6151

It is the intent of the Board of Education that, in general, an effort will be made not to exceed: (a) 25 students in Kindergarten through Grade 3 and (b) 30 students in Grades 4 through 6. It is a goal of the Board of Education to maintain small class sizes in relation to space and budgeting constraints. The Board of Education recognizes that the characteristics of the students in a grade may be considered in determining the number of students in a class. Any recommendation to adjust or change class size will be based on number of students and characteristics of the students.

A monthly, written, class size report will be made to the Board of Education. The Board of Education will be notified by the Superintendent of Schools or his/her designee when a class size is approaching the above stated enrollment figures.

Projection of class size (for the following school year)

Class size projections are an integral part of budget planning and are to be based on the most current information. The Superintendent of Schools will work closely with Building Principals to ensure that pupils being retained, as well as those children who will be moving, are factored into the projection. The Superintendent of Schools or his/her designee will keep the Board of Education informed as to the status of the student enrollment.

Adopted: July 1, 1969

Revised: January 21, 1993

Revised: January 24, 2002

Revised: June 12, 2019

Revised:

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

VIOLENT AND DISRUPTIVE INCIDENT REPORTING

Policy 6200

The Board of Education is committed to promoting and maintaining the safety of all students, staff and visitors to the schools. Consistent with this commitment and in accordance with state law and regulation, the School District shall submit an annual report to the Commissioner of Education regarding violent and disruptive incidents. In addition, the Board of Education shall use this data to assess the safety of its schools and, where appropriate, identify and take steps to improve the safety and security of its students, staff and visitors.

Reporting Requirement

Each Building Principal shall be responsible for preparing a report of all the violent and disruptive incidents ("VADIR") that have occurred on school grounds, at a school function, or at a school-sponsored event and forwarding the report to the Superintendent of Schools. The Superintendent of Schools or his/her designee shall be responsible for compiling the reports received from the Building Principals into the annual report and submitting the report to the Commissioner of Education. The summary report shall contain all the information required by law and shall be filed with the Commissioner of Education on or before a date set by the Commissioner of Education. The Superintendent of Schools shall also present this summary report to the Board of Education at its first meeting following the filing of the report with the Commissioner of Education.

The School District is responsible for assuring that copies of each VADIR report, both individual and summary reports, are retained until the youngest person involved in a reported incident is twenty-seven (27) years old.

Confidentiality

Any violent or disruptive incident report prepared in accordance with law shall be available for inspection by the State Education Department upon request. All names and other personally identifiable information included in any report shall be confidential and shall not be disclosed to any person for use by any person for purposes other than the reporting purposes in Education Law §2802, except as otherwise authorized by law.

Cross-ref: 5130 Student Records
5131 Code of Conduct

Ref: Education Law §2802
8 NYCRR §100.2(gg)
8 NYCRR §185.15 (Appendix L) (Retention and Disposition Schedule LGS-1 for New York Local Government Records)

Adoption Date: February 24, 2021

Revised:

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

BUILDINGS AND GROUNDS MAINTENANCE AND INSPECTION

Policy 7100

To accommodate the School District's educational program, the Board of Education is committed to providing suitable and adequate facilities. To this end, proper maintenance and inspection procedures are essential. The Board of Education directs the Superintendent of Schools to ensure that proper maintenance and inspection procedures are developed for every school building.

Consistent with federal and state law and regulations, the following items will be included in the School District's buildings and grounds maintenance and inspection procedures:

Comprehensive Maintenance Plan

A comprehensive maintenance plan for all major building systems will be instituted to ensure each occupied ~~the~~ building is maintained in a state of good repair. Such plan will include provisions for a least toxic approach to integrated pest management and establish maintenance procedures and guidelines which will contribute to acceptable indoor air quality. The plan shall be available for public inspection.

Procedures will also be established which address the safety of building occupants during maintenance activities including standards for exiting, ventilation, asbestos and lead protocols, noise abatement and control of chemical fumes, gases and other contaminants.

The School District will follow the guidelines established by the Commissioner of General Services for the use and purchase of environmentally-sensitive cleaning and maintenance products. All school personnel shall be notified by the availability of such guidelines.

Building Condition Surveys

Each occupied School District building will be assessed every five (5) years by a building condition survey. This survey will be conducted by a team that includes at least one licensed architect or engineer and will include a list of all program spaces and inspection of building system components for evidence of movement, deterioration, structural failure, probable useful life, need for repair and maintenance and need for replacement. Building condition survey reports will be submitted to the Commissioner by January 15th of every fifth year after the filing of the last survey.

Each year the Superintendent of Schools or his/her designee will report to the Board of Education on the progress of the projects listed in the Building Condition Survey.

Visual Inspections

A visual inspection of building system components in each occupied District building will take place when required by the State or Commissioner of Education. The inspection will be conducted by a team including a local code enforcement official, the Facilities Director or his/her designee and a member of the Health and Safety Committee. The inspection report will be made available to the public.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

BUILDINGS AND GROUNDS MAINTENANCE AND INSPECTION

Policy 7100

[A corrective action plan will be developed by a licensed architect or engineer if a deficiency exists in the building.](#)

Fire Safety Inspections

An annual inspection for fire and safety hazards will be conducted in accordance with a schedule established by the Commissioner of Education. The inspection will be conducted by a qualified fire inspector and the report will be kept in the School District [Business](#) -office. Any violation of the State Uniform Fire Prevention and Building Code shall be corrected immediately or within a time frame approved by the Commissioner of Education.

Safety Rating System

A safety rating keyed to the structural integrity and overall safety of each occupied school building will be provided on an annual basis in consultation with the Health and Safety Committee. Safety ratings will be based on the safety rating system developed by the Commissioner and will comply with all statutory and regulatory requirements.

Building Principals shall, on an on-going basis, undertake their own inspections of school buildings and grounds, searching for any dangerous or hazardous conditions and take immediate steps to remedy the problem.

Cross-ref: [Policy 7200 Pesticides and Pest Management](#)
[Policy 7300 Reporting of Hazards](#)

Ref: 29 CFR §§ 1910 et seq.
40 CFR Part 763
Education Law §§409-d; 409-e; 409-I; §807-a
Labor Law §§875-883
Public Health Law §§4800-4808
Environmental Conservation Law §33-0725
6 NYCRR Part 325
8 NYCRR §§155.1; 155.4; 155.8
9 NYCRR Parts 600-1250
12 NYCRR Part 56

Adoption date: January 22, 2020

Revised:

The Board of Education is committed to maintaining the integrity of school buildings and grounds while protecting the health and safety of students and staff, and maintaining a productive learning environment.

The Board of Education recognizes that pests can pose a significant risk to health and property and there may be significant risks inherent in using chemical pesticides in the school environment. Generally, pesticides will not be used on School District playgrounds, turf, athletic or playing fields and the School District will not purchase anything that contains or is treated with pesticides, unless there is an emergency. Emergencies will be handled in accordance with applicable law and regulation.

Provisions will be made for the least toxic approach to an integrated pest management (IPM) program for all school buildings and grounds in accordance with the Commissioner's regulations. Integrated pest management is a systematic approach to managing pests focusing on long-term prevention or suppression with minimal impact on human health, the environment and non-targeted organisms.

Notification of Pesticide Application

All School District staff and parents/guardians will be notified of pesticide applications performed at any school facility. A notice will be sent at the beginning of the school year which will include:

1. Notification of periodic pesticide applications throughout school year.
2. The availability of forty-eight (48) hour prior written notification of pesticide applications to parents and staff who request such notice.
3. Instructions on how to register with the school to receive this prior written notification.
4. The name and number of the school representative who can provide further information.

A separate notice will be sent to staff and parents/guardians within two (2) days of the end of winter and spring recess and within ten (10) days of the end of the school year, which includes the date, location and product used for each pesticide application which required prior notification and each emergency application.

Integrated Pest Management Program

Definitions:

"Pest" shall mean (a) any insect, rodent, nematode, fungus, weed or (b) any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria or other micro-organisms on or in living man or other animals) which interfere with the purposes set forth herein.

“Integrated pest management” (“IPM”) shall mean the coordinated use of pest and environmental information with available pest control methods to prevent unacceptable levels of pest damage by the most economical means, with the least possible hazard to people, property and the environment.

Strategies for managing pest population will be influenced by whether pest species pose a threat to people, property or the environment. Pests will be managed to:

- Prevent loss of school structure or property;
- Prevent outbreaks of the pest from spreading to forests, trees, other plant communities or animal populations outside the school district’s facilities;
- Conserve threatened, endangered or unique plant specimens or communities;
- Manage a human health hazard as defined by the Center for Disease Control and the New York State Department of Health or to protect against a significant threat to public safety.

IPM will be used to determine when to control pests and whether to use mechanical, physical, or biological means. A regular system of monitoring for pests and recordkeeping for each inspection, trapping or treatment shall be maintained. Recommendations for site and sanitation improvements for future prevention shall be made.

The School District’s policy is not to use pesticides. Only alternatives to pesticides, including no action, will be utilized. The following are the only methods of pesticide application to be used:

- Anti-microbial products;
- Non-volatile rodenticides in tamper resistant bait stations in areas inaccessible to children;
- Non-volatile insecticidal baits in tamper resistant bait stations in areas inaccessible to children;
- Silica gels and other non-volatile ready-to-use-pastes, foams or gels in areas in accessible to children;
- Boric acid and disodium octaborate tetrahydrate;
- The application of EPA designated biopesticides;
- The application of EPA designated exempt materials under 40 CFR 152.25;
- The use of aerosol products with a direct spray in containers of 18 fluid ounces or less when used to protect individuals from an imminent threat from stinging and biting insects including venomous spiders, bees, wasps and hornets.

Written records will be made and retained on all pre-inspections, control measures and post-inspections. The Superintendent of Schools or his/her designee will be responsible for implementation and operation of the IPM program, including training materials and pest management procedures for all School District maintenance/facilities personnel. Procedures will be put in place and carried out by all users of buildings to prevent infestation of pests. No person

shall purchase or use any pesticide without approval of the Superintendent of Schools or his/her designee.

In the event the School District contracts with a pest control contractor for the application of authorized pesticide applications authorized hereunder, the School District shall require that the pest control contractor employ a staff entomologist.

The within policy will be disseminated to staff, students and the community [via the School District website](#).

Cross-ref: [7100-Building and Grounds Maintenance and Inspections](#)

Ref: Environmental Conservation Law, Art.33
 Education Law §§ 409-h; 409-k
 6 NYCRR Part 325; 8 NYCRR [§§ 155.24., 155.4](#)

Adoption date: February 26, 2020

Revised:

The Board of Education recognizes its responsibility to provide an environment which is reasonably secure from known hazards. The Board of Education therefore directs the Superintendent of Schools and all staff members to comply with occupational safety and health regulations, including the Hazard Communication Standard and "Right to Know" legislation.

The Superintendent of Schools or his/her designee will direct appropriate personnel to develop and oversee a written hazard communication program. Such program will include the following:

1. the acquisition, maintenance and review of Material Safety Data Sheets (MSDS's) for all known hazardous materials on School District property;
2. the compilation of a hazardous materials inventory;
3. employee training in hazardous materials management and protection;
4. the recording of all incidents involving exposure to known hazardous materials. Records of employees who have been exposed to substances with enforceable exposure standards shall be kept for forty (40) years;
5. the publicizing of "how to report hazards and/or incidents" to school authorities; and
6. timely removal of hazardous materials from School District property when required.

The School District will comply with the requirements for the visual notification of pesticide spraying as set forth in the Environmental Conservation Law.

It is the responsibility of all employees, students and community residents to report to the building's main office any hazardous condition(s), material, equipment or incident which poses a threat to the health and safety of persons on school property.

Designated administrators will provide notice of hazardous materials to current and former employees within seventy-two (72) hours of a request.

Cross-ref: [7100-Buildings and Grounds Maintenance and Inspection](#)

Ref: 29 CFR § 1910.1200 and 12 NYCRR Part 800 (Hazard Communication Standard)
 40 CFR § 763.95
 Public Health Law, Article 48 and Labor Law, Article 28 ("Right to Know" Law)
 Environmental Conservation Law § 33 0101
 12 NYCRR § 801.3

Adoption date: February 26, 2020

Revised:

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

**IDLING OF SCHOOL DISTRICT BUSES AND
PRIVATE VEHICLES ON SCHOOL DISTRICT GROUNDS**

POLICY 7400

All School District owned and School District hired school buses shall turn off their engines when students are loading or discharging, or awaiting loading or discharging, at all schools within the School District or at any school or other location to which School District students are transported.

No bus shall idle at any location except in compliance with applicable laws that limit idling. Allowing vehicles to idle (i.e., stopped with the engine running) produces unnecessary exhaust gas, which contains harmful chemicals and pollutants. In addition to negatively impacting the environment, these substances can cause cancer and other health problems, especially in children. Idling vehicles is not necessary to properly run or maintain vehicles, and in fact increases engine wear and wastes fuel.

Recognizing these factors, the Board of Education shall take steps to reduce the idling of school buses and other school vehicles. In compliance with Education Law § 3637 and Commissioner's Regulations § 156.3(h), this policy shall govern the idling of school buses and all other school vehicles, whether owned, leased, or contracted for by the School District.

Unless otherwise provided by State, federal, or local law, anyone operating a school bus or other school vehicle must turn off the engine (no idling) in the following instances:

- a. while waiting for passengers to load and unload on school grounds;
- b. when the vehicle is parked or standing on school grounds, or in front of or adjacent to any school; or
- c. during sporting and other school events.

However, idling may be permitted under the following conditions:

- a. when necessary for mechanical work, or to keep the windshield clear of ice;
- b. when necessary to maintain an appropriate temperature for passenger comfort (if auxiliary heaters are not available); or
- a.c. when necessary during emergency evacuations and/or where necessary to operate wheelchair lifts.

Exemptions:

- a. The heavy duty vehicle is forced to remain motionless during traffic conditions over which the driver has no control such as an official traffic control device or signal, at the direction of a police officer or school official.
- b. The diesel or non diesel engine is being used to provide power for an auxiliary purpose such as wheelchair lifts, safety equipment, loading or discharging.
- c. To operate a heater or air conditioner to maintain a specific temperature for student comfort.
- d. Performing maintenance, repair or inspection functions of a heavy duty vehicle.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

**IDLING OF SCHOOL DISTRICT BUSES AND
PRIVATE VEHICLES ON SCHOOL DISTRICT GROUNDS**

POLICY 7400

Bus Loading and Unloading Practices

When possible, drivers must:

- a. Instruct students to board the bus promptly in the afternoon to reduce loading time;
- b. Park diagonally to minimize exhaust from the bus from entering adjacent buses or school buildings;
- c. Turn off the bus engine during sporting or other events.

Contracts for Student Transportation

If the School District contracts with private vendors for student transportation services, any such contract entered into on or after August 21, 2008 shall include a provision requiring compliance by the vendor with the state's bus idling laws and regulations and this policy.

Privately-Owned Vehicles

All privately-owned passenger vehicles, including cars, minivans, pick-up trucks, and SUV's, shall not idle while on school property.

~~This policy does not apply when buses are transporting students on a bus route.~~Monitoring and Review

The [Superintendent, Business Official, Transportation Supervisor] shall be responsible for monitoring compliance with the requirements of law and regulations summarized in this policy. The Board shall receive a periodic report on the School District's compliance with this policy.

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Notice Requirements

The School District shall annually provide notice of these requirements to all school personnel on the School District's website and at the District Business Office within five (5) school days after the start of the school year ~~post this policy on the School District's website and at the District Business Office~~ as well as post "no-idling" signs at each school building. In addition, the School District shall provide notice of these requirements in the format prescribed and provided by the Commissioner to new school personnel within five (5) school days of their beginning employment in the School District.

Cross-ref: 5500 Student Transportation Services

Ref: Vehicle and Traffic Law § 142
Education Law § 3637
6 NYCRR 217-3
8 NYCRR 156.3(h)

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

**IDLING OF SCHOOL DISTRICT BUSES AND
PRIVATE VEHICLES ON SCHOOL DISTRICT GROUNDS**

POLICY 7400

[Nassau County, NY Ord. 95-2006](#)

Adoption Date: February 26, 2020

Revised:

USE OF SURVEILLANCE CAMERAS ON
SCHOOL DISTRICT PROPERTY

Policy 7500

The Board of Education recognizes its responsibility to promote, foster, and ensure the safety of its students, staff, visitors, facilities, and property and ensure a safe and effective learning environment. While the Board of Education recognizes the importance of privacy, after having carefully considered and balanced the rights of privacy with its duty to promote discipline, health, welfare, and safety of staff, students, and the general public, the Board of Education supports the use of surveillance cameras in or on School District property, including facilities, school buses, and/or School District grounds. These surveillance cameras will assist in maintaining the overall safety and welfare of School District students, staff, property, and visitors, as well as to deter theft, violence, and other criminal activities.

Surveillance cameras will only be placed in public or common areas, such as stairwells, hallways, cafeterias, parking lots, or playgrounds, and not in private areas such as locker rooms, bathrooms, or other areas in which individuals have a reasonable expectation of privacy. **Audio recordings shall not be utilized by School District officials**; however, this prohibition may not preclude the use of audio recordings by law enforcement officials in accordance with their official duties and/or as otherwise authorized by law.

Disciplinary Proceedings

Video recordings or footage from School District surveillance cameras may be used in student disciplinary proceedings.

Signage/Notification

The School District will place signage at entrances to its campuses or at major entrances into buildings notifying students, staff, and visitors of the use of surveillance cameras. Students and staff will also receive additional notification, as deemed appropriate by the Superintendent of Schools or his/her designee, regarding the use of its surveillance cameras through means such as publication in the School District's calendar, on the School District's website and in such other publications as determined by the Superintendent of Schools or his/her designee.

Maintenance of Video Recordings

Any video surveillance recording (tape, CD, or digital) in School District buildings, on school buses, or on School District property will be the sole property of the School District and stored in its original form and in a secure location to avoid tampering and also to maintain its confidentiality in accordance with relevant law and regulations. The Superintendent or his/her designee shall be the custodian of such recordings.

Requests to view a video recording must be made in writing to the Superintendent or his/her designee. If the request is granted, viewing shall occur in the presence of the School District's custodian of the recording. Under no circumstances will the video be duplicated and/or removed from School District premises, unless in accordance with a court order and/or subpoena or as otherwise required by law.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

USE OF SURVEILLANCE CAMERAS ON SCHOOL DISTRICT PROPERTY

Policy 7500

In addition, to the extent that any video images create student or personnel records, the School District will comply with all applicable State and Federal laws related to record retention, record maintenance, and record disclosure, including the Family Educational Rights and Privacy Act (FERPA). [The Superintendent is authorized to develop such regulations and procedures as may be necessary to implement this policy.](#)

Ref: 20 U.S.C. §1232g (Family Educational Rights and Privacy Act)
Arts & Cultural Affairs Law Art. 57-A
Public Officers Law §87
[8 NYCRR § 185.15 \(Appendix L\), Retention and Disposition Schedule LGS-1 for New York Local Government Records](#)~~Records Retention & Disposition Schedules for Use by School Districts, Schedule ED-1~~

Adoption date: January 22, 2020

Revised:

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

GENDER NEUTRAL BATHROOMS

Policy 7600

The School District hereby designates all ~~single-~~occupancy restrooms located in its school buildings as gender neutral. Such gender-neutral restrooms shall be clearly designed with signage on or near the entry door of each facility. Signs for such restrooms will indicate that the restroom is open to individuals of all genders.

A “single-occupancy bathroom” is as defined in Public Buildings Law § 145(d) as “a bathroom intended for use by no more than one occupant at a time or for family or assisted use and which has a door for entry into and egress from the bathroom that may be locked by the occupant to ensure privacy.”

The Superintendent of Schools or designee is directed to post appropriate signage to implement this policy consistent with applicable laws. Handbooks, directional signs, memos, safety plans, and maps will also be updated as necessary.

Ref: __ Civil Rights Law section 79-p
Education Law § 409-m
Public Buildings Law § 145(d)
Building Code of New York State §§ 1111; 2902.4

Adoption Date: November 17, 2021

Revised:

**CONTRACT FOR HEALTH SERVICES
ROCKVILLE CENTRE UNION FREE SCHOOL DISTRICT
128 SHEPHERD STREET
ROCKVILLE CENTRE, NY 11570**

THIS AGREEMENT made this February 2, 2023 between Valley Stream #24 Union Free School District (Party of the First Part) and the Rockville Centre Union Free School District, (Party of the Second Part).

