

# MINUTES

## BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

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SPECIAL MEETING AND  
BUSINESS MEETING  
APRIL 18, 2023

WILLIAM L. BUCK SCHOOL

7:45 PM It is anticipated that the Board of Education will immediately consider a motion to enter executive session and reconvene the public portion of the Business Meeting at 8:00 PM.

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**Members Present:** Trustees Wheeler, Hernandez, Wilson, Herrera and Nunez

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

**Absent With Prior Notice:** President Maier and Vice President LaRocco

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### I. CALL TO ORDER

Having a quorum, the Business Meeting was called to order at 7:45pm by Trustee Wheeler at the William L. Buck School. A motion to enter Executive Session at 7:47 p.m. was made by Trustee Hernandez and seconded by Trustee Wilson to discuss **Personnel and Contractual Obligations**. Motion unanimously carried.

Executive Session concluded at 7:57 pm by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

The Special Meeting was opened for the Nassau BOCES budget vote at 8:01 pm by Trustee Wheeler.

**Action Items** – Motion to move action items 1 and 2 as listed made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

1. **WHEREAS**, the Board of Cooperative Educational Services of Nassau County (hereinafter “Nassau BOCES”) has proposed and presented its Proposed Administrative Operations Budget for the 2023-2024 school year (July 1, 2023 through June 30, 2024); now therefore,

**BE IT RESOLVED** that the Nassau BOCES Proposed Administrative Operations Budget for the 2023-2024 school year in the amount of twenty-five million, two hundred twenty thousand, eight hundred twelve dollars (\$25,220,812) be, and hereby is, approved by this Board;

**BE IT FURTHER RESOLVED**, that the Clerk of this Board be and is hereby directed to promptly provide to the Nassau BOCES Clerk a certification of the approval of this resolution.

2. **BE IT RESOLVED** that the Board of Education of the Valley Stream Union Free School District No. 24, after opportunity for consideration and discussion, hereby cast its votes to fill these three (3) Nassau BOCES Board seats effective July 1, 2023 from the candidates so nominated as follows: Deborah Ann Coates, Lawrence Greenstein and Eric B. Schultz. The Board cannot cast votes for more than three candidates and no more than one vote for any one candidate.

The Special Meeting was closed by Trustee Wheeler at 8:02 pm.

The Business Meeting was reconvened at 8:02 PM, at the William L. Buck School, by Trustee Wheeler.

## **II. SALUTE TO THE FLAG**

**III. MINUTES:** March 29, 2023. Motion to move the minutes was made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

**IV. WELCOME TO VISITORS:** Trustee Wheeler welcomed all in attendance to the Business Meeting and further specified conditions of public comments/ questions.

**V. CORRESPONDENCE REPORT** – We received a message from David Darm regarding social media. We also received a FOIL request from Tim Bolger requesting documents pertaining to all school lockdown drills held since 2017.

**VI. SUPERINTENDENT REPORT** – Family Forums BAS – 4/25 at 6:30pm, RWC 4/25 at 7:00 pm and WLB 4/26 at 6:30 pm

## **VII. 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: No Report**

### **C. LEGISLATION REPORT: Trustee Hernandez – No report**

## **VIII. LIST OF ITEMS FOR ACTION:**

**A. PERSONNEL – Trustee Wilson** – Motion to move the agenda by a consent agenda made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried. Motion to move all items in A. made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

**1. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Evelyn Morales, School Monitor Part-time, effective March 27, 2023.

**2. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves unpaid leave for Deanna Fichtelberg, effective May 4, 2023 until her return, but no later than June 30, 2023.

**3. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education appoints Anastasia Campbell as a Leave Replacement Teacher for Deanna Fichtelberg, effective May 5, 2023, but no later than June 30, 2023. Compensation will be at Step 1, BA, in accordance with the Agreement between the District and the Valley Stream Teachers Association (VSTA).

**4. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves unpaid leave for Marisa Campo, effective April 25, 2023 until her return, but no later than June 30, 2023.

5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education appoints Sophia Anuth as a Leave Replacement for Marisa Campo effective April 26, 2023, but no later than June 30, 2023. Compensation will be at Step 1, MA, in accordance with the Agreement between the District and the Valley Stream Teachers Association (VSTA).

6. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Samantha Sensale, as a School Monitor Part-time, effective April 27, 2023 (subject to Civil Service & Fingerprint Clearance). Compensation for this appointment will be at Step 1 in accordance with the agreement between the District and the United Public Service Employees Union (UPSEU).

7. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the following persons to serve as election inspectors for the Annual Budget Vote Meeting on May 16, 2023, compensation at the rate of \$160.00 for the day:

Brooklyn Avenue School

Victor Cook and Barbara Carroll

William L. Buck School

Benny Bejarano, Candida Y. Molina and Marie Alcindor

S. Corona Avenue Firehouse

Charles W. Beglan

Robert W. Carbonaro School

Devora A Thomas, Maria F. Gemma Sy and Harry Anesat

8. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the following persons to serve as chief election inspectors for the Annual Budget Vote Meeting on May 16, 2023, compensation at the rate of \$185.00 for the day:

Nadege De Tassegalles, Mary E Hansen Sterger, Ronald J. Garofalo and Ramsey W. Jenkins III

**B. EDUCATION – Trustee Herrera -** Motion to move the agenda by a consent agenda made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried. Motion to move all items in B. made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

**1. BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Pre-School Special Education previously approved by the Committee on Pre-School Special Education on 2/17/23, 3/14/23, 3/14/23 and 2/7/23, pertaining to students being considered for pre-school special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Pre-School Special Education.

**2. BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Special Education previously approved by the Committee on Special Education on 02/27/2023, 03/29/2023, 04/03/2023, 03/07/2023, 03/17/2023, 03/23/2023, 03/30/2023, 04/03/2023, 03/14/2023, 03/16/2023, 03/20/2023, 03/27/2023, 03/30/2023, 03/31/2023, 03/20/2023, 03/15/2023, 03/16/2023, 03/17/2023, 03/23/2023, 03/17/2023, 03/29/2023 and 03/29/2023, 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.

**C. FINANCE – Vice President LaRocco** - Motion to move the agenda by a consent agenda made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried. Motion to move all items in C. made by Trustee Hernandez and seconded by Trustee Wilson. 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 February 2023.

**D. POLICY: Trustee Wheeler** - No report

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

**X. NEW BUSINESS:** -Motion to move the agenda by a consent agenda made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried. Motion to move all items in X. made by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the Agreement between the District and Textbook Central for centralized textbook distribution services and textbook information and management services for the 2023-2024 school year at the rate set forth in the Agreement and further authorizes the Board President to execute the necessary documents to effectuate said Agreement.

2. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation from NYSIR of \$1,000.

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



### **XIII. ADJOURNMENT**

Motion to adjourn the Business meeting at 8:04 p.m. by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

Respectfully Submitted,

*Lourdes Onesto*

Lourdes Onesto  
District Clerk



# MINUTES

## BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

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WORK SESSION

WILLIAM L. BUCK SCHOOL

May 3, 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.

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

**Others Present:** Superintendent Dr. Sturz, Dr. Conte, Dr. Mitchell and School District Attorney Christopher Shishko

### I. Call to Order

Having a quorum, President Maier called the Work Session to order at 6:49 pm.

Motion to enter Executive Session at 6:49 pm by Trustee Hernandez and seconded by Trustee Wheeler. Motion unanimously carried.

Motion to exit Executive Session at 7:41 pm by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

The Work Session was reconvened at 7:47 pm by President Maier

### II. Informational Items:

- Dr. Sturz welcomed presenter Dr. Loper from the Valley Stream Central High School Dr Loper and Ms Joyce presented the Central High School Budget.
- Dr. Sturz welcomed Dr. Jack Mitchell to present the Valley Stream District 24 proposed budget.

Dr. Mitchell presented the Valley Stream District 24 proposed budget.

III. Motion to Adjourn:

Motion to enter Executive Session at 8:15 p.m. made by Trustee Wilson and seconded by Trustee Hernandez to discuss certain Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 10:35 p.m. by Trustee Wheeler and seconded by Trustee Hernandez. Motion unanimously carried.

Motion to adjourn at 10:35 pm made by Trustee Hernandez and seconded by Trustee Wheeler. Motion unanimously carried.

Respectfully Submitted,

*Lourdes Onesto*

Lourdes Onesto

District Clerk

# MINUTES

**BOARD OF EDUCATION**  
VALLEY STREAM SCHOOL DISTRICT 24

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SPECIAL BUDGET VOTE MEETING

WILLIAM L. BUCK SCHOOL

**9:30PM**

**May 16, 2023**

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

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

**Absent With Prior Notice:** N/A

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## **I. CALL TO ORDER**

The Special Budget Vote Meeting was called to order at 10:34 PM by Trustee Hernandez for the purpose of the matters listed on the agenda.

### **LIST OF ITEMS FOR ACTION:**

Motion to move Item #1 as listed by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

1. **BE IT RESOLVED**, that the Board of Education, accept the tally of votes certified to it by the District Clerk on Proposition #1

YES 371

NO 221

Motion to move Item #2 as listed by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

2. **BE IT RESOLVED**, that the Board of Education, accept the tally of votes certified to it by the District Clerk on Proposition #2

YES 448                      NO 160

Motion to move Item #3 as listed by Trustee Hernandez and seconded by Trustee Wheeler. Motion unanimously carried.

3. **BE IT RESOLVED**, that the Board of Education, accept the tally of votes certified to it by the District Clerk on Proposition #3

YES 381                      NO 233

Motion to move Item #4 as listed by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

4. **BE IT RESOLVED**, that the Board of Education, accept the tally of votes certified to it by the District Clerk on Proposition #4

YES 400      NO 188

Motion to move Item #5 as listed by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

5. **BE IT RESOLVED**, that the Board of Education, accept the tally of votes certified to it by the District Clerk on Proposition #5

YES 392                      NO 201

Motion to move Item #6 as listed by Trustee Hernandez and seconded by Trustee Wilson. Motion unanimously carried.

6. **BE IT RESOLVED**, that the Board of Education, accept the tally of votes on the candidates for the Board of Education as certified to it by the District Clerk

Rachel Figurasmith	<u>134</u>
Cynthia Nunez	<u>391</u>
Cristina Arroyo	<u>183</u>
Armando Hernandez	<u>382</u>
Melissa Herrera	<u>480</u>

Motion to move Item #7 as listed by Trustee Wheeler and seconded by Trustee Wilson. Motion unanimously carried.

7. **BE IT RESOLVED**, In accordance with the foregoing, Cynthia Nunez, is duly elected member of the Board of Education, to serve a term of July 1, 2023 until June 30, 2026

Motion to move Item #8 as listed by Trustee Wheeler and seconded by Trustee Wilson. Motion unanimously carried.

8. **BE IT RESOLVED**, In accordance with the foregoing, Armando Hernandez, is duly elected member of the Board of Education, to serve a term of July 1, 2023 until June 30, 2026

Motion to move Item #9 as listed by Trustee Wheeler and seconded by Trustee LaRocco. Motion unanimously carried.

9. **BE IT RESOLVED**, In accordance with the foregoing, Melissa Herrera, is duly elected member of the Board of Education, to serve a term of July 1, 2023 until June 30, 2026

Motion to move Item #10 as listed by Trustee Wheeler and seconded by Trustee Wilson. Motion unanimously carried.

10. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Proposal of PolicyFind for insurance archaeology services dated May 4, 2023 and hereby authorizes the Board President to execute same.

## **II. ADJOURNMENT**

Motion to adjourn the Special Budget Vote Meeting at 10:39 p.m. by Trustee Wheeler and seconded by Trustee Hernandez Motion unanimously carried.

Respectfully Submitted,

*Lourdes Onesto*

Lourdes Onesto  
District Clerk

**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 **ACCESS 7 SERVICES INC** (hereinafter referred to as “SERVICE PROVIDER”), as the party of the second part, having its principal place of business for purposes of this Agreement at 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

**WITNESSETH:**

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

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

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

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

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

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide the following services, consisting of, but not limited to the following:

a. **[LIST SERVICES or ATTACH DESCRIPTION OF SERVICES]**

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

- i. The completion of progress reports regarding student achievement of objectives as per report card schedules;
  - ii. Provide the Committee on Special Education ("CSE") with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;
  - iii. Complete evaluations as per the request of the Director of Special Education on an as needed basis.
- c. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with classroom teachers of such students and/or at the direction of the CSE.

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

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

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

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



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

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

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

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

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

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

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals

providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. **SAVE LEGISLATION:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to SCHOOL DISTRICT. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all individuals who will be or may be providing services to SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT's verification of such individual's clearance status. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract. The Proposer shall be responsible for notifying the school district in writing in the event of a change in service providers and shall provide the school district with updated certification of compliance with fingerprint clearance.

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

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

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

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

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

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

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

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

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

21. **TERMINATION:**

- a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.
- c. Notwithstanding anything to the contrary contained in the Agreement, the SCHOOL DISTRICT expressly reserves the right to immediately suspend, cancel or terminate the SERVICE PROVIDER's services under this Agreement in the event that the SCHOOL DISTRICT's schools are closed and/or it becomes illegal, impossible or impracticable to continue the SERVICE PROVIDER's services due

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

**22. NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program. In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

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

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

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

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

23. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
- b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:
  - i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
  - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
  - iv. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology that align with the United States Department of Commerce National Institute for Standards and Technology (NIST) Cybersecurity Framework (CSF).
- c. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy

of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
- i. the exclusive purposes for which the student data will be used;
  - ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;
  - iii. that student data will be returned or destroyed upon expiration of the Agreement;
  - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
  - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

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

25. **DEFENSE, INDEMNIFICATION and HOLD HARMLESS:** To the fullest extent permitted by law, the SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, the Board of Education, their officers, directors, agents and employees from and

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

26. **INSURANCE:**

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

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

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

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

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

iv. **Excess Insurance**

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

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

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

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

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



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

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

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

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

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

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

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

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

35. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on

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

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

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

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

VALLEY STREAM UNION FREE SCHOOL  
DISTRICT 24

Date: \_\_\_\_\_

By: \_\_\_\_\_

ACCESS 7 SERVICES INC

Date: \_\_\_\_\_

By: \_\_\_\_\_



Access 7 Services Inc.