WITNESSED, that the Parties hereto hereby mutually agree as follows:

1. That the Party of the Second Part agrees to provide the following health services to **10** children verified, residing in the **Valley Stream #24 UFSD** and attending Rockville Centre Schools at the rate of **\$1,702.57** per child during the school year 2022 - 2023, to include:
 - Medical Services
 - School Psychological Services
2. The cost of supplies and equipment for the above services (such as health card forms, first aid supplies, scales and vision and hearing testing devices) shall be included in the rate per child specified above.
3. No teaching service shall be included under this contract.
3. The Party of the First Part hereby agrees to pay the Party of the Second Part the sum of **\$17,025.70** for health services as stated above.

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

Approved: _____
Superintendent
Residing School District

President, Board of Education
Residing School District

Approved: _____
Superintendent
Rockville Centre UFSD

District Clerk
Residing School District

Kelly Barry
President Board of Education
Rockville Centre UFSD

Margaret Albani
District Clerk
Rockville Centre UFSD

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this **7th day of February, 2023** by and between the Board of Education of the **VALLEY STREAM UFSD #24** (hereinafter “**VALLEY STREAM UFSD #24**”), having its principal place of business for the purpose of this Agreement at, **75 Horton Avenue, Valley Stream, NY 11581** and the Board of Education of the **MALVERNE UFSD** (hereinafter “**MALVERNE**”), having its principal place of business for the purpose of this Agreement at 301 Wicks Avenue, Malverne, New York 11565.

WITNESSETH

WHEREAS, **VALLEY STREAM UFSD #24** is authorized pursuant to Section 912 of the Education Law, to enter into a contract with **MALVERNE** for the purpose of having **MALVERNE** provide health and welfare services to children residing in **VALLEY STREAM UFSD #24** and attending a non-public school located in **MALVERNE**.

WHEREAS, certain students who are residents of the **VALLEY STREAM UFSD #24** attending non-public schools located in **MALVERNE**,

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

1. The term of this Agreement shall be from **July 1, 2022 through June 30, 2023** inclusive.
2. **MALVERNE** warrants that the health and welfare services will be provided by licensed health care providers. **MALVERNE** further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. **MALVERNE** further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student’s IEP, if applicable. **MALVERNE** shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. **MALVERNE** understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by **MALVERNE** shall be consistent with the services available to students attending public schools within **MALVERNE**; and may include, but are not limited to:
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,

- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

- 5. In exchange for the provision of health and welfare services pursuant to this Agreement, **VALLEY STREAM UFSD #24** agrees to pay MALVERNE the sum of **\$624.16 per eligible pupil** for the **2022-2023** school year.
- 6. **VALLEY STREAM UFSD #24** shall pay MALVERNE within thirty (30) days of **VALLEY STREAM UFSD #24's** receipt of a detailed written invoice from MALVERNE. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
- 7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, MALVERNE shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by **VALLEY STREAM UFSD #24** shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, MALVERNE shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by **VALLEY STREAM UFSD #24** shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 9. MALVERNE shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 10. Both parties agree to provide the State access to all relevant records which the State requires to determine either **VALLEY STREAM UFSD #24's** or MALVERNE's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
- 11. Both parties to this Agreement understand that they may receive and or come into contact with protected health information as defined by the Health Insurance Portability and

Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

**Board of Education
Malverne UFSD
301 Wicks Lane
Malverne, NY 11565**

**Board of Education
Valley Stream UFSD #24
75 Horton Avenue
Valley Stream, NY 11581**

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. 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 provisions(s) eliminated.
18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior of contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Board of Education of the **VALLEY STREAM UFSD #24** (district of residence).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

MALVERNE UFSD

VALLEY STREAM UFSD #24



President, Board of Education

President, Board of Education

Josephine Bobbitta
Print Name

Print Name

2/7/2023
Date

Date

Valley Stream Union Free School District 24
CALENDAR FOR STUDENT ATTENDANCE 2023-2024

JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7		1	2	3	4					1	2	3	4	5	6
10	11	12	13	14	7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
17	18	19	20	21	14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
24	25	26	27	28	21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
31					28	29	30	31		25	26	27	28	29	30	31			

NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3					1	1	2	3	4	5				1	2
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12	5	6	7	8	9
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19	12	13	14	15	16
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26	19	20	21	22	23
27	28	29	30		25	26	27	28	29	29	30	31			26	27	28	29	

MARCH					APRIL					MAY					JUNE				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1	1	2	3	4	5			1	2	3	3	4	5	6	7
4	5	6	7	8	8	9	10	11	12	6	7	8	9	10	10	11	12	13	14
11	12	13	14	15	15	16	17	18	19	13	14	15	16	17	17	18	19	20	21
18	19	20	21	22	22	23	24	25	26	20	21	22	23	24	24	25	26		
25	26	27	28	29	29	30				27	28	29	30	31					

2023-24 Days of Instruction			2023-24	
Month	T	S		
August	1	0	July 4	Independence Day
September	19	19	August 31	Supt.'s Conference Day
October	21	21	September 1	School Opens
November	19	18	September 4	Labor Day
December	16	16	September 25	Yom Kippur
January	21	21	October 9	Columbus Day
February	16	16	November 7	Supt.'s Conference Day
March	20	20	November 10	Veteran's Day
April	13	13	November 23-24	Thanksgiving Recess
May	22	22	December 25-January 1	Holiday Recess
June	16	16	January 2	School Reopens
	184	182	January 15	Martin Luther King Day
			February 19-23	Winter Recess
			March 29-April 1	Easter Recess
			April 10	Eid-al-Fitr
			April 22-30	Spring Recess
			May 27	Memorial Day
			June 17	Eid-al-Adha
			June 19	Juneteenth
			June 26	Last Day of School

Notwithstanding any policy, past practice or calendar notation to the contrary, in the event it becomes necessary to add days in order to ensure a 180 day work year, such days shall be added during the non-legal holidays of the Spring recess period and such other non-legal holidays as are necessary to ensure the work year as set forth above. Such days shall be specifically delineated in advance and set forth in the school calendar and shall be added to the work year beginning with the latest day thereof.

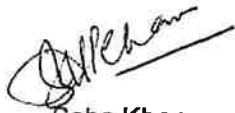
Feb 16, 2023

Dear Ms. Gaddy,

Please accept this letter as my formal notice of resignation from William L Buck, my last day will be Feb 17, 2023.

Thank You very much for the opportunity to work here.

Sincerely,



Saba Khan

March 9, 2023

Board of Education Trustees
Valley Stream Union Free School District # 24
75 Horton Avenue
Valley Stream, NY 11581

To Board of Education Trustees,

I regret to inform you that I will be resigning from my position effective 3/15/2023 due to unforeseen circumstances. I really appreciate the time spent working alongside the District and Board of Education. The service that they provide is a selfless one and they are a great asset to the community. Thank you again for all that you do and I wish the Board of Education much success always.

Best,

A handwritten signature in black ink, appearing to read "Elizabeth Fleurimond". The signature is written in a cursive, flowing style.

Elizabeth Fleurimond

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

This Agreement is entered into this 27th day of February, 2023 by and between the Board of Education of the Valley Stream Union Free School District 24 (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581, and NYSARC, Inc. NYC Chapter d/b/a AHRC New York City (hereinafter the "SCHOOL"), having its principal place of business for the purpose of this Agreement at 83 Maiden Lane, New York, NY 10038.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

The term of this Agreement shall be from March 1, 2023 through June 30, 2023 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
 - Instructional Services;
 - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
2. The SCHOOL shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.

4. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon the execution of this Agreement, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
10. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.

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

19. Insurance:

- a. The SCHOOL, at its sole expense, shall procure and maintain the following insurance policies, including the Board of Education, employees and volunteers, as additional insured, as follows:

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate

Automobile Liability

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

Workers' Compensation

Statutory Workers' compensation and employers' liability insurance for all employees

Professional liability insurance

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

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

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

C. COMPENSATION:

1. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education.
2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which

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

3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS:

1. Termination:

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

2. Independent Contractor:

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

3. Defense / Indemnification:

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

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

To District: Director of Pupil Services
Valley Stream UFSD 24
50 Hungry Harbor Road
Valley Stream, New York 11581

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


5. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
6. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain

in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

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

AHRC NEW YORK CITY

VALLEY STREAM UFSD 24


By: Amy West, CEO

By: John Maier, President, Board of Education

**AGREEMENT
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of February 27th, 2023, by and between the **Valley Stream Union Free School District #24** (“District”) and **NYSARC, Inc. NYC Chapter d/b/a AHRC New York City** (“Contractor”).

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

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

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

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

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

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

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

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

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

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

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

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


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

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

DISTRICT

CONTRACTOR

BY: _____

BY: 

Amy West
EVP BCPE

DATE: _____

DATE: 3/8/2023

Parents' Bill of Rights for Data Privacy and Security

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

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

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: *All Contractors are required to fill out the attached BAA.*

(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*)) Electronic data will be stored on AHRC file servers which is physically secured by access card entry and only accessible by IT personnel. Additionally, the data center is protected by multiple firewalls; endpoint security and data encryption.

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 -Agency requires password and, where applicable, two-factor authentication to access all data systems
- Administrative procedures -Agency has policies and procedures in place as well as employee training for expected behaviors
- Encryption while PII is in motion and at rest -Agency has encryption technology for data in motion (Mimecast) and data at rest (MS SQL DB encryption)
- a. Firewalls -Agency uses a layered defense in dept approach; perimeter firewalls (Managed Firewall service provided by WindStream), data center firewalls (Fortinet); endpoint protections (CrowdStrike and Rapid7)

□

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: AHRC has implemented a combination of; Policies and Procedures; Data Security Technologies; Privacy Policies; Annual mandatory staff training; periodic online cybersecurity trainings and alerts; Compliance program
- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information: As a Covered Entity AHRC is subject to all HIPAA regulations. As such, AHRC has implemented a combination of; Policies and Procedures; Facility Access Controls; Data and Identity Security Technologies; Privacy Policies; Annual mandatory staff training; periodic online cybersecurity trainings and alerts; Compliance program
- (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: AHRC New York City – Data Privacy and Security Plan Agreement 2023.
- (iv) Contractor's employees and any assignees with access to student data, or teacher or principal data have received or will receive training on relevant confidentiality laws, before receiving access to such data, as follows.
- (v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows: Subcontractors will be bound by privacy and security requirements as promulgated in the AHRC BAA.
- (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: : AHRC will activate it's Computer Security Incident Response Plan and will notify the school district of any breaches in a timely manner

- (vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows: Ultimately electronic data can be deleted from our systems however this would be at the operational discretion of the Education dept per our retention policy.

**NASSAU BOCES DEPARTMENT OF REGIONAL SCHOOLS AND
INSTRUCTIONAL PROGRAMS
REGIONAL SUMMER SCHOOL PROGRAM**

AGREEMENT made this _____ day of _____, 2023 by and between the Board of Cooperative Educational Services of Nassau County, hereinafter known as “Nassau BOCES”, whose principal place of business is 71 Clinton Road, P.O. Box 9195, Garden City, New York 11530, and the Valley Stream 24 Union Free School District, hereinafter known as the “District”, whose administrative office is located at 75 Horton Ave, Valley Stream, NY 11581.

WITNESSETH:

WHEREAS, the District desires to have a Regional Summer School Program, hereinafter known as the “Program” for students at the designated school(s) in the District. The designated school(s) and associated costs of the Program appear in the attached matrix in Appendix A; and

WHEREAS, the Nassau BOCES is duly certified and qualified under the laws of the State of New York and Regulations of the New York State Commissioner of Education to provide and assume full responsibility for the Program through its Department of Regional Schools and Instructional Programs; and

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

- A. The term of the within agreement shall be for the period commencing on or about July 1, 2023 and terminating on or about August 31, 2023.
- B. The Nassau BOCES shall assume responsibility for the Program as follows:
 - 1. The Program shall be offered by the Nassau BOCES for the summer of 2023, commencing on or about July 1, 2023 and ending on or about August 31, 2023, unless otherwise terminated as provided for in the Agreement. The Program shall be offered as a directly sponsored Nassau BOCES program under the auspices of the Board of Cooperative Educational Services of Nassau County as a program component of the Nassau BOCES Department of Regional Schools and Instructional Programs. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party.
 - 2. The Program shall be available to students of the district and other Nassau BOCES component districts.
 - 3. All teaching and supervisory staff persons who are assigned to the Program shall be employees of the Nassau BOCES. As such, staff persons must submit applications and required documentation, including certification (individuals must have a valid teaching certificate) as potential new hires of the Nassau BOCES.



4. In the April preceding the commencement of the Program, Nassau BOCES shall provide the District with a list of all teaching and supervisory staff hired for the previous summer school session to indicate those who are eligible to be rehired for the upcoming summer. Final hiring and retention decisions shall be at the discretion of the Nassau BOCES but subject to the provision of Educational Law 3014-a.
5. As a condition of employment, all Nassau BOCES employees must complete the Nassau BOCES fingerprinting process so that the Nassau BOCES may obtain a criminal background check. In addition, the prospective employee must complete a Nassau BOCES application form that will require, among other information, character references that the Nassau BOCES may verify. Any charge for such fingerprinting or background check shall be borne by the prospective employee, or by the District, at its discretion.
6. All professional staff and supervisors who are assigned to the Program shall report to, and be supervised by, Nassau BOCES administrators.
7. Periodically, Nassau BOCES administrators may conduct classroom visits/observations and shall provide copies of any written notes to teachers. These visits may occur in person or remotely.
8. Program curriculum shall comply with any applicable New York State Education Department (SED) requirements.
9. The Nassau BOCES shall advertise the Program held at the District location as a Nassau BOCES program. Pertinent class information shall appear on the Nassau BOCES website, www.nassauboces.org, as well as through other means.
10. The Nassau BOCES shall conduct classes with a managed open enrollment policy so that students may enroll at specified times during the school year as long as such registration does not disrupt the District's provision of instruction to its students during the school day and, in no event, shall occur at the District schools between the hours of 8:00 AM and 3:00 PM. The continued operation of classes by the Nassau BOCES is contingent upon adequate class enrollment to be determined at the sole discretion of the Nassau BOCES.
11. To the fullest extent permitted by law, the Nassau BOCES agrees to indemnify and hold harmless the District, its board members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses, costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and disbursements arising from any claims, dispute or causes of action of whatever nature arising, in whole or in part, from the negligence or intentional misconduct of the Nassau BOCES respecting the performance of the services to be provided by the Nassau BOCES pursuant to the terms of the within Agreement, or the action of, or the failure to act by the Nassau BOCES, its representatives or employees or anyone for whose acts the Nassau BOCES may be liable. In the event that any legal proceeding is instituted or

any claim or demand with respect to the foregoing is asserted by any person with respect to any indemnification which may be sought from the Nassau BOCES pursuant to the provisions of this paragraph, the District shall promptly notify the Nassau BOCES of the suit, claim or demand and give the Nassau BOCES an opportunity to defend and settle same without any cost to the District and will extend reasonable cooperation to the Nassau BOCES in connection with the defense, which shall be at the expense of the Nassau BOCES. In the event that the Nassau BOCES fails to defend the same within 30 calendar days of receipt of the notice, the District shall be entitled to assume the defense thereof, and the Nassau BOCES shall be liable to repay the District for all its expenses reasonably incurred in connection with the defense, including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments. All provisions of this Paragraph shall survive the expiration or sooner termination of this Agreement.

12. The Nassau BOCES, including its employees and agents, shall comply with all applicable Federal, State and local statutes, rules and regulations.
13. The Nassau BOCES, including its employees and agents, shall adhere to all applicable procedures, policies, rules and regulations of SED and the District.
14. The Nassau BOCES is retained by the District only for the purposes and to the extent set forth in this Agreement. The Nassau BOCES' relationship to the District is solely that of an independent contractor during the term of the within Agreement. All employees of the Program shall be deemed employees of the Nassau BOCES for all purposes, and the Nassau BOCES alone shall be responsible for their work, personal conduct, direction, compensation and for payment of all employment and other taxes in relation thereto. The Nassau BOCES acknowledges that it shall not hold itself, its officers, employees and/or agents out as employees of the District. The Nassau BOCES shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the Nassau BOCES shall be solely responsible for the payment of Federal and New York State income taxes applicable to this Agreement.

C. The District agrees to the following:

1. Classes shall be held at the designated school(s). Classes shall be scheduled according to the attached matrix.
2. The District shall assist with the publicity and outreach of the programs by distributing information about the Program to guidance counselors, students and other interested groups or individuals.
3. The District's building administrator(s) shall cooperate with the Nassau BOCES liaison assigned to the District with regard to the Nassau BOCES classes which take place therein.
4. The District shall contact registered students in the District and the Nassau BOCES

shall contact registered students from other districts, who are on the waiting list developed and/or agreed to by the parties, to arrive at pre-scheduled registration in accordance with the Program's intake and assessment policies.

5. To the fullest extent permitted by law, the District agrees to indemnify and hold harmless the Nassau BOCES, its board members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses, costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and disbursements arising from any claims, dispute or causes of action of whatever nature arising, in whole or in part, from the negligence or intentional misconduct of the District respecting the performance of the services to be provided by the District pursuant to the terms of the within Agreement, or the action of, or the failure to act by the District, the District's representatives or employees or anyone for whose acts the District may be liable. In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person with respect to indemnification, which may be sought from the District pursuant to the provisions of this paragraph, the Nassau BOCES shall promptly notify the District of the suit, claim or demand and give the District an opportunity to defend and settle same without any cost to the Nassau BOCES and shall extend reasonable cooperation to the District in connection with the defense, which shall be at the expense of the District. In the event that the District fails to defend the same within 30 calendar days of receipt of the notice, the Nassau BOCES shall be entitled to assume the defense thereof, and the District shall be liable to repay the Nassau BOCES for all its expenses reasonably incurred in connection with the defense, including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments. All provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.
6. The District shall provide all students with a copy of the District's Code of Conduct and/or a Student Handbook. Discipline issues shall be handled in accordance with said Code of Conduct by the District in consultation with the Nassau BOCES.
7. The District shall conduct Superintendent's Hearings as needed for disciplinary reasons according to the District's protocol. The principal of the Program shall attend all hearings.
8. The appeals process of any student and/or parent/guardian shall follow the District's protocol as stated in its Code of Conduct.
9. The Nassau BOCES is retained by the District only for the purposes, and to the extent, set forth in this Agreement. The Nassau BOCES' relationship to the District is solely that of an independent contractor during the term of the within Agreement. All employees of the Program shall be deemed employees of the Nassau BOCES for all purposes, and the Nassau BOCES alone shall be responsible for their work, personal conduct, direction, compensation and for payment of all employment and other taxes in relation thereto. The District acknowledges that it shall not hold itself, its officers, employees and/or agents out as employees of the Nassau BOCES.

D. Compensation:

1. The Nassau BOCES shall submit a detailed invoice to the District referencing time period, staffing at the rates set forth in Appendix A and an 18.5% management fee according to the details identified on the District's matrix.
2. The District shall pay the Nassau BOCES within 30 days of receipt of the invoice.
3. The District shall pay for all custodial and security costs and all other costs and charges related to the space provided to the Nassau BOCES for the Program.
4. Compensation for employees performing services for the Program shall be based on title in accordance with Appendix A. In the event that a District's applicable labor contract provides for rates greater than those indicated in Appendix A, the District shall be solely responsible for paying said rate differential. Such rate differential shall not be eligible for state aid.

E. Additional Terms and Conditions

1. **INSURANCE REQUIREMENTS:** Both parties shall maintain the insurance set forth in Appendix B.
2. **SAFEGUARDING INFORMATION:** Neither party shall use or disclose any information concerning the services to be performed pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.
3. **CONFIDENTIALITY:**
 - a. Both parties agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Neither party shall use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. The parties further agree that any information received by it, its employees and/or agents, respectively, during the course of the services provided pursuant to this Agreement which concerns the personal, financial or other affairs of the other party, its employees, agents, clients, and/or students shall be treated by the first party, its employees and/or agents in full confidence and shall not be revealed to any other persons, firms or organizations.
 - b. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and

conditions set forth herein shall survive the expiration and/or termination of this Agreement.

- c. **“Confidential Information”** shall include all such information, written or oral, disclosed, directly or indirectly, whether or not prepared by the Disclosing Party, through any means of communication or observation, by the Disclosing Party, or any of its affiliates, representatives, employees, agents, clients and/or students to, or for the benefit of, the Disclosing Party. Confidential Information means information that the Disclosing Party desires to maintain as confidential or secret, which is supplied or provided to any other Party, including but not limited to, information about Disclosing Party, its employees, agents, clients and/or students, such as: any and all personally identifiable information, including, but not limited to, information that can be used to distinguish or trace an individual’s identity either alone or together with other personal information, such as their name, address, phone number, social security number, biometric records such as fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, handwriting, place of birth, mother’s maiden name, employment histories, credit histories, personal references of applicants for employment, medical or personal records, including, but not limited to, disabilities, recovering substance abuse conditions, medical information including AIDS/HIV, information contained in a worker’s compensation record, student directory information including, but not limited to, a student’s name, address, parents, guardians and/or families address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, grade level, enrollment status, height and weight, dates of attendance, participation in officially recognized activities and sports, degrees, honors and awards received, the most recent educational agency or institution attended, identification numbers, user ID’s, personal identification numbers, and any other information disclosed to a party in confidence pertaining to the Disclosing Party, its employees, agents, clients and/or students.
- d. Both parties shall comply with all District and Nassau BOCES policies and Federal, State, and local laws, regulations, rules and requirements related to the confidentiality of records, data security and privacy. The District agrees to allow the Regional Summer School program to access their student Assessment Scoring and Analysis Program (ASAP) data for use in comparisons of prior exams, growth scores and curriculum focus.
4. **DISCRIMINATION PROHIBITED:** Neither party shall discriminate against any individual because of age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics, marital status or other protected status, and shall take affirmative action to ensure that each individual is afforded equal opportunities without said discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics, marital status or other protected status.

5. **CONSTRUCTION OF PROVISIONS:** If any one or more of the provisions contained in this Agreement are held to be excessively broad as to duration, scope, activity or subject, then such provisions shall be construed by limiting and reducing them so that they are enforceable to the fullest extent permitted by law.
6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of the parties.
7. **ASSIGNMENT OF AGREEMENT:** Neither party shall assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.
8. **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.
9. **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 and 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.
10. **TERMINATION:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of termination, the parties shall adjust the accounts due and payable for services rendered.
11. **EXTENSION OF AGREEMENT:** The term of this Agreement may be extended annually, upon mutual agreement of the parties in writing.
12. **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 with respect to 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.

13. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.
14. **MODIFICATION:** This Agreement may be changed only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement shall not constitute a waiver of any other term, condition or provision, nor shall a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
15. **THIRD-PARTY BENEFICIARIES:** There are no third-party beneficiaries of or in this Agreement, other than NYSIR.
16. **IRAN DIVESTMENT CERTIFICATION:** By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief that each person is not on the list created pursuant to New York State Finance Law § 165-a(3) (b).
17. This Agreement, and any amendments to this Agreement, shall not be in effect until agreed to in writing and signed by authorized representatives of both parties. Further, this Agreement, and any amendments to this Agreement, shall be subject to formal approval of the Nassau BOCES Board of Education and shall have no force or effect until such approval and full execution by the parties hereto.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. The term of this agreement may be extended annually upon mutual agreement of the parties.

VALLEY STREAM 24 UNION FREE SCHOOL DISTRICT

By: _____
Name:
Title:

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY

By _____
Name: Dr. Robert R. Dillon
Title: District Superintendent

RAF: JH-1/12/23: IS: MG

APPENDIX B INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

\$1,000,000 per occurrence/\$3,000,000 aggregate (must include coverage for sexual misconduct).

2. Workers' Compensation and N.Y.S. Disability

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

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

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

3. Professional Errors and Omissions Insurance

\$1,000,000 per occurrence/ \$3,000,000 aggregate for the professional acts of the Nassau BOCES performed under this Agreement for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two calendar years following the completion of work.

4. Excess Insurance

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Notwithstanding any terms, conditions or provisions in any other writing between the parties, the parties hereby agree to effectuate the naming of the other party as an additional insured on its respective commercial general liability policy.

The policy naming the other party as an additional insured must:

- be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
- state that the Nassau BOCES' coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers.
- be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached

to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by the Nassau BOCES that are covered by the commercial general liability policy and the umbrella policy. Upon request by the District, the Nassau BOCES shall provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms.

Both parties agree to indemnify and hold the other harmless for any applicable deductibles and self-insured retentions, to the extent not covered by the applicable policy.

If a policy is written on a “claims-made” basis, the retroactive date must pre-date the inception of this Agreement.

Both parties acknowledge that failure to obtain the foregoing insurance constitutes a material breach of contract. The respective parties must provide the other with satisfactory proof that the above requirements have been met prior to the commencement of the services to be provided hereunder. The failure of a party 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 the other party. Upon request, each party shall provide the other party with a copy of the applicable insurance policies including any endorsements, modifications or exclusions thereto.

Both parties are members/owners of the New York Schools Insurance Reciprocal (“NYSIR”). The parties acknowledge that the procurement of that insurance as required herein is intended to benefit not only the other party, but also NYSIR as the respective party’s insurer.

SB 1/20/22



**Department of Regional Schools Instructional Programs
Nassau BOCES Regional Summer School
2023**

DISTRICT	LOCATION	JOB CODES	SALARY/ RATE		DAYS	H-Hourly D-Daily		RATE
			RATE	RATE		D-Daily	D-Daily	
Valley Stream #24 IPA942	Elementary Program William L Buck	DADM	\$7,000	\$388.89	18	D-Daily	\$388.89	
		DADA	\$5,000	\$277.78	18	D-Daily	\$277.78	
	DTCH	Step 1	\$45/hour			H		
		Step 2	\$50/hour			H		
		Step 3	\$55/hour			H		
		Step 4	\$60/hour			H		
	DTCHP	Step 1	\$45/hour		9 Hrs Max	H		
		Step 2	\$50/hour		9 Hrs Max	H		
		Step 3	\$55/hour		9 Hrs Max	H		
		Step 4	\$60/hour		9 Hrs Max	H		
DSUB RCA/DTA DRN		\$35/hour			H			
		\$20/hour			H			
		\$40/hour			H			
	Monitor RWPT		\$20/hour					
Dates of Program	July 5 - Jul 28	Mon - Fri						
Time of Program	18 Days							
	8 AM - 11 AM	3 Hrs						
	8:00-9:30 9:30-11 AM							
Orientation Date	Nurse: 8:00-11:30 M-F	3.5 Hrs						
Registration Date	TBD							
	TBD							
Breakdown of Weeks and Days in Session								
	WEEK	MON	TUES	WED	THURS	FRI		
	Week 1	Closed	Closed	5-Jul	6-Jul	7-Jul		
	Week 2	10-Jul	11-Jul	12-Jul	13-Jul	14-Jul		
	Week 3	17-Jul	18-Jul	19-Jul	20-Jul	21-Jul		
	Week 4	24-Jul	25-Jul	26-Jul	27-Jul	28-Jul		
	Week 5							
	Week 6							
	Week 7							
	Week 8							

Date

Authorized District Official Signature

Print Official's Name and Title

2/7/23 CF

Paychecks are mailed on the 15th and the last day of the month. A two-week lag is required.

1/9/23

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and SENSATIONAL DEVELOPMENT OCCUPATIONAL THERAPY, PLLC (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 669 Broadway, Massapequa, New York 11758.

WITNESSETH:

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

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

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

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

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

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

1. **TERM OF AGREEMENT**: Agreement shall be in effect for the period July 1, 2022 through June 30, 2023, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES**: SERVICE PROVIDER shall provide the following services, consisting of, but not limited to the following:
 - a. **Occupational Therapy**
 - b. **Occupational Therapy Evaluations**
 - c. SERVICE PROVIDER shall provide the services above during the school year for those children covered by the terms of this Agreement. The services provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with the Commissioner' s

Regulations, currently approved methods and practices of the profession. In addition, SERVICE PROVIDER shall provide the following services unless otherwise indicated, consisting of, but not limited to, the following:

- i. The completion of progress reports regarding student achievement of objectives as per report card schedules;
 - ii. Provide the Committee on Special Education ("CSE") with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;
 - iii. Complete evaluations as per the request of the Director of Special Education on an as needed basis, according to the fees in paragraph 3.
 - e. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with classroom teachers of such students and/or at the direction of the CSE.
 - f. SCHOOL DISTRICT shall be responsible for appropriate staff orientation and training for all her educational and supporting personnel, including, but not limited to, in-service training related to the provision of educational services to handicapped children.
 - g. All services shall be provided in strict compliance with the student's IEP
3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the period of Agreement, SCHOOL DISTRICT will pay SERVICE PROVIDER the rates set forth in Appendix A.
 4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
 5. **INDEPENDENT CONTRACTOR:** All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services

hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, Licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.
7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.
8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**
 - a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.
 - b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be performed pursuant to this Agreement.
10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.
11. **PROVIDER AGREEMENT & STATEMENT OF REASSIGNMENT:** SERVICE PROVIDER represents and warrants that it has executed a Provider Agreement Form and a Statement of Reassignment with the New York State Department of Health, and shall submit copies of said documents to the SCHOOL DISTRICT.
12. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to SCHOOL DISTRICT. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT' s verification of such individual's clearance status. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
13. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE

PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

14. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.
15. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
16. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.
17. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.
18. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is onsite providing services to SCHOOL DISTRICT.
19. **STUDENT REMOVAL:** SCHOOL DISTRICT shall have the right to add or remove a child from the program/ services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.
20. **STUDENT PRESCRIPTIONS:** Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/ guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.
21. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
22. **TERMINATION:**

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

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

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

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

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

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

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

24. **CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:**

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

- b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:
 - i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
 - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
 - iv. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.

- c. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive

personally identifiable information from student records (hereinafter referred to as "student data").

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

- h. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision. .

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

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

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

26. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- b. The policy naming SCHOOL DISTRICT as an additional insured shall:

- i. be an insurance policy from an A.M. Best rated 'Secure' insurer, Licensed in New York State.
- ii. state that SERVICE PROVIDER's coverage shall be primary and noncontributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.

- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with

SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.

- d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.
- f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:

- i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/ \$2,000,000 aggregate with coverage for sexual misconduct.
- ii. **Automobile Liability:**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/ N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

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

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

v. **Excess Insurance:**

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

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

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

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

Sensational Development Occupational Therapy, PLLC
669 Broadway
Massapequa, New York 11758

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

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

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

30. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
31. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
32. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
33. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
34. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
35. **AMENDMENT:** This Agreement maybe amended only in writing and signed by the parties.
36. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
37. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of

SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with terms

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

VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

PATRICIA RUTLEDGE, OTR/L, OWNER
SENSATIONAL DEVELOPMENT
OCCUPATIONAL THERAPY, PLLC

Date: 2/13/23

By: Patricia Rutledge OTR/L OWNER

APPENDIX A

Sensational Development Occupational Therapy, PLLC

2022-2023 Rates

SERVICE	RATE
Occupational Therapy Evaluation (without sensory component)	\$375.00 per evaluation
Occupational Therapy Evaluation (includes standardized testing with a comprehensive summary of the Sensory Profile or Sensory Processing Measure with suggestions for home/school sensory diet)	\$525.00 per evaluation
Independent Educational Evaluation (in the area of occupational therapy)	\$600.00 (does not include attendance at CSE meeting)
Triennial Testing (Reevaluation) with written report	\$275.00
SIPT (Sensory Integration and Praxis Test)	\$1,150.00 per test
Occupational Therapy Observation in the school setting (includes report)	\$200.00 per observation
CSE meeting or other district meetings (per student)	\$100.00 per hour
Occupational Therapy – Clinic-Based (Individual Session)	\$50.00 per 30-minute session \$75.00 per 45-minute session \$100.00 per 60-minute session
Occupational Therapy – Clinic-Based (Group Session)	\$100.00 per 60-minute session
Occupational Therapy – Home-Based (Individual Session)	\$65.00 per 30-minute session \$95.00 per 45-minute session \$125.00 per 60-minute session
Occupational Therapy – School-Based (Individual Session)	\$50.00 per 30-minute session \$75.00 per 45-minute session \$100.00 per 60-minute session
Occupational Therapy – School-Based (Group Session)	\$50.00 per 30-minute session for first student \$10.00 per 30-minute session each additional student
Occupational Therapy – Whole Class Push-In	\$50.00 per 30-minute session
Parent Counseling and Training	\$100.00 per hour
Occupational Therapy – via Teletherapy	\$50.00 per 30-minute session \$75.00 per 45-minute session \$100.00 per 60-minute session
Field Trips to Sensational Development Sensory Gym	\$20.00 per child

**AGREEMENT
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of 2/13/2023, 2023, by and between the Valley Stream Union Free School District #24 (“District”) and Sensational Development Occupational Therapy, PLLC (“Contractor”).

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

DISTRICT

CONTRACTOR

BY: _____

BY: Patricia R. [Signature] OTM owner

DATE: _____

DATE: 2/13/2023

Parents' Bill of Rights for Data Privacy and Security

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

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

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). ALL data is housed in our office location and not allowed to leave the building. All Therapists have personal passcodes and company issued laptops. We use a secure EMR system.*

(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

All our therapists have personal passwords to access information. All data is secured in an EMR system with bank level encryption. EMR software complies with HIPAA and Medicaid regulations. Any paper files are kept in a locked fire proof cabinet. Sensational Development has company policies in place for the use and disposal of any information obtained through school districts. At this time, all therapists working at Sensational Development or PLLC are employees and not contractors. They use company issued laptops that must remain on site.

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: *following a data security and privacy plan to maintain the integrity of data stored securely in our EMR system*
- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information: *all information provided by a school district is directed to a front office personnel in charge of maintaining records and passwords of all therapists*
- (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: *Sensational Development or PLLC understands and acknowledges that we have in place protection and internal control to ensure that information is safeguarded.*
- (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: *Sensational Development has policies and HATS in place for all therapists and employed peoples of this company. All policies must be read and signed by employees.*
- (v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows: *Sensational Development does not currently use subcontractors. All therapists are employees of this company.*
- (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: *any breach or unauthorized disclosure would be quickly brought to the attention of School district via phone call and email.*
- (vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows: *at the end of the school year, all paper files are shredded. Electronic information remains in our secure EMR system,*

CONSULTANT AGREEMENT

THIS AGREEMENT made this 15th day of March, 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and PSYCHOLOGICAL DIAGNOSTIC EVALUATIONS OF NEW YORK, P.C. (hereinafter referred to as "CONSULTANT"), as the party of the second part, having its principal place of business for purposes of this Agreement at 500 Old Country Road, Suite 100, Garden City, NY 11530.

1. **TERM:** The term of the within Agreement shall be from April 1, 2023 through June 30, 2023, unless earlier terminated as provided herein.
2. **CONDITIONS:** The School District shall retain the Consultant to provide certain consultation, training and/or professional development services for the School District under the terms and conditions hereinafter set forth. The Consultant shall perform services only to the extent authorized by the School District.
3. **DUTIES AND SERVICES:** The Consultant shall provide the following services:
 - a. As set forth in Exhibit A, attached hereto and made part hereof. To the extent the terms of Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall govern, supersede and take precedence over any such conflicting terms.
 - b. Four (4) full day workshops on topics to be determined by the School District focusing on best practices in psychological assessment, achievement testing, cross-battery assessment, and learning disabilities with the School District's Special Education staff, at a rate of \$3,000.00 per day for a total of \$12,000.00.
 - c. Additional services and/or dates as requested by the School District at its sole discretion, not to exceed an additional \$3,000.00 in accordance with the following fee schedule:
 - i. Full Day Workshops (6 hours): \$3,000.00
 - ii. Half Day Workshops (3 hours): \$1,500.00
4. **FEES & EXPENSES:** During the term of this Agreement, the School District agrees to pay the Consultant per the above schedule for a total amount not to exceed \$15,000.00, to be paid at the rate set forth therein within 60 days after receipt of Consultant's invoice, subject to the satisfactory completion of services. Except as otherwise set forth herein or in Exhibit A annexed hereto, Consultant shall be responsible for all costs and expenses incurred by Consultant that are incident to the performance of services for School District, including, but not limited to, all tools, vehicles, or other equipment to be provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. School District shall not be responsible for any expenses incurred by Consultant in performing services for School District. Consultant's invoice shall include time sheets and attendance, types of services rendered and fees payable. School District shall give Consultant notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be

deemed as an acceptance and does not act as a waiver of School District's rights or prevent School District from availing itself of any remedy or course of action it has at law or in equity at a later date.

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

8. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, Consultant shall obey all School District rules and regulations and must follow all reasonable directives of School District's administrators and employees.

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

10. **INSURANCE:** Consultant agrees to maintain the following insurance and name the School District as an additional insured on Consultant's commercial general liability and excess liability insurance policies:
 - a. **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate. The policy shall provide coverage for claims of negligent hiring, training and supervision, including claims arising in the context of sexual molestation, abuse, harassment, or other sexual misconduct.
 - b. ~~**Automobile Liability:** \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.~~ Emm 3/15/2023
 - c. **Workers' Compensation, Employers' Liability and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. A self-employed person and certain partners and corporate officers may be excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). A person seeking an exemption must submit proof of filing of a CE-200 form with the New York State Workers Compensation Board.
 - d. **Professional Errors and Omissions Insurance:** \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of Consultant and its employees performed under this Agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.

Said policies shall be from an A.M. Best rated "Secure" insurer, licensed in New York State and shall state that Consultant's coverage shall be primary and non-contributory coverage for School District, its Board, employees and volunteers. School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. At the School District's request, Consultant shall provide a copy of the declaration page of the liability policy with a list of endorsements and forms. If so requested, Consultant will provide a

copy of the policy endorsements and forms. In the event that any of the insurance coverage to be provided by Consultant contains a deductible, Consultant shall indemnify and hold School District harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of Consultant.

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

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

11. **ASSIGNMENT OF AGREEMENT:** Consultant shall not assign, transfer or convey any of its rights or obligations under this Agreement without the prior written consent of School District.
12. **MUTUAL AGREEMENT:** This agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
13. **DISCRIMINATION PROHIBITED:** Neither School District nor Consultant will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another

jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Nassau, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

15. **COMPLIANCE WITH SAVE LEGISLATION:** The Consultant understands and agrees that, unless its instructors and employees will have no direct contact with school-aged students, it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The Consultant shall adhere to all applicable requirements and protocols as established by the School District and the State Education Department of New York.

16. **TERMINATION:**
 - a. This Agreement may be terminated by the School District upon seven (7) days' written notice to the Consultant. In the event of such termination, the parties will adjust and prorate the accounts due and payable to Consultant for services actually rendered up to the effective date of termination, ~~subject to any cancellation provisions set forth in Exhibit A.~~ The Consultant will not incur any additional expenses upon receipt of School District's notification that Consultant's services have been terminated.
 - b. This Agreement may be terminated by the School District in the event of a material breach by Consultant, upon three (3) days' written notice from the School District to Consultant.
 - c. Notwithstanding anything to the contrary contained in the Agreement or in Exhibit A or any other related documents, the School District expressly reserves the right to immediately suspend, cancel or terminate the Consultant's services under this Agreement in the event that its schools are closed and/or it becomes illegal, impossible or impracticable to continue the Consultant's services due to any reason, including but not limited to any force majeure event, and upon the School District's exercise of such right, the Consultant, its officers, employees and/or agents shall not be entitled to further compensation, payments, cancellation fees, charges, or any other benefits pursuant to this Agreement for the duration of such closure, unless agreed to in writing between the Consultant and the School District. Force majeure events shall include any condition beyond the School District's reasonable control including, without limitation, acts of God, accident, riots, civil commotion, wars, terrorist act, epidemic, pandemic including COVID-19 or similar epidemic or outbreak, quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental or quasi-governmental acts or omissions, changes in laws or regulations, national strikes, fire, and explosion. In the event of such suspension, cancellation or termination of Consultant's services, Consultant shall be entitled to payment only for services actually rendered in

accordance with this provision, and shall not otherwise be entitled to any payment, fees or charges for any previously scheduled services that were not actually rendered prior to the date of such school closing.

- 17. **NO PRIOR AGREEMENTS:** This agreement constitutes the full and complete Agreement between School District and Consultant, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. The Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

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

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

VALLEY STREAM UNION FREE SCHOOL
DISTRICT 24

Date: _____

By: _____

PSYCHODIAGNOSTIC EVALUATIONS OF
NEW YORK, P.C.

Date: 3/15/2023


By: 

EXHIBIT A

Psychological Diagnostic Evaluations of New York, P.C.

500 Old Country Road, Suite 100, Garden City, NY 11530

Psychologist Workshops (2 days x \$3,000.00 = \$6,000.00)

- Workshops to include training on cross-battery assessment, use of X-BASS 2.0 software and assessment/identification of learning disabilities.

Special Education Teacher Workshops (2 days x \$3,000.00 = \$6,000.00)

- Workshops to including training on academic achievement testing and interpretation, report writing, and the administration of the WIAT-4.

License and Operating Agreement

This License and Operating Agreement (this "Agreement") is made and entered into as of the __ day of _____ 2023 by and between the Board of Education of the VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR (the "School District" and/or "Licensor"), with an address at 75 Horton Avenue, Valley Stream, New York 11581 and SCOPE EDUCATION SERVICES (hereinafter referred to as "SCOPE" and/or "Licensee") with offices for the transaction of business located at 100 Lawrence Avenue, Smithtown, New York 11787.

WITNESSETH:

WHEREAS, the School District is comprised of a number of Schools, including the Robert W. Carbonaro, William L. Buck, and Brooklyn Avenue Schools;

WHEREAS, SCOPE represents that it is in the business of providing After School Child Care Programs to school-age children;

WHEREAS, the School District is willing to provide unneeded space in its facilities to SCOPE for the purpose of operation of an After School Child Care Program for school-age children;

WHEREAS, the School District desires to grant SCOPE a license to provide such After School Child Care Program for school-age children ("Program") on the premises of the Schools as described herein and SCOPE desires to provide such services on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **License of Premises.**

During the Term of this Agreement, the School District hereby grants to SCOPE, and SCOPE hereby accepts from the School District, a non-transferable, revocable license (the "License") to use certain facilities in the Valley Stream Union Free School District Twenty-Four. The School District shall permit SCOPE use of the Robert W. Carbonaro, William L. Buck, and Brooklyn Avenue Schools for the provision of after school child care services for school-age children. The rooms to be utilized by SCOPE are set forth on Schedule A attached hereto (collectively, the "Facilities") for the term as described herein. This Agreement is acknowledged to be a revocable license and is subject to changes in terms as the School District may require from time to time.

During the Term of this Agreement, Licensee shall be permitted to use the Robert W. Carbonaro, William L. Buck, and Brooklyn Avenue Schools as set forth in Schedule "A" of this Agreement, for the provision of its After School Child Care Program each day the Schools are in operation (a "School Day"), from dismissal time at each School until

6:30 p.m, or any other time as agreed upon between the Superintendent of Schools and SCOPE. The time frame set forth herein shall be collectively referred to as the "Hours of Operation" for the Program described in this paragraph.

The School District reserves the right to shorten or cancel any school day. Therefore, SCOPE shall have a working plan in place that instructs parents as to holidays, early dismissals, cancellations and emergencies. In the event of emergency closures, such as snow days, the School District shall provide SCOPE with the same advance notice as is given to the School Building Principal. Any exception to these requirements shall be subject to mutual agreement by and between the Superintendent of Schools and SCOPE.

It is understood and agreed that SCOPE shall not be responsible for the transportation of students that participate in the Program.

2. Fee.

During the Term hereof, in consideration of the License hereby granted to SCOPE by the School District, the School District shall provide classroom space for the operation of the Program at no expense to SCOPE.

3. Term.

The Term of this Agreement shall commence on the 1st day of September, 2023 and end on June 30, 2024. This Agreement may be renewed for annual periods upon mutual consent of the parties memorialized in writing. SCOPE may request renewal of this Agreement by providing written notice to the Board of Education, no later than February 1st of the then current term. The Board of Education shall notify SCOPE of its intent, no later than thirty (30) days following receipt of said notice.

4. SCOPE's Obligations.

During the Term of this Agreement, SCOPE shall have the following obligations:

a. SCOPE shall provide an After School Child Care Program to school-age children. The After School Child Care Program shall be provided at the Robert W. Carbonaro, William L. Buck, and Brooklyn Avenue Schools. The Program shall be conducted during the Hours of Operation of each School Year as defined by this Agreement.

b. In connection with the Program, SCOPE shall be responsible for the administration and management of the Program, including, but not limited to (i) the hiring, training, scheduling and payroll of employees, (ii) the programming of each daily schedule, curriculum and activities, (iii) the registration of students, (iv) scheduling, (v) billing of clients, and (vi) daily operations of the Program.

c. SCOPE shall provide the necessary staff, supplies and equipment to operate the Program. Daily supervision and administration of the students' activities is solely the responsibility of SCOPE.

d. SCOPE shall comply with any and all applicable statutes, laws, rules and/or regulations governing the operation of the After School Child Care Program. SCOPE shall obtain and maintain all necessary permits, licenses, registration and/or approvals of governmental authorities prior to operating the Program.

e. SCOPE agrees to provide, at its own expense, such materials and supplies as shall be reasonably necessary for the administration of the Program, including, without limitation, (i) pens, pencils, paper, arts and crafts, blocks, Legos, playground balls, non-perishable snacks or other materials for use by the students enrolled in the Program, and (ii) office supplies, forms and storage boxes for all materials and supplies, or other materials necessary for the operation of the Program. SCOPE shall also supply all storage bins to be used for its materials and supplies and any orientation materials and presentations for all parents and children.

f. During the Term of this Agreement, SCOPE shall be solely responsible for the development of marketing materials and advertising of its Program and the expenses associated therewith.

g. All fees collected for enrollment in the program shall be the responsibility of SCOPE. The School District is not responsible for the payment policy between SCOPE and each parent/family. SCOPE must provide each parent/family with its written policy regarding payment of fees to SCOPE. Under no circumstances shall a contractual relationship be deemed to exist between the School District and those that receive services from SCOPE. SCOPE publications shall explicitly state that the Program is not being offered through the School District.

h. SCOPE agrees that all student information obtained in connection with the services provided for in this Agreement shall be kept confidential to the fullest extent permitted or required by law.

i. All SCOPE Program personnel must meet the qualifications set forth by the New York State Office of Children and Family Services which shall include an application together with fingerprint clearance in accordance with the requirements of 18 N.Y.C.R.R. §413.4.

j. SCOPE acknowledges that it will not hold itself, its officers, its employees or its agents out as employees of the School District. SCOPE, its officers, its employees and/or its agents, while employed by SCOPE, shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the School District.

k. In the event that SCOPE determines that there is a need to contact law enforcement agency(ies) because of an emergency, including the failure by a parent to pick up a child, SCOPE shall also contact the Superintendent of Schools pursuant to section 5(j).

5. School District Obligations.

During the Term of this Agreement, the School District shall have the following obligations in connection with the License granted herein:

a. The School District shall provide space at the following schools for the operation of the Program by SCOPE: Robert W. Carbonaro, William L. Buck, and Brooklyn Avenue Schools. In the event that the School District can no longer provide said space as described in Schedule A, it may, at its option, (1) terminate this Agreement as set forth in paragraph eight (8) hereof, or (2) provide alternative space similar in size to the space located at the above schools, upon written consent of SCOPE and in accordance with New York State Regulations. In the event of number (2) above, the School District shall give SCOPE thirty (30) days' notice, except in cases of emergency, in which case reasonable notice will suffice, of its need for the space located at the above location and how it intends to proceed as provided in this paragraph.

b. The School District shall provide to SCOPE, in the Facilities, free of charge, standard furnishings, including, without limitation, tables and chairs and other items typically available in a facility of the type provided. The School District further agrees to provide SCOPE use of a designated playground outdoor space and gymnasium as may be necessary for the operation of the Program.

c. The School District shall provide adequate storage space in or near the Facilities subject to mutual agreement by and between the School District and SCOPE.

d. The School District shall cause the principal of each School to designate a person at such School who shall serve as a liaison during the applicable School Year between the School and the Program taking place at that location and shall provide written notice to SCOPE of the name and contact information of such person.

e. The School District will allow SCOPE to distribute informational material pertaining to the Program, at least three (3) times during each School Year subject to the prior approval of such material by the Superintendent of the School District.

f. To ensure the safety of the Program Staff and Students, the School District shall provide written notice of the procedures for emergency evacuation to the Program Director prior to the commencement of each School Year during the Term.

g. To provide the SCOPE Supervisor with access to a phone in case of an emergency.

h. To provide the necessary custodial clean up services before and after each day's program.

i. To provide access to the School's non-consumable equipment such as photocopier, refrigerator, audio-visual and physical education equipment subject to mutual agreement by and between the School District and SCOPE.

j. The School District is responsible for providing SCOPE with contact information for a School District representative to be notified by SCOPE in the event that SCOPE determines there is a need to contact law enforcement agency(ies) because of an emergency. In such an emergency, SCOPE shall contact the Superintendent of Schools at the following numbers: _____. If the Superintendent cannot be reached, SCOPE shall contact _____ at _____. The School District is responsible for providing SCOPE with any changes to the aforementioned information.

6. Student Enrollment in the Program.

a. Student enrollment in the Program shall be limited to residents of the Valley Stream Union Free School District Twenty-Four.

b. The fee structure for students enrolled in the Program shall be determined by SCOPE in its sole and absolute discretion.

7. Insurance.

SCOPE shall maintain in full force and effect during the Term of this Agreement: (i) Workers' Compensation Insurance as prescribed by the laws of the State of New York; (ii) Comprehensive General Liability Insurance which shall insure SCOPE and its staff, during the operation of and in the performance of this Agreement, against claims for bodily injury and personal injury, including death, disease, and property damage, that may arise, either directly or indirectly, as a result of or in connection with this Agreement - the limits of liability under each policy shall provide coverage of \$1 million per claim and \$3 million in the aggregate.

The Commercial General Liability Policy shall include coverage for claims of sexual misconduct and shall name the School District as an additional insured. SCOPE shall cause its insurer to provide a copy of the insurance certificates to the School District at least ten (10) days prior to the commencement of the Term of this Agreement and to provide further that the School District shall receive thirty (30) days' prior written notice of the cancellation, termination or modification of said policies.

8. **Termination.**

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

9. **Indemnification.**

SCOPE hereby agrees to defend, indemnify and hold harmless the School District and each of its affiliates, successors and assigns, shareholders, officers, directors and employees or agents from and against any and all liabilities or obligations, damages, losses, claims, encumbrances, costs or expenses (including reasonable attorneys' fees) of any nature, whether absolute, contingent or otherwise, (unless same results from the negligence or intentional acts of the School District, its agents or employees) and whether arising at law or in equity (any or all of the foregoing herein referred to as a "Loss"), incurred by the School District as a result of this Agreement or the negligence or intentional acts or omissions of SCOPE or any of its employees, agents or representatives occurring in or on the Facilities of any School.

10. **Miscellaneous.**

(a) **Entire Agreement.** 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 may not be modified except by a writing subscribed to by authorized representatives of both parties.

(b) **Governing Law.** This Agreement and performance hereunder shall be governed by the laws of the State of New York, without giving effect to its principles of conflict of laws.

(c) **Assignment.** Neither party shall assign or otherwise transfer this Agreement, in whole or in part, whether by assignment, merger, transfer of assets, sale of stocks, operation of law or otherwise, nor delegate or subcontract any of its rights or obligations hereunder, without the other party's written consent, except to a wholly owned subsidiary or affiliate of the assigning party.

(d) **No Waiver.** 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.

(e) **Counterparts.** This Agreement may be executed in counterparts, all of which shall constitute one single Agreement between the parties hereto.

(f) Headings. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

(g) It is understood and agreed that while on school grounds, SCOPE employees and/or agents shall obey all School District rules and regulations and must follow all reasonable directives of the School District's administrator's and employees.


(h) Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin or sponsorship.

(i) The undersigned representatives of SCOPE and the Valley Stream UFSD Twenty-Four hereby represent and warrant that the undersigned is an officer, director, or agent with full legal rights, power and authority to enter into this Agreement on behalf of SCOPE and the Valley Stream UFSD Twenty-Four and bind both parties with respect to the obligations enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

President
Board of Education
Valley Stream UFSD Twenty-Four
75 Horton Avenue
Valley Stream, New York 11581

Date: _____



George L. Duffy
Executive Director
SCOPE Education Services
100 Lawrence Avenue
Smithtown, New York 11787

Date: 2/16/23

Schedule A

Facilities

Robert W. Carbonaro School

- Cafeteria A
- Cafeteria B
- Library
- Gymnasium
- Room 8
- Room 9

William L. Buck School

- Cafeteria A
- Cafeteria B
- Gymnasium
- Room 7
- Room 8
- Room 9
- Room 11

Brooklyn Avenue School

- Cafeteria
- Room 1
- Library
- Art Room
- Music Room
- Gymnasium

Schedule B

2023 - 2024 School Calendar

RIDER TO CONTRACT BETWEEN
VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR AND
SCOPE EDUCATION SERVICES
DATED _____
FOR AFTER CARE PROGRAMS

To the extent that the provisions of this Rider are inconsistent with the attached contract dated _____ for after care programs (the "Contract") to which this Rider is attached, the provisions of this Rider will control. The Contract and this Rider are collectively hereinafter referred to as the "Agreement."

Plan for Security and Protection of Personally Identifiable Information.

A. SCOPE EDUCATION SERVICES, INC. (the "Consultant") must comply with all VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR (the "District") policies and state, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy.

B. "District Data" means all information obtained by the Consultant from the District or by the Consultant in connection with the services provided by the Consultant pursuant to the Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publically available by the District.

C. "Personally Identifiable Information" or "PII" includes, but it not limited to: (i) a person's name or address or the names or addresses of a student's parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers (e.g., date of birth, place of birth, or mother's maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or Consultant reasonably believes knows the identity of the person to whom a record relates.

D. The Consultant represents and warrants that it is fully familiar with and will comply with all District policies and State, federal and local laws, regulations, rules and requirements related to the confidentiality, security and privacy of District Data.

E. The Consultant represents and warrants that District Data received by the Consultant will be used only to perform Consultant's obligations pursuant to the Agreement and for no other purpose.

F. The Consultant represents and warrants that it will only collect data from the District or District employees or other End Users (the term "End Users" means the individuals authorized by the District to access and use services provided by the Consultant pursuant to the Agreement) that is necessary to fulfill the Consultant's duties pursuant to the Agreement.

G. The Parties agree that all rights including all intellectual property rights in and to District Data will remain the exclusive property of the District and that the Consultant has a limited, non-exclusive license to use District Data solely to perform Consultant's services pursuant to the Agreement.

H. The Consultant agrees that, upon receipt of District Data, it will: (i) limit the Consultant's internal access to District Data to employees with legitimate educational interests (i.e., access will be limited to those employees who must access District Data to implement the terms of the Agreement); (ii) use District Data only for the purposes explicitly authorized by the Agreement; (iii) not disclose any PII from District Data to any other party (a party other than an employee with a legitimate educational interest) without the District's prior written consent (if necessary, the District will obtain the required consent(s) from third parties), 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); (iv) maintain reasonable safeguards to maintain confidentiality of PII in District Data; (v) use legally mandated encryption technology to protect District Data from unauthorized disclosure; and (vi) store all District Data within the United States of America.

I. If the Consultant has access to District Data that is subject to the Family Educational Rights and Privacy Act ("FERPA"), the Consultant acknowledges that for purposes of the Agreement it will be designated as a "school official" with a "legitimate educational interest"

pursuant to FERPA and its implementing regulations, and the Consultant agrees to abide by the limitations and requirements imposed on school officials.

J. The Consultant represents and warrants that it will comply with the District's Parents' Bill of Rights, as supplemented, to include information about the Agreement, a copy of which is annexed hereto as Exhibit A and is signed by the Parties.

K. The Consultant represents and warrants that it has provided or, within 30 calendar days of the date of the Agreement and prior to allowing any of its employees access to District Data, will provide training, about the State and federal laws and regulations governing confidentiality of District Data to any employee who has access to District Data.

L. Except as prohibited by law, the Consultant will: (i) immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Consultant seeking District Data; (ii) consult with the District regarding its response; (iii) cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and (iv) upon the District's request, provide the District with a copy of Consultant's response.

M Upon the District's request, the Consultant agrees that it will promptly make any District Data held by the Consultant available to the District.

N. The Consultant agrees to notify the District of any breach of security resulting in an unauthorized release of PII from District Data by the Consultant or the Consultant's assignees or subcontractors. This notification will be made in the most expedient way possible and without delay. The Consultant must also notify the District in writing of the breach of security. This written notification must be sent by the Consultant within one calendar day of the breach of security resulting in an unauthorized release of PII from District Data and must be sent to the District by email to Superintendent of Schools, Dr. Don Sturz (dsturz@vs24.org), with a copy to Guercio & Guercio, Christopher Shishko, Esq., (cshishko@guerciolaw.com).

and either personally delivered or sent by nationally recognized overnight carrier to the District. In the case of an unauthorized release of PII from District Data by the Consultant or the Consultant's assignees or subcontractors, the Consultant 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.

O. The parties agree to execute an amendment to the Agreement if required for compliance with any new laws or regulations relating to the confidentiality, security and privacy of data.

P. All the provisions of this Rider will survive the expiration or sooner termination of this Agreement.

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

VALLEY STREAM UNION FREE
SCHOOL DISTRICT TWENTY-FOUR

SCOPE EDUCATION SERVICES

By: _____
Name:
Title:

By:  _____
Name: George Duffy
Title: Executive Director

EXHIBIT A
RIDER TO CONTRACT BETWEEN
VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR AND
SCOPE EDUCATION SERVICES
DATED: _____
FOR AFTER CARE PROGRAMS

“District Data” means all information obtained by the Consultant from the District or by the Consultant in connection with the services provided by Consultant pursuant to the Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, “District Data” does not include any information made publically available by the District.

- (1) **Use of District Data by Consultant.** The District Data received by the Consultant will be used only to perform Consultant’s obligations pursuant to the Agreement and for no other purpose.

- (2) **Storage and Security Protections.** The Consultant will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure District Data from unauthorized access, disclosure, alteration and use. The Consultant will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Agreement. Consultant will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

The following paragraphs describe **(in such a manner as to protect data security)** the specific storage methods and security protections used by the Consultant to protect District Data:

- (a) Storage of Electronic Data: On Service Provider’s server.

- (b) Storage of Non-Electronic Data: Hardcopies of student records are stored in a secure cabinet at the administrative office and on site until the program is completed. Upon completion of program the records are shredded.

- (c) Personnel/Workforce Security Measures: The data received is only shared with the site supervisor, the SCOPE nurse consultant and SCOPE administrative staff.


- (d) Physical Security Measures: Outside doors are locked at all times with each visitor greeted by a receptionist upon entry; servers are secured behind locked, password protected doors; offices locked daily; non-electronic data is kept in secure cabinets.
- (e) Account Management and Access Control: Use of unique user IDs, passwords with a password policy change in effect every 90 days, computer programs "time-out" due to inactivity.
- (f) All electronic District Data will be protected by the Consultant through the use of encryption technology in compliance with New York Education Law § 2-d(5)(f)(5).
- (3) **Sharing Information with Other Persons and Entities.** The Consultant will only share District Data with entities or persons authorized by the Agreement. To the extent that District Data will be shared by the Consultant with other authorized entities or persons not employed by Consultant, the Consultant will ensure that those persons or entities will be required to agree in writing that it/they will comply with all terms of the Agreement's Plan for Security and Protection of Personally Identifiable Information, and any other Agreement provision relating to confidentiality of records and data security and privacy, including, but not limited to this Exhibit A.
- (4) **Destruction/Return of Data.** Upon the termination of the Agreement for any reason, the Consultant will, as directed by the District in writing, securely destroy ("securely destroy" means taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means) or return all District Data received by the Consultant as soon as reasonably possible. The District's decision will be made in connection with all applicable laws, including the New York Arts and Cultural Affairs Law and the Records Retention and Disposition Schedule ED-1. In connection with the secure destruction of any District Data, the Consultant will provide a certificate of destruction (form and substance satisfactory to the District) to the District.
- (5) **Challenge to Accuracy of Data.** A parent or guardian, student, teacher or principal can challenge the accuracy of the Data received by the Consultant by following applicable law (e.g., Family Educational Rights and Privacy Act), employment agreements, and policies, rules and regulations. If the Consultant receives a challenge to the accuracy of Data from a parent or guardian, student, teacher or principal, the Consultant will notify

the District in writing. The consultant will not amend any Data without a written request from the District.

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

By: _____
Name:
Title:

SCOPE EDUCATION SERVICES

By: 
Name: George Duffy
Title: Executive Director

INSTRUCTIONS

Exhibit A contains information required by New York Education Law §2-d and includes information that makes up part of the mandated Plan for Protection of Personally Identifiable Information. It should contain detailed information about data storage and security measures. The Service Provider must describe the ways it will store District Data and the specific security protections that will be used by the Service Provider to protect District Data. **Please note that these descriptions are part of a publically accessible document and must be written in a manner that will protect the Service Provider's data security.**

Below, we list examples for each storage/security category set forth in Exhibit A. These are only examples and the Service Provider must describe the specific storage methods and security protections it uses (again, the description must be written in a manner that will protect the Service Provider's data security). The amount of information included should not be limited by the space provided.

Examples:

(a) Storage of Electronic Data:

- In the Cloud (specify types, private or public, *etc.*)
- On Service Provider's server

(b) Storage of Non-Electronic Data:

- Files stored in locked filing cabinets

(c) Personnel/Workforce Security Measures:

- Describe internal policies regulating access to information and sharing information amongst coworkers

- Describe policies relating to the requirement to return all data and property to the Service Provider upon an employee's separation from employment

(d) Account Management and Access Control:

- Use of unique user-IDS
- Use of passwords that are regularly and frequently updated
- Use of automatic techniques to terminate a session upon specific conditions (*e.g.*, idle time)
- Policy to disable employee accounts upon termination from employment

(e) Physical Security Measures:

- Describe security barriers and access controls (*e.g.*, locking of doors, desks and filing cabinets)
- Describe visitor policies (*e.g.*, visitors are escorted at all times when visiting information processing and storage facilities)

**EXHIBIT B
RIDER TO CONTRACT BETWEEN
VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR AND
SCOPE EDUCATION SERVICES
DATED: _____
FOR AFTER CARE PROGRAMS**

Valley Stream Union Free School District Twenty-Four Parents Bill of Rights

New York State Parents' Bill of Rights for Data Privacy and Security

Valley Stream Union Free School District 24 is committed to protecting the privacy and security of each student's data. The district adheres to the New York State Education Department's Parents' Bill of Rights For Data Privacy and Security. Parents may access the New York State Education Department's Parents' Bill of Rights at: <https://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>.

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF EDUCATION OF THE VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR and the UNITED PUBLIC SERVICE EMPLOYEES UNION, expiring on June 30, 2022, shall remain in full force and effect.

This Memorandum of Agreement shall be subject to ratification by the Board of Education and the membership of the Association. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term** – July 1, 2022 through June 30, 2026.
2. **Salary** – The salary schedules are set forth in Appendix A. All changes to be retroactive effective July 1, 2022.
3. **Working Conditions** –

Article VI(A)(1) – delete \$250 on the fifth line and substitute \$300.

Article VI(A)(2) – revise to read as follows:

All employees with fifteen (15) or more years of active (i.e., paid) service with the District as of September 1st in any school year will receive an additional \$300.00 off-schedule payment in the first payroll period following that September 1st.

Article VI(A)(5) – revise to read as follows:

All aides who have six (6) months or more of service in the District and who regularly perform security work at the District's direction will be reimbursed not more than \$75.00 for the annual recertification fee, as well as not more than \$400.00 for the initial and then bi-annual license renewal fee. Employees will be required to submit receipt(s) and other proof acceptable to the District within three (3) months of the date of taking the course as a condition of reimbursement.

Article VI(B) – revise to read as follows:

Full-time employees shall be paid their regular day's pay if they are scheduled to work and school is closed on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Veteran's Day, Thanksgiving Day and Juneteenth.

Part-time employees shall be paid their regular days' pay if scheduled to work and school is closed on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Veteran's Day, Thanksgiving Day and Juneteenth.

Article VI(K)(1) – revise first sentence to read as follows:

All full-time employees shall be entitled to seven (7) sick/personal days per school year.

Article VI(K)(2) – revise to read as follows:


- a. Each full-time employee shall be credited, in addition to his/her sick/personal days, with two (2) sick leave days. Each full-time employee with ten (10) cumulative completed years of actual service shall be credited with an additional two (2) sick leave days. Sick leave days and sick/personal days may be accrued up to a total of sixty (60) at any one time but shall be for use only and not be paid upon separation from employment. Any use in excess of five (5) consecutive school days must be supported by a physician's note demonstrating the employee has a serious medical condition as defined under the Family Medical Leave Act. This requirement is in addition to the physician statement requirement in Article VI(K)(3).
 - b. Each part-time employee shall be credited with five (5) sick leave days. Each part-time employee with ten (10) cumulative completed years of actual service shall be credited with an additional two (2) sick leave days. Sick leave days may be accrued up to a total of fifteen (15) at any one time but shall not be paid upon separation from employment.
4. This Memorandum of Agreement may be executed in counterparts and a facsimile signature shall have the same binding effect on all parties hereto as an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21st day of June, 2023.


VALLEY STREAM UFSD TWENTY-FOUR

Dated: 3/21/23

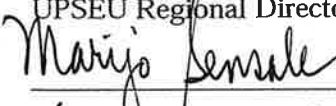
BY: 
Dr. Don Sturz,
Superintendent of Schools

**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

Dated: 3/20/23

BY: 
~~Amanda Baker, Barker~~
UPSEU Regional Director

Dated: 3/21/23

BY: 

Dated: 3/21/23

BY: 

Dated: _____

BY: _____

Appendix A
Salary Schedule

	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26
School Monitor				
Step 1	\$18.13	\$19.30	\$20.56	\$21.90
Step 2	\$18.46	\$19.66	\$20.93	\$22.29
Step 3	\$18.75	\$19.97	\$21.27	\$22.65
Step 4	\$19.06	\$20.30	\$21.62	\$23.03
10 years*	\$20.00	\$21.30	\$22.69	\$24.16
15 years**	\$21.00	\$22.30	\$23.69	\$25.16
Aides and Summer Help				
Step 1	\$18.74	\$19.96	\$21.26	\$22.64
Step 2	\$19.06	\$20.30	\$21.62	\$23.03
Step 3	\$19.37	\$20.63	\$21.97	\$23.40
Step 4	\$19.69	\$20.97	\$22.33	\$23.79
10 years*	\$20.62	\$21.96	\$23.39	\$24.91
15 years**	\$21.62	\$22.96	\$24.39	\$25.91
Annualized FT Aides				
Step 1	\$24,798	\$26,410	\$28,127	\$29,955
Step 2	\$25,221	\$26,860	\$28,606	\$30,466
Step 3	\$25,630	\$27,296	\$29,070	\$30,959
Step 4	\$26,052	\$27,746	\$29,549	\$31,470
10 years*	\$27,278	\$29,051	\$30,940	\$32,951
15 years**	\$28,601	\$30,374	\$32,263	\$34,274

* Payment includes additional \$0.75/hr for longevity

** Payment includes additional \$1/hr for longevity

Annualized FT Aides formula is based on a one hundred and ninety (190) day work year inclusive of six (6) paid holidays.

VALLEY STREAM UFSD #24

**Treasurer's Report
and
Bank Collateral Statements
January 31, 2023**

Respectfully submitted:

Brian K. Cleary, C.P.A.

Brian K. Cleary, C.P.A.

2/22/2023

Date

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

01/31/23

GENERAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Checking	NY Class	Metropolitan Commercial	Totals
Cash Balance - Beginning	\$ 7,160,495.53	\$ 54,317.35	\$ 103,937.42	\$ 4,093,160.32	\$ 11,411,910.62
Add - Receipts	3,884,557.43	979,167.38	362.53	14,172.00	4,878,259.34
Total	11,045,052.96	1,033,484.73	104,299.95	4,107,332.32	16,290,169.96
Less - Disbursements	(4,362,957.52)	(975,442.82)	-	-	(5,338,400.34)
January 31, 2023	6,682,095.44	58,041.91	104,299.95	4,107,332.32	10,951,769.62
Deposits In Transit	-	-	-	-	-
Outstanding Checks	109,722.27	359,277.80	-	-	469,000.07
Total	6,791,817.71	417,319.71	104,299.95	4,107,332.32	11,420,769.69
Net Wires in Transit	-	-	-	-	-
Reconciling items	-	-	-	-	-
Balance Per Statement	\$ 6,791,817.71	\$ 417,319.71	\$ 104,299.95	\$ 4,107,332.32	11,420,769.69

TRUST & AGENCY FUND

	JPMorgan Chase Payroll	JPMorgan Chase Scholarship	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 1,489.05	\$ 518.58	\$ 540.66	\$ 2,548.29
Add - Receipts	976,918.67	0.75	0.79	976,920.21
Total	978,407.72	519.33	541.45	979,468.50
Less - Disbursements	(976,764.06)	-	-	(976,764.06)
Cash Balance - End	1,643.66	519.33	541.45	2,704.44
Deposits In Transit	-	-	-	-
Outstanding Checks	14,958.58	-	-	14,958.58
Total	16,602.24	519.33	541.45	17,663.02
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 16,602.24	\$ 519.33	\$ 541.45	\$ 17,663.02

SCHOOL LUNCH FUND

SPECIAL AID FUND

CAPITAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Federal Fund	JPMorgan Chase Capital Fund	Totals
Cash Balance - Beginning	\$ 83,369.28	\$ 9,316.51	\$ 5,876.09	\$ 92,685.79
Add - Receipts	5,501.45	285,072.48	35,017.63	290,573.93
Total	88,870.73	294,388.99	40,893.72	383,259.72
Less - Disbursements	(54,353.20)	(194,995.95)	(38,296.21)	(249,349.15)
Cash Balance - End	34,517.53	99,393.04	2,597.51	133,910.57
Deposits In Transit	(51.00)	-	-	(51.00)
Outstanding Checks	46,953.53	19,100.00	1,388.03	66,053.53
Total	81,420.06	118,493.04	3,985.54	199,913.10
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 81,420.06	\$ 118,493.04	\$ 3,985.54	199,913.10

Total Funds

11,638,345.81

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

01/31/23

COLLATERAL ANALYSIS

Bank Statement Balances - end of month

	JPMorgan Chase	Metropolitan Commercial	NY Class
		**	***
General Fund - Checking	\$ 6,791,817.71		
General Fund - NY Class		4,107,332.32	104,299.95
GF Trust & Agency - Checking	417,319.71		
Trust & Agency - Payroll	16,602.24		
Trust & Agency - Scholarship	519.33		
School Lunch Fund	81,420.06		
Federal Fund	118,493.04		
Capital Fund	3,985.54		
Trust & Agency - Student Dept	541.45		
	<u>\$ 7,430,699.08</u>	<u>\$ 4,107,332.32</u>	<u>\$ 104,299.95</u>
Less:			
FDIC - General Fund	\$ (250,000.00)	\$ (4,107,332.32)	\$ (250,000.00)
FDIC - Payroll	(16,602.24)	-	-
Bank Balances not covered by FDIC	7,164,096.84	-	-
Required Collateral	7,307,378.78	-	-
Collateral Held by 3rd Party - BNY Mellon	-		
Collateral JPMorgan Chase	(7,328,571.65)		
Collateral Held by NY Class		-	-
If this Line balance is negative COLLATERAL IS ADEQUATE !	<u>\$ (21,192.87)</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 01/26/2023: \$9,859,601.24 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
039069HM4	ARCADIA CALIF UNI SCH DIST 20430801 4.00000	2,505,000.00	2,531,227.35
612582EN2	MONTEREY PENINSULA CALIF UNI S 20440801 4.00000	8,310,000.00	8,426,173.80
Total Market Value:			10,957,401.15

Total Requirements as of 01/27/2023: \$9,804,242.06 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
34153P2Y3	FLORIDA ST BRD ED PUB ED 20300601 4.00000	7,190,000.00	7,227,100.40
902273UU3	TYLER TEX INDPT SCH DIST 20430215 5.00000	2,575,000.00	2,577,678.00
Total Market Value:			9,804,778.40

Total Requirements as of 01/30/2023: \$9,796,286.51 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
623053AX3	MOUNT SAN JACINTO CALIF CMNTY 20400801 4.00000	9,915,000.00	10,017,620.25
70917S6Z1	PENNSYLVANIA ST HIGHER EDL FAC 20490815 5.00000	820,000.00	869,052.40
Total Market Value:			10,886,672.65

Total Requirements as of 01/31/2023: \$7,324,313.06 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
495224X77	KING CNTY WASH SCH DIST NO 411 20291201 4.00000	5,330,000.00	5,361,127.20
8827236P9	TEXAS ST 20400801 5.00000	1,865,000.00	1,967,444.45
Total Market Value:			7,328,571.65



February 28, 2023

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

Board of Education:

During our claims audit procedures conducted in February 2023, we reviewed approximately 151 claims, which total \$4,305,865.19, and have noted no findings. We have approved all claims presented as valid claims against the District.

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

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

Sincerely,

Cerini & Associates LLP

Cerini & Associates, LLP
Claims Auditors



Valley Stream 24 UFSD
Warrant Summary
February 2023

The following claims on warrants listed below have been duly audited and ordered paid by Cerini & Associates, LLP (C&A).

Warrant Number	Fund	Beg Check Number	End Check Number	Number of Claims on Warrant	Approved Number of Claims	Approved Amount
37	A	1034	1034	1	1	\$ 132.00
38	A	5566	5600	47	47	\$ 743,834.25
			Wires			
39	A	5601	5601	2	2	\$ - *
40	A		Wire	1	1	\$ 827,059.66
41	A	5602	5627	38	38	\$ 580,592.30
			Wires			
42	A		Wire	1	1	\$ 1,070,574.48
9	C	1142	1142	1	1	\$ 35.00
10	C	1143	1144	2	2	\$ 29,505.15
20	F	1256	1257	4	4	\$ 111,509.18
			Wires			
21	F	1258	1258	2	2	\$ 13,558.00
			Wire			
10	H	1081	1081	1	1	\$ 847.65
29	T	1689	1693	5	5	\$ 5,329.95
30	T		Wires	18	18	\$ 282,796.86
31	T	1694	1704	11	11	\$ 341,796.69
32	T		Wires	17	17	\$ 298,294.02
			Totals	151	151	\$ 4,305,865.19

* Includes wire #240737 which was voided by the District.

The detailed documentation supporting the claims listed above has been reviewed and approved by the Claims Auditor and the payment of each certified claim verified that it was

The aforementioned function was performed by representatives of Cerini & Associates, LLP as certified below.

Cerini & Associates LLP

Claims Auditor
Cerini & Associates, LLP

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 1/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.4	BOARD OF ED EXPENSES		15,000.00	25,000.00	40,000.00	9,363.85	27,702.07	2,934.08
A 1010.45	BOARD OF ED SUPPLIES		1,200.00	0.00	1,200.00	1,031.49	0.00	168.51
1010	BOARD OF EDUCATION	*	16,200.00	25,000.00	41,200.00	10,395.34	27,702.07	3,102.59
A 1040.16	DISTRICT CLERK SALARY		15,810.00	0.00	15,810.00	8,460.45	6,458.30	891.25
A 1040.4	DISTRICT CLERK EXPENSE		250.00	0.00	250.00	130.00	0.00	120.00
A 1040.45	DISTRICT CLERK SUPPLIES		250.00	0.00	250.00	234.04	0.00	15.96
1040	DISTRICT CLERK	*	16,310.00	0.00	16,310.00	8,824.49	6,458.30	1,027.21
A 1060.4	CONTRACTUAL EXPENSE		13,500.00	0.00	13,500.00	3,910.00	2,750.00	6,840.00
A 1060.45	MATERIAL & SUPPLIES		100.00	0.00	100.00	0.00	0.00	100.00
1060	DISTRICT MEETING	*	13,600.00	0.00	13,600.00	3,910.00	2,750.00	6,940.00
10	Consolidated Payroll	**	46,110.00	25,000.00	71,110.00	23,129.83	36,910.37	11,069.80
A 1240.15	CENTRAL ADMIN SALARY		244,772.00	2,428.00	247,200.00	144,200.00	103,000.00	0.00
A 1240.16	CENTRAL OFFICE SALARIES		115,744.00	0.00	115,744.00	77,364.32	23,895.68	14,484.00
A 1240.2	SUPT. EQUIPMENT		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
A 1240.4	SUPT OFFICE EXPENSE		5,000.00	-500.00	4,500.00	130.00	3,140.00	1,230.00
A 1240.45	SUPT OFFICE SUPPLIES		2,000.00	-428.00	1,572.00	761.56	0.00	810.44
1240	CHIEF SCHOOL ADMINISTRATOR	*	369,016.00	0.00	369,016.00	222,455.88	130,035.68	16,524.44
12		**	369,016.00	0.00	369,016.00	222,455.88	130,035.68	16,524.44
A 1310.15	BUSINESS MANAGER SALARY		185,013.00	0.00	185,013.00	107,924.32	77,088.68	0.00
A 1310.16	BUSINESS OFFICE SALARIES		249,826.00	8,514.82	258,340.82	153,252.06	105,088.76	0.00
A 1310.2	BUSINESS OFFICE EQUIPMENT		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 1310.4	BUSINESS OFFICE EXPENSES		6,000.00	4,800.00	10,800.00	6,248.04	4,547.07	4.89
A 1310.407-1	OFFICE MACHINE REPAIRS		3,500.00	0.00	3,500.00	1,660.51	1,833.05	6.44
A 1310.409-7	BUSINESS OFFICE SOFTWARE		15,273.00	305.00	15,578.00	15,578.00	0.00	0.00
A 1310.45	BUSINESS OFFICE SUPPLIES		3,000.00	0.00	3,000.00	1,127.20	527.38	1,345.42
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	0.00	50,000.00	19,711.45	78,028.55	-47,740.00
1310	BUSINESS ADMINISTRATOR	*	514,712.00	13,619.82	528,331.82	305,501.58	267,113.49	-44,283.25
A 1320.4	AUDITING EXPENSE		70,000.00	45,325.00	115,325.00	54,025.00	58,300.00	3,000.00
1320	AUDITING	*	70,000.00	45,325.00	115,325.00	54,025.00	58,300.00	3,000.00
A 1325.16	TREASURER-SALARY		13,655.00	-305.00	13,350.00	7,772.94	5,552.06	25.00
A 1325.45	TREASURER SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
1325	TREASURER	*	13,855.00	-305.00	13,550.00	7,772.94	5,552.06	225.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 1/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1380.4	CONTRACTUAL EXP-FISCAL AGENT	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
1380	FISCAL AGENT FEES	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
13		603,567.00	58,639.82	662,206.82	367,299.52	330,965.55	-36,058.25
A 1420.4	ATTORNEY FEES	60,000.00	0.00	60,000.00	48,295.45	58,700.00	-46,995.45
A 1420.400-1	BOND COUNSEL	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 1420.400-2	NEGOTIATIONS ATTORNEY	35,000.00	0.00	35,000.00	11,586.91	4,208.34	19,204.75
1420	LEGAL FEES	98,000.00	0.00	98,000.00	59,882.36	62,908.34	-24,790.70
A 1430.4	PERSONNEL EXPENSES	5,500.00	0.00	5,500.00	1,771.25	2,890.50	838.25
A 1430.49	BOCES REG.TEACHER CERTIFICATION	5,000.00	3,145.00	8,145.00	8,145.00	0.00	0.00
1430	PERSONNEL	10,500.00	3,145.00	13,645.00	9,916.25	2,890.50	838.25
A 1480.4	PUBLIC INFO EXPENSES	17,000.00	0.00	17,000.00	3,299.24	7,985.56	5,715.20
1480	PUBLIC INFO AND SERVICE	17,000.00	0.00	17,000.00	3,299.24	7,985.56	5,715.20
14		125,500.00	3,145.00	128,645.00	73,097.85	73,784.40	-18,237.25
A 1620.16	CUSTODIAL SALARIES	4,962.00	8,200.41	13,162.41	7,471.50	0.00	5,690.91
A 1620.160-1	CUSTODIAL SALARIES-BAS	221,490.00	-3,110.80	218,379.20	134,867.25	83,645.30	-133.35
A 1620.160-2	CUSTODIAL SALARIES-RWC	217,212.00	-6,280.96	210,931.04	128,340.62	80,903.38	1,687.04
A 1620.160-3	CUSTODIAL SALARIES-WLB	201,350.00	1,191.35	202,541.35	123,262.09	79,279.26	0.00
A 1620.161-1	CUSTODIAL OVERTIME-BAS	18,000.00	0.00	18,000.00	12,484.01	0.00	5,515.99
A 1620.161-2	CUSTODIAL OVERTIME-RWC	12,000.00	0.00	12,000.00	7,151.55	0.00	4,848.45
A 1620.161-3	CUSTODIAL OVERTIME-WLB	20,000.00	0.00	20,000.00	11,232.15	0.00	8,767.85
A 1620.162-1	SECURITY AIDE SALARY-BAS	29,918.00	0.00	29,918.00	15,060.81	14,269.50	587.69
A 1620.162-2	SECURITY AIDE SALARY-RWC	32,060.00	0.00	32,060.00	13,817.99	14,269.50	3,972.51
A 1620.162-3	SECURITY AIDE SALARY-WLB	30,988.00	0.00	30,988.00	13,860.17	14,269.50	2,858.33
A 1620.200-1	EQUIPMENT-BAS	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
A 1620.200-2	EQUIPMENT-RWC	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
A 1620.200-3	EQUIPMENT-WLB	1,250.00	0.00	1,250.00	0.00	1,250.00	0.00
A 1620.268-1	HEATING/COOLING-BAS	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
A 1620.268-2	HEATING/COOLING-RWC	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 1620.268-3	HEATING/COOLING-WLB	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
A 1620.272-1	CLEANING EQUIPMENT-BAS	4,750.00	-4,750.00	0.00	0.00	0.00	0.00
A 1620.272-2	CLEANING EQUIPMENT-RWC	5,000.00	1,750.00	6,750.00	0.00	6,750.00	0.00
A 1620.272-3	CLEANING EQUIPMENT-WLB	4,750.00	3,000.00	7,750.00	0.00	7,750.00	0.00
A 1620.404-1	CONTRACTUAL STAFF TRAINING-BAS	1,600.00	0.00	1,600.00	0.00	1,033.00	567.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 1/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.404-2	CONTRACTUAL STAFF TRAINING-RWC	1,800.00	0.00	1,800.00	0.00	1,184.00	616.00
A 1620.404-3	CONTRACTUAL STAFF TRAINING-WLB	1,600.00	0.00	1,600.00	0.00	1,033.00	567.00
A 1620.406	FUEL/OIL	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 1620.406-11	GAS/ELECTRIC-BAS	33,500.00	0.00	33,500.00	25,542.03	7,957.97	0.00
A 1620.406-12	GAS/ELECTRIC-RWC	26,500.00	0.00	26,500.00	18,468.21	8,031.79	0.00
A 1620.406-13	GAS/ELECTRIC-WLB	55,000.00	0.00	55,000.00	16,936.09	14,263.91	23,800.00
A 1620.406-21	WATER EXPENSES-BAS	6,000.00	0.00	6,000.00	3,257.85	2,742.15	0.00
A 1620.406-22	WATER EXPENSES-RWC	8,000.00	0.00	8,000.00	2,092.76	1,657.24	4,250.00
A 1620.406-23	WATER EXPENSES-WLB	16,000.00	0.00	16,000.00	1,036.21	1,463.79	13,500.00
A 1620.406-31	TELEPHONE EXPENSES-BAS	15,000.00	0.00	15,000.00	3,503.14	9,496.86	2,000.00
A 1620.406-32	TELEPHONE EXPENSES-RWC	16,000.00	0.00	16,000.00	5,747.44	8,252.56	2,000.00
A 1620.406-33	TELEPHONE EXPENSES-WLB	19,000.00	0.00	19,000.00	5,927.62	10,072.38	3,000.00
A 1620.406-61	CONTRACTUAL ELECTRICAL-BAS	4,000.00	0.00	4,000.00	1,398.00	100.00	2,502.00
A 1620.406-62	CONTRACTUAL ELECTRICAL-RWC	4,000.00	0.00	4,000.00	2,796.00	1,100.00	104.00
A 1620.406-63	CONTRACTUAL ELECTRICAL-WLB	4,000.00	0.00	4,000.00	1,398.00	100.00	2,502.00
A 1620.406-71	PROF & TECH EXPENSE-BAS	19,000.00	0.00	19,000.00	4,702.21	4,643.29	9,654.50
A 1620.406-72	PROF & TECH EXPENSE-RWC	14,000.00	0.00	14,000.00	2,667.93	5,223.31	6,108.76
A 1620.406-73	PROF & TECH EXPENSE-WLB	10,000.00	0.00	10,000.00	4,712.30	4,633.19	654.51
A 1620.407-21	CLEANING EXPENSES-BAS	7,000.00	0.00	7,000.00	867.76	632.24	5,500.00
A 1620.407-22	CLEANING EXPENSES-RWC	6,000.00	0.00	6,000.00	873.01	626.99	4,500.00
A 1620.407-23	CLEANING EXPENSES-WLB	7,000.00	0.00	7,000.00	959.55	540.45	5,500.00
A 1620.407-51	SECURITY-BAS	55,000.00	0.00	55,000.00	47,325.85	49,909.80	-42,235.65
A 1620.407-52	SECURITY-RWC	55,000.00	0.00	55,000.00	42,777.35	50,007.27	-37,784.62
A 1620.407-53	SECURITY-WLB	65,000.00	0.00	65,000.00	42,270.01	50,007.61	-27,277.62
A 1620.457-21	CLEANING SUPPLIES-BAS	16,000.00	0.00	16,000.00	6,339.25	4,385.75	5,275.00
A 1620.457-22	CLEANING SUPPLIES-RWC	14,500.00	0.00	14,500.00	6,460.27	4,614.73	3,425.00
A 1620.457-23	CLEANING SUPPLIES-WLB	14,500.00	0.00	14,500.00	6,736.51	4,618.49	3,145.00
A 1620.458-21	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,098.05	164.45	337.50
A 1620.458-22	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,676.32	123.68	0.00
A 1620.458-23	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	1,094.64	167.86	337.50
1620	OPERATION MAINT/PLANT	1,315,480.00	0.00	1,315,480.00	726,212.50	552,674.20	36,593.30
A 1621.16	MAINTENANCE SALARIES	210,613.00	1,150.00	211,763.00	123,931.76	87,808.24	23.00
A 1621.161	MAINTENANCE OVERTIME SALARIES	0.00	0.00	0.00	0.00	30.14	-30.14

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.161-2	MAINTENANCE OVERTIME SALARIES-RWC	10,000.00	-1,150.00	8,850.00	30.14	0.00	8,819.86
A 1621.200-1	EQUIPMENT-BAS	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
A 1621.200-2	EQUIPMENT-RWC	1,500.00	0.00	1,500.00	0.00	1,475.55	24.45
A 1621.200-3	EQUIPMENT-WLB	1,250.00	0.00	1,250.00	0.00	725.55	524.45
A 1621.268-1	HEATING/COOLING-BAS	325.00	0.00	325.00	0.00	0.00	325.00
A 1621.268-2	HEATING/COOLING-RWC	350.00	0.00	350.00	0.00	0.00	350.00
A 1621.268-3	HEATING/COOLING-WLB	325.00	0.00	325.00	0.00	0.00	325.00
A 1621.280-1	GROUNDS-BAS	2,100.00	0.00	2,100.00	0.00	0.00	2,100.00
A 1621.280-2	GROUNDS-RWC	2,800.00	0.00	2,800.00	2,800.00	0.00	0.00
A 1621.280-3	GROUNDS-WLB	2,100.00	0.00	2,100.00	0.00	0.00	2,100.00
A 1621.283-1	AUTOMOTIVE EQUIPMENT-BAS	600.00	0.00	600.00	0.00	0.00	600.00
A 1621.283-2	AUTOMOTIVE EQUIPMENT-RWC	700.00	0.00	700.00	143.25	0.00	556.75
A 1621.283-3	AUTOMOTIVE EQUIPMENT-WLB	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.406-4	MILEAGE	1,000.00	0.00	1,000.00	499.65	150.35	350.00
A 1621.406-5	ELEC/MAINTENANCE EXPENSE	500.00	0.00	500.00	46.06	0.00	453.94
A 1621.406-51	ELEC/MAINTENANCE EXPENSE-BAS	500.00	0.00	500.00	46.06	0.00	453.94
A 1621.406-52	ELEC/MAINTENANCE EXPENSE-RWC	500.00	0.00	500.00	46.06	0.00	453.94
A 1621.406-81	HEATING/COOLING EXPENSE-BAS	12,000.00	1,650.00	13,650.00	8,132.70	6,686.30	-1,169.00
A 1621.406-82	HEATING/COOLING EXPENSE-RWC	11,000.00	2,000.00	13,000.00	9,223.69	3,776.31	0.00
A 1621.406-83	HEATING/COOLING EXPENSE-WLB	12,000.00	350.00	12,350.00	9,608.67	2,741.33	0.00
A 1621.406-91	PLUMBING EXPENSE-BAS	2,000.00	0.00	2,000.00	878.94	401.06	720.00
A 1621.406-92	PLUMBING EXPENSE-RWC	1,000.00	0.00	1,000.00	588.46	566.54	-155.00
A 1621.406-93	PLUMBING EXPENSE-WLB	1,000.00	0.00	1,000.00	300.00	405.00	295.00
A 1621.407-01	REPAIRS-GENERAL-BAS	10,000.00	-2,000.00	8,000.00	4,453.15	1,176.85	2,370.00
A 1621.407-02	REPAIRS-GENERAL-RWC	7,500.00	-2,000.00	5,500.00	4,181.50	361.50	957.00
A 1621.407-03	REPAIRS-GENERAL-WLB	7,500.00	0.00	7,500.00	5,267.58	251.42	1,981.00
A 1621.407-3	SITE WORK	37,000.00	2,732.25	39,732.25	7,305.75	8,355.72	24,070.78
A 1621.407-30-2	PLAYGROUND MAINTENANCE-BAS	2,500.00	-2,050.00	450.00	450.00	0.00	0.00
A 1621.407-30-3	PLAYGROUND MAINTENANCE-RWC	2,500.00	-2,050.00	450.00	450.00	0.00	0.00
A 1621.407-30-4	PLAYGROUND MAINTENANCE-WLB	2,500.00	0.00	2,500.00	450.00	0.00	2,050.00
A 1621.407-31-2	ATHLETIC FIELDS-BAS	3,500.00	0.00	3,500.00	125.00	50.00	3,325.00
A 1621.407-31-3	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	325.00	50.00	3,375.00
A 1621.407-31-4	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	0.00	50.00	3,700.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.450-1	MATERIAL & SUPPLIES-BAS	6,650.00	-718.58	5,931.42	503.31	2,016.03	3,412.08
A 1621.450-2	MATERIAL & SUPPLIES-RWC	6,700.00	-172.05	6,527.95	2,912.51	1,553.30	2,062.14
A 1621.450-3	MATERIAL & SUPPLIES-WLB	6,650.00	0.00	6,650.00	785.93	2,290.83	3,573.24
A 1621.455-1	PLAYGROUND MATERIAL & SUPPLIES-BAS	0.00	2,768.58	2,768.58	0.00	2,768.58	0.00
A 1621.455-2	PLAYGROUND MATERIAL & SUPPLIES-RWC	0.00	4,037.54	4,037.54	0.00	4,037.54	0.00
A 1621.456-51	ELEC/MAINTENANCE-BAS	3,100.00	0.00	3,100.00	0.00	350.00	2,750.00
A 1621.456-52	ELEC/MAINTENANCE-RWC	2,950.00	2,113.20	5,063.20	2,361.12	102.08	2,600.00
A 1621.456-53	ELEC/MAINTENANCE-WLB	2,950.00	0.00	2,950.00	0.00	350.00	2,600.00
A 1621.456-61	INTERCOM/EMERG LIGHTS-BAS	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.456-62	INTERCOM/EMERG LIGHTS-RWC	600.00	0.00	600.00	475.68	0.00	124.32
A 1621.456-63	INTERCOM/EMERG LIGHTS-WLB	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.456-81	HEATING/COOLING SUPPLIES-BAS	1,700.00	0.00	1,700.00	0.00	200.00	1,500.00
A 1621.456-82	HEATING/COOLING SUPPLIES-RWC	1,700.00	0.00	1,700.00	0.00	200.00	1,500.00
A 1621.456-83	HEATING/COOLING SUPPLIES-WLB	1,600.00	0.00	1,600.00	42.29	200.00	1,357.71
A 1621.457-01	REPAIRS-GENERAL-BAS	5,000.00	0.00	5,000.00	2,569.42	866.62	1,563.96
A 1621.457-02	REPAIRS-GENERAL-RWC	5,000.00	2,767.86	7,767.86	4,841.69	438.64	2,487.53
A 1621.457-03	REPAIRS-GENERAL-WLB	5,000.00	0.00	5,000.00	101.38	4,898.62	0.00
A 1621.457-61	HARDWARE-BAS	1,000.00	0.00	1,000.00	33.44	241.56	725.00
A 1621.457-62	HARDWARE-RWC	1,000.00	0.00	1,000.00	144.57	130.43	725.00
A 1621.457-63	HARDWARE-WLB	1,000.00	0.00	1,000.00	85.82	289.18	625.00
A 1621.457-71	CARPENTRY-BAS	2,750.00	0.00	2,750.00	184.37	1,965.63	600.00
A 1621.457-72	CARPENTRY-RWC	2,650.00	1,400.00	4,050.00	3,470.98	479.02	100.00
A 1621.457-73	CARPENTRY-WLB	2,600.00	0.00	2,600.00	534.06	1,615.94	450.00
A 1621.457-81	GLAZING-BAS	300.00	0.00	300.00	0.00	200.00	100.00
A 1621.457-82	GLAZING-RWC	350.00	0.00	350.00	0.00	200.00	150.00
A 1621.457-83	GLAZING-WLB	350.00	0.00	350.00	0.00	200.00	150.00
A 1621.457-91	PAINTING-BAS	1,000.00	0.00	1,000.00	55.93	244.07	700.00
A 1621.457-92	PAINTING-RWC	1,000.00	0.00	1,000.00	61.48	238.52	700.00
A 1621.457-93	PAINTING-WLB	1,000.00	0.00	1,000.00	562.38	137.62	300.00
A 1621.458-01	GROUNDS-BAS	1,650.00	0.00	1,650.00	0.00	100.00	1,550.00
A 1621.458-02	GROUNDS-RWC	1,650.00	0.00	1,650.00	0.00	100.00	1,550.00
A 1621.458-03	GROUNDS-WLB	1,700.00	0.00	1,700.00	0.00	100.00	1,600.00
A 1621.458-31	AUTOMOTIVE-BAS	1,333.00	0.00	1,333.00	360.69	629.31	343.00

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.458-32	AUTOMOTIVE-RWC		1,333.00	0.00	1,333.00	555.67	834.33	-57.00
A 1621.458-33	AUTOMOTIVE-WLB		1,334.00	0.00	1,334.00	360.69	629.31	344.00
1621	MAINTENANCE OF PLANT	*	431,613.00	10,828.80	442,441.80	200,286.83	143,669.02	98,485.95
A 1670.400-1	CENTRAL PRINTING EXPENSE-BAS		5,650.00	0.00	5,650.00	493.60	3,646.80	1,509.60
A 1670.400-2	CENTRAL PRINTING EXPENSE-RWC		5,650.00	0.00	5,650.00	493.60	3,646.80	1,509.60
A 1670.400-3	CENTRAL PRINTING EXPENSE-WLB		5,700.00	0.00	5,700.00	1,026.40	4,013.40	660.20
A 1670.401	OUTSIDE PRINTING SERVICES		5,000.00	0.00	5,000.00	3,135.00	0.00	1,865.00
1670	CENTRAL PRINTING AND MAILING	*	22,000.00	0.00	22,000.00	5,148.60	11,307.00	5,544.40
A 1680.45	DATA PROC SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
A 1680.49	BOCES TEST SCORE		48,000.00	0.00	48,000.00	9,836.66	38,163.34	0.00
A 1680.490-1	BOCES DATA WAREHOUSING		120,000.00	0.00	120,000.00	56,074.25	63,925.75	0.00
1680	DATA PROCESSING DISTRICT	*	168,500.00	0.00	168,500.00	65,910.91	102,089.09	500.00
16		**	1,937,593.00	10,828.80	1,948,421.80	997,558.84	809,739.31	141,123.65
A 1910.4	UNALLOCATED INS		166,000.00	0.00	166,000.00	157,433.70	7,608.30	958.00
1910	UNALLOCATED INSURANCE	*	166,000.00	0.00	166,000.00	157,433.70	7,608.30	958.00
A 1920.4	SCHOOL ASSOC DUES		18,000.00	0.00	18,000.00	13,475.00	0.00	4,525.00
1920	SCHOOL ASSOCIATION DUES	*	18,000.00	0.00	18,000.00	13,475.00	0.00	4,525.00
A 1930.4	CLAIMS/JUDGEMENT		600.00	0.00	600.00	0.00	0.00	600.00
1930	JUDGMENTS & CLAIMS	*	600.00	0.00	600.00	0.00	0.00	600.00
A 1981.49	BOCES AMIN		112,725.00	0.00	112,725.00	112,725.17	0.00	-0.17
A 1981.492	BOCES RENTAL		10,861.00	0.00	10,861.00	3,620.20	7,240.80	0.00
A 1981.493	BOCES CAPITAL		19,104.00	0.00	19,104.00	19,104.43	0.00	-0.43
1981	ADMIN CHARGE-BOCES	*	142,690.00	0.00	142,690.00	135,449.80	7,240.80	-0.60
19	Disability Insurance	**	327,290.00	0.00	327,290.00	306,358.50	14,849.10	6,082.40
1		***	3,409,076.00	97,613.62	3,506,689.62	1,989,900.42	1,396,284.41	120,504.79
A 2010.15	CURRICULUM-PROFESSIONAL SALARIES		0.00	0.00	0.00	0.00	0.00	0.00
A 2010.150	ASSISTANT SUPERINTENDENT		189,426.00	0.00	189,426.00	110,450.76	78,893.24	82.00
A 2010.16	CURRICULUM SALARIES		12,000.00	-4,800.00	7,200.00	0.00	0.00	7,200.00
A 2010.4	CURRICULUM DEVEL EXPENSE		2,000.00	0.00	2,000.00	100.00	0.00	1,900.00
A 2010.45	CURRICULUM DEVEL SUPPLIES		3,000.00	0.00	3,000.00	1,372.74	0.00	1,627.26
A 2010.451	DUP PAPER/REPT CARD		5,000.00	0.00	5,000.00	970.00	1,030.00	3,000.00
A 2010.49	BOCES CURRICULUM DEVELOPMENT		47,000.00	15,403.10	62,403.10	43,576.59	16,352.46	2,474.05
2010	CURR. DEV./SUPERVISION	*	258,426.00	10,603.10	269,029.10	156,470.09	96,275.70	16,283.31

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2020.15	BUILDING PRINCIPALS SALARIES	317,693.00	0.00	317,693.00	170,057.02	121,469.10	26,166.88
A 2020.150-1	BUILDING PRINCIPALS SALARIES-BAS	181,981.00	0.00	181,981.00	106,120.00	75,800.00	61.00
A 2020.150-2	BUILDING PRINCIPALS SALARIES-RWC	161,734.00	0.00	161,734.00	94,344.20	67,388.80	1.00
A 2020.150-3	BUILDING PRINCIPALS SALARIES-WLB	148,920.00	0.00	148,920.00	86,275.00	61,625.00	1,020.00
A 2020.160-1	BUILDG OFFICE SALARIES-BAS	42,768.00	4,543.50	47,311.50	27,088.14	20,223.36	0.00
A 2020.160-2	BUILDG OFFICE SALARIES-RWC	57,300.00	6,142.66	63,442.66	36,409.94	27,032.72	0.00
A 2020.160-3	BUILDG OFFICE SALARIES-WLB	44,970.00	5,801.75	50,771.75	29,532.18	21,239.57	0.00
A 2020.4	SUPERVISION EXPENSES	1,000.00	0.00	1,000.00	137.69	312.31	550.00
A 2020.401	SUPERVISION-BAS	200.00	0.00	200.00	0.00	0.00	200.00
A 2020.401-97	SUPERVISION-P/C-BAS	500.00	0.00	500.00	148.24	351.76	0.00
A 2020.402	SUPERVISION-WLB	200.00	0.00	200.00	0.00	0.00	200.00
A 2020.402-97	SUPERVISION-P/C-WLB	300.00	0.00	300.00	109.21	190.79	0.00
A 2020.403	SUPERVISION-RWC	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.403-97	SUPERVISION-P/C-RWC	500.00	0.00	500.00	50.00	450.00	0.00
A 2020.451	SUPERVISION-BAS	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.451-10	OFFICE PAPER-BAS	6,000.00	0.00	6,000.00	3,510.00	2,490.00	0.00
A 2020.451-20	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	2,805.00	3,195.00	1,000.00
A 2020.451-30	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	3,795.00	3,205.00	1,500.00
A 2020.452	SUPERVISION-WLB	500.00	0.00	500.00	0.00	0.00	500.00
A 2020.453	SUPERVISION-RWC	300.00	0.00	300.00	0.00	0.00	300.00
2020	SUPER. REG. SCHOOL	981,366.00	16,487.91	997,853.91	560,381.62	404,973.41	32,498.88
A 2060.15	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	15,847.30	11,319.58	2,833.12
2060	RESEARCH PLAN/EVAL	30,000.00	0.00	30,000.00	15,847.30	11,319.58	2,833.12
A 2070.40	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2070.41	INSERVICE TRNG-BAS	500.00	0.00	500.00	275.00	0.00	225.00
A 2070.42	INSERVICE TRNG-WLB	500.00	0.00	500.00	275.00	0.00	225.00
A 2070.43	INSERVICE TRNG-RWC	500.00	0.00	500.00	165.00	0.00	335.00
A 2070.44	INSERVICE TRNG-D.W.	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2070.444	STAFF DEVELOPMENT	10,000.00	-3,595.00	6,405.00	1,006.33	0.00	5,398.67
A 2070.490	BOCES STAFF DEVELOPMENT	25,000.00	450.00	25,450.00	6,966.53	18,033.47	450.00
2070	IN-SERV TRAIN-INSTR.	38,500.00	-3,145.00	35,355.00	8,687.86	18,033.47	8,633.67
20	Group Insurance	1,308,292.00	23,946.01	1,332,238.01	741,386.87	530,602.16	60,248.98
A 2110.12	TEACHERS 1-6 SALARIES	879,100.00	-473,156.24	405,943.76	117,458.52	157,612.98	130,872.26

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.120-1	TEACHERS 1-6 SALARIES-BAS	2,320,026.00	22,268.01	2,342,294.01	1,014,741.59	1,331,132.92	-3,580.50
A 2110.120-2	TEACHERS 1-6 SALARIES-RWC	2,771,555.00	0.00	2,771,555.00	1,210,205.24	1,551,567.76	9,782.00
A 2110.120-3	TEACHERS 1-6 SALARIES-WLB	2,112,242.00	-22,268.01	2,089,973.99	855,174.86	1,160,026.54	74,772.59
A 2110.121	KINDERGARTEN TEACHERS SALARIES	159,737.00	-39,084.73	120,652.27	0.00	0.00	120,652.27
A 2110.121-1	KINDERGARTEN TEACHERS SALARIES-BAS	188,532.00	0.00	188,532.00	78,212.36	110,053.64	266.00
A 2110.121-2	KINDERGARTEN TEACHERS SALARIES-RWC	204,384.00	2,241.00	206,625.00	92,207.32	114,417.68	0.00
A 2110.121-3	KINDERGARTEN TEACHERS SALARIES-WLB	155,788.00	3,307.00	159,095.00	66,093.68	93,001.32	0.00
A 2110.123	AFTER SCHOOL PROGRAMS	0.00	10,757.00	10,757.00	5,378.50	5,378.50	0.00
A 2110.123-1	AFTER SCHOOL PROGRAMS-BAS	6,650.00	2,318.50	8,968.50	3,820.30	3,820.20	1,328.00
A 2110.123-2	AFTER SCHOOL PROGRAMS-RWC	6,700.00	1,995.57	8,695.57	4,375.17	4,320.40	0.00
A 2110.123-3	AFTER SCHOOL PROGRAMS-WLB	6,650.00	2,631.50	9,281.50	4,425.82	4,525.18	330.50
A 2110.124-1	SUPPORT SERVICES SALARIES-BAS	242,980.00	179,637.55	422,617.55	205,057.07	217,560.48	0.00
A 2110.124-2	SUPPORT SERVICES SALARIES-RWC	284,586.00	87,517.00	372,103.00	154,584.68	217,518.32	0.00
A 2110.124-3	SUPPORT SERVICES SALARIES-WLB	291,274.00	60,600.69	351,874.69	144,811.52	210,964.85	-3,901.68
A 2110.129-1	EXTRA DUTIES/SERVICES-BAS	15,000.00	0.00	15,000.00	10,930.47	0.00	4,069.53
A 2110.129-2	EXTRA DUTIES/SERVICES-RWC	10,000.00	0.00	10,000.00	7,070.96	0.00	2,929.04
A 2110.129-3	EXTRA DUTIES/SERVICES-WLB	25,000.00	0.00	25,000.00	8,069.02	0.00	16,930.98
A 2110.140-1	SUB TEACHERS SALARIES-BAS	25,000.00	20,000.00	45,000.00	29,127.50	0.00	15,872.50
A 2110.140-2	SUB TEACHERS SALARIES-RWC	25,000.00	0.00	25,000.00	23,880.00	0.00	1,120.00
A 2110.140-3	SUB TEACHERS SALARIES-WLB	90,000.00	-20,000.00	70,000.00	31,733.94	0.00	38,266.06
A 2110.16	LCH/CRM/CPY AIDES	0.00	0.00	0.00	0.00	0.00	0.00
A 2110.160-1	LCH/CRM/CPY AIDES-BAS	182,324.00	0.00	182,324.00	69,420.43	26,973.40	85,930.17
A 2110.160-2	LCH/CRM/CPY AIDES-RWC	127,324.00	0.00	127,324.00	73,587.34	27,120.44	26,616.22
A 2110.160-3	LCH/CRM/CPY AIDES-WLB	152,417.00	0.00	152,417.00	65,920.39	27,145.33	59,351.28
A 2110.239	INSTRU MUSIC	5,000.00	0.00	5,000.00	2,848.00	0.00	2,152.00
A 2110.400-71	COPIER LEASES-BAS	25,000.00	0.00	25,000.00	7,531.07	8,879.19	8,589.74
A 2110.400-72	COPIER LEASES-WLB	38,000.00	0.00	38,000.00	3,918.83	10,473.91	23,607.26
A 2110.400-73	COPIER LEASES-RWC	17,000.00	0.00	17,000.00	8,024.04	7,825.64	1,150.32
A 2110.402-4	SOCIAL STUDIES	2,900.00	0.00	2,900.00	0.00	0.00	2,900.00
A 2110.402-71	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-72	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-73	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.402-81	SCIENCE-BAS	175.00	0.00	175.00	0.00	0.00	175.00
A 2110.402-82	SCIENCE-RWC	150.00	0.00	150.00	0.00	0.00	150.00
A 2110.402-83	SCIENCE-WLB	175.00	0.00	175.00	0.00	0.00	175.00
A 2110.402-91	ESL-BAS	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.402-92	ESL-RWC	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.402-93	ESL-WLB	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-51	PHYSICAL ED-BAS	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-52	PHYSICAL ED-RWC	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-53	PHYSICAL ED-WLB	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-81	VOCAL MUSIC-BAS	150.00	-70.53	79.47	58.31	0.00	21.16
A 2110.403-82	VOCAL MUSIC-RWC	175.00	-31.53	143.47	58.32	0.00	85.15
A 2110.403-83	VOCAL MUSIC-WLB	175.00	-29.61	145.39	58.32	0.00	87.07
A 2110.403-91	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	492.99	0.00	1,507.01
A 2110.403-92	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	512.99	0.00	1,487.01
A 2110.403-93	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	493.98	0.00	1,506.02
A 2110.404-5	OUTDOOR EDUCATION	600.00	0.00	600.00	0.00	0.00	600.00
A 2110.405-4	CHALLENGE	850.00	0.00	850.00	525.00	0.00	325.00
A 2110.406-41	STAFF MILEAGE-BAS	500.00	0.00	500.00	27.79	122.21	350.00
A 2110.406-42	STAFF MILEAGE-RWC	500.00	0.00	500.00	34.41	265.59	200.00
A 2110.406-43	STAFF MILEAGE-WLB	500.00	0.00	500.00	15.08	334.92	150.00
A 2110.450-1	BAS-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	8,266.34	479.44	1,254.22
A 2110.450-2	WLB-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	6,361.70	1,148.64	2,489.66
A 2110.450-3	RWC-GENERAL INSTR SUPPLIES	16,000.00	-152.55	15,847.45	12,591.36	2,831.76	424.33
A 2110.450-4	MATH SUPPLIES	16,600.00	-8,000.00	8,600.00	1,046.08	0.00	7,553.92
A 2110.451-01	BAS-KINDERGARTEN	2,000.00	0.00	2,000.00	1,967.78	0.00	32.22
A 2110.451-02	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	1,039.73	0.00	460.27
A 2110.451-03	RWC-KINDERGARTEN	2,500.00	0.00	2,500.00	2,016.29	0.00	483.71
A 2110.452-41	READING SUPPLIES-BAS	2,000.00	0.00	2,000.00	988.08	366.74	645.18
A 2110.452-42	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	1,935.90	0.00	64.10
A 2110.452-43	READING SUPPLIES-RWC	2,000.00	0.00	2,000.00	1,577.24	0.00	422.76
A 2110.452-51	EARLY INTERV SUPPLIES-BAS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.452-52	EARLY INTERV SUPPLIES-WLB	1,000.00	0.00	1,000.00	520.95	0.00	479.05
A 2110.452-53	EARLY INTERV SUPPLIES-RWC	1,000.00	0.00	1,000.00	947.39	0.00	52.61

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A 2110.452-71	HEALTH-BAS	700.00	0.00	700.00	0.00	0.00	700.00
A 2110.452-72	HEALTH-RWC	650.00	0.00	650.00	0.00	0.00	650.00
A 2110.452-73	HEALTH-WLB	650.00	0.00	650.00	0.00	0.00	650.00
A 2110.452-81	SCIENCE-BAS	1,200.00	0.00	1,200.00	308.42	240.75	650.83
A 2110.452-82	SCIENCE-RWC	1,200.00	0.00	1,200.00	969.06	0.00	230.94
A 2110.452-83	SCIENCE-WLB	1,200.00	0.00	1,200.00	880.03	0.00	319.97
A 2110.452-91	ESL-BAS	400.00	0.00	400.00	125.39	3.01	271.60
A 2110.452-92	ESL-RWC	300.00	0.00	300.00	246.36	0.00	53.64
A 2110.452-93	ESL-WLB	300.00	0.00	300.00	260.47	0.00	39.53
A 2110.453-01	BAS-ART	3,300.00	0.00	3,300.00	1,964.14	0.00	1,335.86
A 2110.453-02	WLB-ART	3,300.00	0.00	3,300.00	1,734.36	0.00	1,565.64
A 2110.453-03	RWC-ART	3,800.00	0.00	3,800.00	3,385.97	0.00	414.03
A 2110.453-51	BAS-PHYSICAL ED	1,300.00	0.00	1,300.00	1,035.16	0.00	264.84
A 2110.453-52	WLB-PHYSICAL ED	1,300.00	0.00	1,300.00	133.28	80.50	1,086.22
A 2110.453-53	RWC-PHYSICAL ED	1,600.00	0.00	1,600.00	1,095.30	0.00	504.70
A 2110.453-81	VOCAL MUSIC-BAS	790.00	121.38	911.38	911.38	0.00	0.00
A 2110.453-82	VOCAL MUSIC-RWC	930.00	82.38	1,012.38	1,012.38	0.00	0.00
A 2110.453-83	VOCAL MUSIC-WLB	780.00	80.46	860.46	860.46	0.00	0.00
A 2110.453-91	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	1,651.36	0.00	348.64
A 2110.453-92	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	1,561.89	91.82	346.29
A 2110.453-93	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	1,470.69	77.86	451.45
A 2110.455-01	BAS-SUPPLEMENTAL	2,000.00	0.00	2,000.00	1,772.45	0.00	227.55
A 2110.455-02	WLB-SUPPLEMENTAL	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 2110.455-03	RWC-SUPPLEMENTAL	3,700.00	0.00	3,700.00	0.00	0.00	3,700.00
A 2110.455-4	CHALLENGE	2,800.00	0.00	2,800.00	2,263.46	0.00	536.54
A 2110.455-41	BAS-CHALLENGE	1,255.00	0.00	1,255.00	1,004.00	0.00	251.00
A 2110.455-42	WLB-CHALLENGE	1,300.00	0.00	1,300.00	257.00	0.00	1,043.00
A 2110.455-43	RWC-CHALLENGE	1,495.00	0.00	1,495.00	794.11	0.00	700.89
A 2110.456	District Workbooks	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 2110.47	TUITION	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
A 2110.473	CHARTER SCHOOL TUITION	48,000.00	25,000.00	73,000.00	32,404.99	28,510.68	12,084.33
A 2110.48	TEXTBOOKS	16,000.00	0.00	16,000.00	7,459.96	8,540.04	0.00
A 2110.480-1	BAS TEXTBOOKS	8,500.00	0.00	8,500.00	6,827.45	400.00	1,272.55

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A 2110.480-2	WLB TEXTBOOKS	8,800.00	0.00	8,800.00	2,673.76	400.00	5,726.24
A 2110.480-3	RWC TEXTBOOKS	11,000.00	0.00	11,000.00	10,270.09	400.00	329.91
A 2110.482-41	READING/SUPPORT TEXTBOOKS BAS	2,500.00	0.00	2,500.00	44.17	0.00	2,455.83
A 2110.482-42	READING/SUPPORT TEXTBOOKS WLB	2,500.00	0.00	2,500.00	2,434.65	0.00	65.35
A 2110.482-43	READING/SUPPORT TEXTBOOKS RWC	2,700.00	0.00	2,700.00	2,700.00	0.00	0.00
A 2110.482-9	ESL TEXTBOOKS	2,300.00	0.00	2,300.00	1,601.03	0.00	698.97
A 2110.484	MATH TEXTBOOKS	16,000.00	0.00	16,000.00	0.00	0.00	16,000.00
A 2110.485	SCIENCE TEXTBOOKS	8,200.00	0.00	8,200.00	0.00	0.00	8,200.00
A 2110.492-9	ESL	23,000.00	0.00	23,000.00	10,375.40	12,624.60	0.00
A 2110.494-5	OUTDOOR EDUCATION	33,000.00	0.00	33,000.00	-9,800.00	33,000.00	9,800.00
A 2110.495-5	BOCES-ARTS IN EDUC	25,000.00	0.00	25,000.00	9,367.27	15,632.73	0.00
2110	REGULAR SCHOOL	10,736,469.00	-144,235.16	10,592,233.84	4,442,200.54	5,395,869.97	754,163.33
21	New York State Income Tax	10,736,469.00	-144,235.16	10,592,233.84	4,442,200.54	5,395,869.97	754,163.33
A 2250.150-1	RR/SPEECH/CID SALARIES-BAS	231,111.00	40,223.63	271,334.63	112,187.79	159,146.84	0.00
A 2250.150-2	RR/SPEECH/CID SALARIES-RWC	361,534.00	334,061.83	695,595.83	300,304.52	395,291.31	0.00
A 2250.150-3	RR/SPEECH/CID SALARIES-WLB	502,488.00	80,216.91	582,704.91	242,158.02	340,546.89	0.00
A 2250.151-1	INCLUSION TEACHERS SALARIES-BAS	664,758.00	-180,355.60	484,402.40	200,847.72	283,554.68	0.00
A 2250.151-2	INCLUSION TEACHERS SALARIES-RWC	808,558.00	-549,082.28	259,475.72	103,656.16	135,907.84	19,911.72
A 2250.152	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 2250.16	CSE OFFICE SALARIES	130,237.00	5,107.00	135,344.00	78,950.76	56,393.24	0.00
A 2250.160-3	CSE CLASSROOM AIDES-WLB	0.00	0.00	0.00	0.00	0.00	0.00
A 2250.161	INCLUSION AIDES SALARIES	0.00	62,284.72	62,284.72	26,768.72	35,516.00	0.00
A 2250.161-1	INCLUSION AIDES SALARIES-BAS	19,287.00	26,455.23	45,742.23	20,408.97	24,072.00	1,261.26
A 2250.161-2	INCLUSION AIDES SALARIES-RWC	60,037.00	85,280.63	145,317.63	64,548.92	80,768.71	0.00
A 2250.161-3	INCLUSION AIDES SALARIES-WLB	76,214.00	100,914.93	177,128.93	79,091.67	98,537.26	-500.00
A 2250.2	SPECIAL ED EQUIP GENERAL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.237	CID EQUIPMENT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.4	SPECIAL ED EXPENSES	335,000.00	35,294.26	370,294.26	108,040.59	238,721.14	23,532.53
A 2250.400-1	Copy Machine Lease Service	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
A 2250.403-97	PETTY CASH	100.00	0.00	100.00	0.00	100.00	0.00
A 2250.45	SPECIAL ED SUPPLIES	5,000.00	2,107.60	7,107.60	4,360.77	107.93	2,638.90
A 2250.451	OFFICE PAPER-CSE	500.00	0.00	500.00	0.00	0.00	500.00
A 2250.453-41	SPEECH SUPPLIES-BAS	300.00	0.00	300.00	199.73	0.00	100.27

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A 2250.453-42	SPEECH SUPPLIES-RWC		350.00	0.00	350.00	330.27	0.00	19.73
A 2250.453-43	SPEECH SUPPLIES-WLB		350.00	0.00	350.00	60.85	0.00	289.15
A 2250.453-5	SPECIAL ED-SPEECH K		500.00	0.00	500.00	416.89	0.00	83.11
A 2250.453-61	RESOURCE ROOM-BAS		0.00	667.00	667.00	306.17	0.00	360.83
A 2250.453-62	RESOURCE ROOM-RWC		1,000.00	-333.00	667.00	499.39	0.00	167.61
A 2250.453-63	RESOURCE ROOM-WLB		1,000.00	-334.00	666.00	275.21	226.27	164.52
A 2250.453-72	CID SUPPLIES-RWC		660.00	0.00	660.00	475.23	0.00	184.77
A 2250.453-73	CID SUPPLIES-WLB		1,340.00	0.00	1,340.00	938.48	0.00	401.52
A 2250.477	SPECIAL ED-TUITION		644,143.00	412,955.00	1,057,098.00	351,116.72	700,883.28	5,098.00
A 2250.483-7	CID TEXTBOOKS		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.490	BOCES SERVICES		2,516,411.00	-160,259.00	2,356,152.00	459,925.36	1,896,226.64	0.00
2250	HANDICAPPED PROGRAM	*	6,372,378.00	295,204.86	6,667,582.86	2,155,868.91	4,446,000.03	65,713.92
22	Federal Income Tax	**	6,372,378.00	295,204.86	6,667,582.86	2,155,868.91	4,446,000.03	65,713.92
A 2330.45	SUMMER SCHOOL SUPPLIES		1,000.00	0.00	1,000.00	0.00	175.00	825.00
A 2330.49	BOCES SUMMER SCHOOL		75,000.00	0.00	75,000.00	0.00	27,260.00	47,740.00
2330	OTHER SPEC. SCHOOLS	*	76,000.00	0.00	76,000.00	0.00	27,435.00	48,565.00
23	Income Executions	**	76,000.00	0.00	76,000.00	0.00	27,435.00	48,565.00
A 2610.150-1	LIBRARY SALARIES-BAS		81,117.00	3,453.00	84,570.00	35,133.34	49,436.66	0.00
A 2610.150-2	LIBRARY SALARIES-RWC		70,641.00	472.50	71,113.50	28,864.82	42,248.68	0.00
A 2610.150-3	LIBRARY SALARIES-WLB		138,205.00	-2,762.00	135,443.00	56,267.76	79,175.24	0.00
A 2610.2	EQUIPMENT-LIBRARY		1,000.00	28,953.69	29,953.69	29,953.69	0.00	0.00
A 2610.250-0	AUDIO VISUAL EQUIPMENT		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 2610.405	AUDIO VISUAL EXPENSES		2,500.00	-399.73	2,100.27	468.60	335.64	1,296.03
A 2610.45	LIBRARY SUPPLIES		1,800.00	53,739.39	55,539.39	54,127.89	1,097.94	313.56
A 2610.451	LIBRARY BOOKS-BAS		6,800.00	0.00	6,800.00	0.00	5,343.77	1,456.23
A 2610.452	LIBRARY BOOKS-RWC		7,985.00	0.00	7,985.00	0.00	6,479.96	1,505.04
A 2610.453	LIBRARY BOOKS-WLB		6,715.00	-148.03	6,566.97	5,962.97	604.00	0.00
A 2610.455	AUDIO VISUAL SUPPLIES		1,500.00	956.76	2,456.76	2,357.76	99.00	0.00
A 2610.46	LIBRARY COMPUTER SOFTWARE		3,000.00	-1,096.94	1,903.06	0.00	0.00	1,903.06
A 2610.49	BOCES		25,000.00	0.00	25,000.00	7,776.52	17,223.48	0.00
2610	LIBRARY	*	347,263.00	82,168.64	429,431.64	220,913.35	202,044.37	6,473.92
A 2630.12	COMPUTER SALARY		103,995.00	38,572.20	142,567.20	63,675.96	79,175.24	-284.00
A 2630.120-2	COMPUTER SALARY-RWC		0.00	33,536.73	33,536.73	12,501.17	21,035.56	0.00

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A 2630.2	COMPUTER EQUIPMENT	45,000.00	-32,500.00	12,500.00	3,358.38	0.00	9,141.62
A 2630.4	COMPUTER EXPENSES	15,000.00	-1,850.55	13,149.45	7,411.69	4,574.17	1,163.59
A 2630.45	COMPUTER SUPPLIES	70,000.00	-25,167.08	44,832.92	38,773.31	2,635.53	3,424.08
A 2630.46	COMPUTER SOFTWARE	35,000.00	-7,271.35	27,728.65	19,001.97	0.00	8,726.68
A 2630.49	BOCES E-RATE SERVICES	205,000.00	29,385.88	234,385.88	140,165.93	94,219.95	0.00
2630	COMPUTER ASSISTED INSTRUCT.	473,995.00	34,705.83	508,700.83	284,888.41	201,640.45	22,171.97
26	Social Security Tax	821,258.00	116,874.47	938,132.47	505,801.76	403,684.82	28,645.89
A 2805.4	ATTENDANCE EXPENSES	18,000.00	0.00	18,000.00	0.00	18,000.00	0.00
2805	ATTENDANCE	18,000.00	0.00	18,000.00	0.00	18,000.00	0.00
A 2815.16	SCHOOL NURSES SALARIES	49,198.00	18,767.00	67,965.00	28,318.80	39,646.20	0.00
A 2815.160-1	SCHOOL NURSES SALARIES-BAS	65,787.00	-5,686.10	60,100.90	24,881.70	35,219.20	0.00
A 2815.160-2	SCHOOL NURSES SALARIES-RWC	81,480.00	-10,643.00	70,837.00	29,515.40	41,321.60	0.00
A 2815.160-3	SCHOOL NURSES SALARIES-WLB	63,769.00	-2,437.90	61,331.10	30,295.50	30,295.50	740.10
A 2815.4	HEALTH SERVICES EXPENSES	50,000.00	24,000.00	74,000.00	11,926.19	41,072.26	21,001.55
A 2815.450-1	HEALTH SERVICE SUPPLIES-BAS	2,900.00	0.00	2,900.00	1,952.42	209.86	737.72
A 2815.450-2	HEALTH SERVICE SUPPLIES-RWC	2,900.00	0.00	2,900.00	1,787.99	8.70	1,103.31
A 2815.450-3	HEALTH SERVICE SUPPLIES-WLB	2,900.00	0.00	2,900.00	1,395.09	0.00	1,504.91
A 2815.452-51	DIAGNOSTIC SCREEN SUPPLIES-BAS	5,650.00	0.00	5,650.00	2,531.54	0.00	3,118.46
A 2815.452-52	DIAGNOSTIC SCREEN SUPPLIES-RWC	5,700.00	0.00	5,700.00	3,563.19	0.00	2,136.81
A 2815.452-53	DIAGNOSTIC SCREEN SUPPLIES-WLB	5,650.00	0.00	5,650.00	1,824.59	125.00	3,700.41
A 2815.473	SPEECH SERV-PAROC	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 2815.49	BOCES-HEALTH SERV	18,651.00	0.00	18,651.00	2,516.38	16,134.62	0.00
2815	HEALTH SERVICES	356,085.00	24,000.00	380,085.00	140,508.79	204,032.94	35,543.27
A 2820.151-71	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-BAS	118,406.00	2,435.00	120,841.00	50,205.34	70,635.66	0.00
A 2820.151-72	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-RWC	117,402.00	2,439.00	119,841.00	49,786.20	70,054.80	0.00
A 2820.151-73	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-WLB	194,302.00	2,979.00	197,281.00	89,019.84	108,261.16	0.00
A 2820.155-0	EARLY ID TEACHERS SALARIES	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 2820.400-1	PSYCH EXPENSES-BAS	250.00	0.00	250.00	0.00	0.00	250.00
A 2820.400-2	PSYCH EXPENSES-RWC	300.00	0.00	300.00	0.00	0.00	300.00
A 2820.400-3	PSYCH EXPENSES-WLB	300.00	0.00	300.00	0.00	0.00	300.00
A 2820.451-71	PSYCH SUPPLIES-BAS	300.00	0.00	300.00	195.31	0.00	104.69

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 1/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2820.451-72	PSYCH SUPPLIES-RWC		350.00	0.00	350.00	82.80	0.00	267.20
A 2820.451-73	PSYCH SUPPLIES-WLB		350.00	0.00	350.00	287.47	0.00	62.53
A 2820.455-0	EARLY ID-SUPPLIES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2820	PSYCHOLOGY SERVICES	*	434,960.00	7,853.00	442,813.00	189,576.96	248,951.62	4,284.42
A 2825.150-1	SOCIAL WORKER SALARIES-BAS		71,046.00	64,397.00	135,443.00	56,267.76	79,175.24	0.00
A 2825.150-2	SOCIAL WORKER SALARIES-RWC		135,663.00	0.00	135,663.00	55,749.90	78,598.00	1,315.10
A 2825.150-3	SOCIAL WORKER SALARIES-WLB		73,900.00	-64,397.00	9,503.00	0.00	0.00	9,503.00
A 2825.400-1	SOCIAL WORKER EXPENSES-BAS		200.00	0.00	200.00	197.54	0.00	2.46
A 2825.45	SOCIAL WORKER SUPPLIES		300.00	0.00	300.00	0.00	0.00	300.00
A 2825.450-2	SOCIAL WORKER SUPPLIES-RWC		200.00	0.00	200.00	102.13	0.00	97.87
2825	SOCIAL WORK SRVC-REG SCHOOL	*	281,309.00	0.00	281,309.00	112,317.33	157,773.24	11,218.43
28	New York City Income Tax	**	1,090,354.00	31,853.00	1,122,207.00	442,403.08	628,757.80	51,046.12
2		***	20,404,751.00	323,643.18	20,728,394.18	8,287,661.16	11,432,349.78	1,008,383.24
A 5540.4	TRANSPORTATION EXPENSES		1,300,000.00	0.00	1,300,000.00	778,503.76	633,586.24	-112,090.00
A 5540.405	TRANSPORT/SCHOOL TRIP		12,000.00	0.00	12,000.00	0.00	0.00	12,000.00
5540	CONTRACTED TRANSPORTATION	*	1,312,000.00	0.00	1,312,000.00	778,503.76	633,586.24	-100,090.00
A 5581.49	BOCES/TRANSP. EXPENSE		260,000.00	0.00	260,000.00	54,283.70	205,716.30	0.00
A 5581.491	SUMMER SPECIAL ED. TRANSPORTATION		12,000.00	0.00	12,000.00	0.00	12,000.00	0.00
5581	TRANS. BOCES	*	272,000.00	0.00	272,000.00	54,283.70	217,716.30	0.00
55		**	1,584,000.00	0.00	1,584,000.00	832,787.46	851,302.54	-100,090.00
5		***	1,584,000.00	0.00	1,584,000.00	832,787.46	851,302.54	-100,090.00
A 8070.4	CENSUS EXPENSES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 8070.45	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
A 9010.8	EMPLOYEE RETIREMENT		435,882.00	-17,696.00	418,186.00	175,578.00	0.00	242,608.00
9010	EMP. RETIREMENT SYSTEM	*	435,882.00	-17,696.00	418,186.00	175,578.00	0.00	242,608.00
A 9020.8	TEACHERS RETIREMENT		1,580,139.00	-24,000.00	1,556,139.00	0.00	0.00	1,556,139.00
9020	TEACHERS RETIRE. SYSTEM	*	1,580,139.00	-24,000.00	1,556,139.00	0.00	0.00	1,556,139.00
A 9030.8	SOCIAL SECURITY		1,329,102.00	-40,000.00	1,289,102.00	587,434.87	700,955.53	711.60
9030	FICA	*	1,329,102.00	-40,000.00	1,289,102.00	587,434.87	700,955.53	711.60
A 9040.8	WORKERS COMP		104,439.00	0.00	104,439.00	104,439.00	0.00	0.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 1/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
9040	WORKMEN'S COMPENSATION	*	104,439.00	0.00	104,439.00	104,439.00	0.00	0.00
A 9050.8	UNEMPLOYMENT INSURANCE		30,000.00	-10,000.00	20,000.00	591.74	19,408.26	0.00
9050	UNEMPLOYMENT	*	30,000.00	-10,000.00	20,000.00	591.74	19,408.26	0.00
A 9060.8	HOSP & MED INSUR		4,056,700.00	-200,000.00	3,856,700.00	1,708,595.12	1,665,500.00	482,604.88
A 9060.85	DENTAL INSURANCE		197,200.00	-55,000.00	142,200.00	75,368.65	0.00	66,831.35
9060	HEALTH INSURANCE	*	4,253,900.00	-255,000.00	3,998,900.00	1,783,963.77	1,665,500.00	549,436.23
A 9089.15	ACCUM LEAVE		0.00	0.00	0.00	28,632.36	0.00	-28,632.36
9089	OTHER	*	0.00	0.00	0.00	28,632.36	0.00	-28,632.36
90		**	7,733,462.00	-346,696.00	7,386,766.00	2,680,639.74	2,385,863.79	2,320,262.47
A 9710.6	PRINCIPAL ON INDEBTED		310,641.00	0.00	310,641.00	154,176.96	153,463.47	3,000.57
A 9710.7	INTEREST ON INDEBTEDN		84,836.00	0.00	84,836.00	43,561.18	41,274.67	0.15
9710	DEBT SERVICE-SERIAL BONDS	*	395,477.00	0.00	395,477.00	197,738.14	194,738.14	3,000.72
97	Endowment, Scholarship and Gift Fund	**	395,477.00	0.00	395,477.00	197,738.14	194,738.14	3,000.72
A 9901.93	TRANSFER TO SCHOOL FOOD		10,000.00	-10,000.00	0.00	0.00	0.00	0.00
A 9901.95	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	-10,000.00	40,000.00	0.00	0.00	40,000.00
A 9950.9	INTERFUND TRANSFER		400,000.00	0.00	400,000.00	400,000.00	0.00	0.00
9950	TRANSFER TO CAPITAL	*	400,000.00	0.00	400,000.00	400,000.00	0.00	0.00
99		**	450,000.00	-10,000.00	440,000.00	400,000.00	0.00	40,000.00
9		***	8,578,939.00	-356,696.00	8,222,243.00	3,278,377.88	2,580,601.93	2,363,263.19
Fund ATotals:			33,977,966.00	64,560.80	34,042,526.80	14,388,726.92	16,260,538.66	3,393,261.22
Grand Totals:			33,977,966.00	64,560.80	34,042,526.80	14,388,726.92	16,260,538.66	3,393,261.22

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2022 To 1/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	REAL PROPERTY TAXES	22,325,782.00	0.00	22,325,782.00	22,339,947.61	-14,165.61
A 1052	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	449,797.99	-449,797.99
A 1090	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	5,340.77	-5,340.77
A 2401	INTEREST AND EARNINGS	15,000.00	0.00	15,000.00	115,941.21	-100,941.21
A 2412	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	1,750.00	-1,750.00
A 2670	SALE OF PROPERTY	0.00	0.00	0.00	810.00	-810.00
A 2680	INSURANCE RECOVERIES	0.00	0.00	0.00	26,680.13	-26,680.13
A 2701	REFUNDS OF PRIOR YR EXP- BOCES ONLY	0.00	0.00	0.00	198,486.72	-198,486.72
A 2770	OTHER UNCLASSIFIED REV	900,373.00	0.00	900,373.00	-1,314.52	901,687.52
A 3089	STATE AID OTHER	0.00	0.00	0.00	57,507.00	-57,507.00
A 3101	STATE AID-BASIC FORMULA	10,536,811.00	0.00	10,536,811.00	1,724,188.73	8,812,622.27
A 3101.E	EXCESS COST AID	0.00	0.00	0.00	382,081.75	-382,081.75
A 3102	STATE AID-LOTTERY	0.00	0.00	0.00	1,567,428.92	-1,567,428.92
A 3260	STATE AID-TEXTBOOKS	0.00	0.00	0.00	16,695.00	-16,695.00
A 3289	OTHER STATE AID	0.00	0.00	0.00	2,800.00	-2,800.00
A 4286	CARES ACT EDUCATION STABILIZATION FUND - FEDERAL AID	0.00	0.00	0.00	42,234.00	-42,234.00
A 4601	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	-35,682.60	35,682.60
A Totals:		33,777,966.00	0.00	33,777,966.00	26,894,692.71	6,883,273.29
C 1440	SALE OF LUNCHES	0.00	0.00	0.00	32,031.10	-32,031.10
C 2401	INTEREST & EARNINGS	0.00	0.00	0.00	564.58	-564.58
C 2770	MISCELLANEOUS REVENUES	0.00	0.00	0.00	1,737.00	-1,737.00
C 3190	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	1,837.00	-1,837.00
C 3191	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	359.00	-359.00
C 4190	FEDERAL AID - LUNCH	0.00	0.00	0.00	70,715.00	-70,715.00
C 4191	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	8,625.00	-8,625.00
C Totals:		0.00	0.00	0.00	115,868.68	-115,868.68
CM 2401	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	3.22	-3.22
CM Totals:		0.00	0.00	0.00	3.22	-3.22
F 2401	INTEREST & EARNINGS	0.00	0.00	0.00	496.28	-496.28
F 3289	OTHER STATE AID	0.00	35,524.50	35,524.50	35,524.50	0.00

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2022 To 1/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
F 3289.01.22.5870	UPK GRANT - 2021-22 - 5870-22-9294	0.00	0.00	0.00	69,256.00	-69,256.00
F 3289.01.23.5870	UPK GRANT - 2022-23 - 5870-23-9294	300,720.00	0.00	300,720.00	60,144.00	240,576.00
F 4289.00.21.5896	CRRSA-GEER 2 - 03/13/20-09/30/23 - 5896-21-1565	0.00	0.00	0.00	25,891.00	-25,891.00
F 4289.02.23.0032	SEC 611 - 0032-23-0433 - 2022-2023	332,562.00	0.00	332,562.00	66,512.00	266,050.00
F 4289.03.23.0033	SEC 619 - 0033-23-0433 - 2022-2023	15,913.00	0.00	15,913.00	3,182.00	12,731.00
F 4289.07.23.0021	TITLE IA - 2022-23 - 0021-23-1565	139,647.00	0.00	139,647.00	0.00	139,647.00
F 4289.08.23.0147	TITLE IIA - 2022-23 - 0147-23-1565	23,287.00	0.00	23,287.00	0.00	23,287.00
F 4289.09.22.0293	TITLE IIIA ELL - 2021-22 - 0293-22-1565	0.00	0.00	0.00	5,520.00	-5,520.00
F 4289.09.23.0293	TITLE IIIA ELL - 2022-23 - 0293-23-1565	13,015.00	0.00	13,015.00	2,603.00	10,412.00
F 4289.10.22.0149	TITLE III-IMM 0149-22-1565 2021-2022 - EXCESS	0.00	0.00	0.00	31,498.00	-31,498.00
F 4289.13.22.0204	TITLE IV A - 2021-22 - 0204-22-1565	0.00	0.00	0.00	3,513.00	-3,513.00
F 4289.13.23.0204	TITLE IV A - 2022-23 - 0204-23-1565	12,136.00	0.00	12,136.00	0.00	12,136.00
F 4289.14.22.0011	TITLE I - 2021-22 - 0011-22-3144	0.00	0.00	0.00	31,873.00	-31,873.00
F 4289.14.23.0011	TITLE I SCHOOL IMPROVEMENT (TSI) - 2022-23 - 0011-23-3144	0.00	0.00	0.00	25,000.00	-25,000.00
F 4289.82.21.5882	ARP-ESSER STATE RESERVES- SUMMER LEARNING & ENRICHMENT - 2020-24 - 5882-21-1565	100,002.00	0.00	100,002.00	0.00	100,002.00
F Totals:		937,282.00	35,524.50	972,806.50	361,012.78	611,793.72
H 2401	INTEREST & EARNINGS	0.00	0.00	0.00	112.52	-112.52
H 3297	STATE SOURCES OTHER-SSBA	57,513.76	0.00	57,513.76	0.00	57,513.76
H 3297.DAS.NY	STATE AIDE OTHER: DASNY GRANTS	0.00	125,000.00	125,000.00	0.00	125,000.00
H 5031	INTERFUND TRANSFER	400,000.00	0.00	400,000.00	400,000.00	0.00
H Totals:		457,513.76	125,000.00	582,513.76	400,112.52	182,401.24
Grand Totals:		35,172,761.76	160,524.50	35,333,286.26	27,771,689.91	7,561,596.35

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2022 - 1/31/2023



Account	Description	Debits	Credits
A 200G	NY CLASS	104,299.95	0.00
A 200H	METROPOLITAN COMMERCIAL BANK	4,107,332.32	0.00
A 203	CASH CHECKING-CHASE	6,682,095.44	0.00
A 204	CASH CHECKING-CHASE - TA	58,041.91	0.00
A 204A	CASH STUDENT DEPOSIT	541.45	0.00
A 204B	CASH - NET PAYROLL	1,643.66	0.00
A 250	TAXES RECEIVABLE	21,276,804.00	0.00
A 380	ACCOUNTS RECEIVABLE	10,769.30	0.00
A 391F	DUE FROM FEDERAL FUND	1,255,026.02	0.00
A 391H	DUE FROM CAPITAL FUND	35,000.00	0.00
A 440	DUE FROM OTHER GOVTS	2,738.89	0.00
A 510	ESTIMATED REVENUES	33,777,966.00	0.00
A 521	ENCUMBRANCES	16,260,538.66	0.00
A 522	APPROPRIATION EXPENSES	14,388,726.92	0.00
A 599	APPROPRIATED FUND BAL	264,560.80	0.00
A 600	ACCOUNTS PAYABLE	0.00	17,281.82
A 630	DUE TO OTHER FUNDS	0.00	642.93
A 630C	DUE TO CAFETERIA FUND	0.00	77,013.06
A 630F	DUE TO FEDERAL FUND	0.00	35,524.50
A 630H	DUE TO CAPITAL FUND	0.00	178,341.31
A 631	DUE TO HIGH SCHOOL DIST	0.00	11,193,672.14
A 632	DUE TO TEACHERS RETIREMT	0.00	69,123.30
A 691	DEFERRED REVENUE	0.00	14,175.36
A 718	STATE RETIREMENT	0.00	3,749.44
A 718.1	STATE RETIREMENT - ERS LOAN	0.00	2,194.00
A 718.3	STATE RETIREMENT - ERS ARREARS	0.00	15.18
A 720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	8,067.05
A 726	SOCIAL SECURITY TAXES	543.14	0.00
A 729.9	EMPLOYEE ANNUITIES - METROPOLITAN	0.00	250.00
A 738	STUDENT DEPOSITS	0.00	512.82
A 815	RESERVE FOR UNEMPLOYMENT	0.00	23,307.13
A 821	RESERVE FOR ENCUMBRANCES	0.00	16,260,538.66
A 827	RESERVE FOR STATE AND LOCAL RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	3,718,647.54
A 828	RESERVE FOR TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	813,968.68
A 867	RES FOR ACCR LIAB & EMP BENE	0.00	1,218,820.94
A 878	CAPITAL RESERVE	0.00	2,029,883.32
A 909	FUND BALANCE	0.00	1,423,679.77
A 910	APPROPRIATED FUND BALANCE	0.00	200,000.00
A 960	APPROPRIATIONS	0.00	34,042,526.80
A 980	REVENUES	0.00	26,894,692.71
A Fund Totals:		98,226,628.46	98,226,628.46
C 203	CASH CHECKING-CHASE	34,517.53	0.00
C 391	DUE FROM GENERAL FUND	77,013.06	0.00
C 521	ENCUMBRANCES	230,161.15	0.00

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2022 - 1/31/2023



Account	Description	Debits	Credits
C 522	EXPENDITURES	150,510.62	0.00
C 599	APPROPRIATED FUND BALANCE	395,145.00	0.00
C 691	DEFERRED REVENUE	0.00	12,256.81
C 821	RESERVE FOR ENCUMBRANCES	0.00	230,161.15
C 909	FUND BALANCE, UNRESERVED	0.00	133,915.72
C 960	APPROPRIATIONS	0.00	395,145.00
C 980	REVENUES	0.00	115,868.68
C Fund Totals:		887,347.36	887,347.36
CM 200.1	CASH - SCHOLARSHIP CHECKING	519.33	0.00
CM 391	Due From Other Funds	642.93	0.00
CM 899	OTHER RESTRICTED FUND BALANCE	0.00	1,158.78
CM 909	Fund Balance, Unreserved	0.00	0.26
CM 980	Revenues	0.00	3.22
CM Fund Totals:		1,162.26	1,162.26
F 203	CASH CHECKING-CHASE	99,393.04	0.00
F 391	DUE FROM GENERAL FUND	35,524.50	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	349,551.86	0.00
F 510	ESTIMATED REVENUE	972,806.50	0.00
F 521	ENCUMBRANCES	682,964.09	0.00
F 522	EXPENDITURES	1,196,607.90	0.00
F 599	APPROPRIATED FUND BALANCE	2,319,339.94	0.00
F 630	DUE TO GENERAL FUND	0.00	1,255,027.02
F 691	COLLECTIONS IN ADVANCE	0.00	65,037.50
F 821	RESERVE FOR ENCUMBRANCES	0.00	682,964.09
F 960	APPROPRIATIONS	0.00	3,292,146.44
F 980	REVENUES	0.00	361,012.78
F Fund Totals:		5,656,187.83	5,656,187.83
H 203	CASH CHECKING-CHASE	2,597.51	0.00
H 391	DUE FROM GENERAL FUND	178,341.31	0.00
H 410	STATE & FEDERAL AID RECEIVABLE	62,412.18	0.00
H 510	ESTIMATED REVENUE	582,513.76	0.00
H 521	ENCUMBRANCES	440,531.65	0.00
H 522	EXPENDITURES	713,120.29	0.00
H 599	APPROPRIATED FUND BALANCE	1,071,947.31	0.00
H 630	DUE TO GENERAL FUND	0.00	35,000.00
H 691	BOND PREMIUM	0.00	62,412.18
H 821	RESERVE FOR ENCUMBRANCES	0.00	440,531.65
H 909	FUND BALANCE, UNRESERVED	0.00	458,946.59
H 960	APPROPRIATIONS	0.00	1,654,461.07
H 980	REVENUES	0.00	400,112.52
H Fund Totals:		3,051,464.01	3,051,464.01
Grand Totals:		107,822,789.92	107,822,789.92