## Valley Stream #24 Rates 2023-2024

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
ABA Skills Assessments	Individual	Individual	\$105.00	\$84.00		
ABA Skills Assessments	Spanish	Individual	\$147.00	\$84.00		
Administration Workshop (6hrs)			\$105.00		\$2,625.00	6 hours
Assistive Technology - Staff Development and Training						
Assistive Technology (AT) Consultation Services		Parent(s)	\$110.00	\$84.00		
Assistive Technology (AT) Consultation Services	Spanish	Parent(s)	\$125.00	\$84.00		
Assistive Technology (AT) Consultation Services		Individual	\$131.00	\$84.00		
Assistive Technology (AT) Consultation Services	Spanish	Individual	\$150.00	\$84.00		
Augmentative/Alternative Communication Evaluation (SLP)		Individual		\$84.00	\$2,310.00	
Augmentative/Alternative Communication Evaluation (SLP)	Spanish	Individual		\$84.00	\$2,700.00	
Augmentative/Alternative Communication Services		Individual	\$288.00	\$84.00		2 Hour Minimum
Augmentative/Alternative Communication Services	Spanish	Individual	\$315.00	\$84.00		2 Hour Minimum
Autism Consultation (BCBA/LBA/Doctoral)		Individual	\$168.00	\$84.00		
Autism Diagnostic Observation Schedule (ADOS)		Individual		\$84.00	\$1,350.00	
Autism Diagnostic Observation Schedule (ADOS)	Spanish	Individual		\$84.00	\$2,100.00	
Behavior Rating Scale (by Psychologist)		Individual	\$236.00	\$84.00		
Behavior Rating Scale (by Psychologist)	Spanish	Individual	\$341.00	\$84.00		
Behavior Rating Scale (by Special Educator)		Individual	\$184.00	\$84.00		
Behavior Rating Scale (by Special Educator)	Spanish	Individual	\$205.00	\$84.00		
Behavior Services by BCBA-HOME		Individual	\$152.00	\$84.00		
Behavior Services by BCBA-HOME	Spanish	Individual	\$170.00	\$84.00		
Behavior Services by BCBA-SCHOOL		Individual	\$132.00	\$84.00		
Behavior Services by BCBA- SCHOOL	Spanish	Individual	\$157.00	\$84.00		
Behavior Services by NON-BCBA-HOME		Individual	\$105.00	\$84.00		
Behavior Services by NON-BCBA-HOME	Spanish	Individual	\$147.00	\$84.00		

\*\*\*Group is two or more students per session  
 \*\*\*No charge to district on provider absence  
 or school closure

6060 Jericho Turnpike, Suite 200 Commack NY 11725  
 Phone: 631 864 7770 Fax 631 864 7773  
 Email: jd@access7online.com



Access 7 Services Inc.

## Valley Stream #24 Rates 2023-2024

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Behavior Services by NON-BCBA-SCHOOL		Individual	\$105.00	\$84.00		
Behavior Services by NON-BCBA-SCHOOL	Spanish	Individual	\$147.00	\$84.00		
Behavioral Aide (1:1 Paraprofessional)		Individual	\$53.00	\$84.00		
Behavioral Intervention Plan (BIP) Development		Individual		\$84.00	\$420.00	
Counseling in Home		Individual	\$105.00	\$84.00		
Counseling in School		Individual	\$95.00	\$84.00		
Counseling in School		Group	\$158.00	\$84.00		
CSE Chair and Administrative Consultant		Individual			\$1,450.00	DAILY RATE
Educational Consultant		Individual	\$368.00	\$84.00		
Educational Consultant full-day				\$84.00	\$2,100.00	
Educational Consultant half-day				\$84.00	\$1,250.00	
Evaluations - Assistive Technology (AT)		Individual		\$84.00	\$1,450.00	
Evaluations - Assistive Technology (AT)	Spanish	Individual		\$84.00	\$2,100.00	
Evaluations - Educational		Individual		\$84.00	\$290.00	
Evaluations - Educational	Spanish	Individual		\$84.00	\$375.00	
Evaluations - Functional Analysis		Individual		\$84.00	\$3,600.00	
Evaluations - Occupational Therapy		Individual		\$84.00	\$210.00	
Evaluations - Reading		Individual		\$84.00	\$375.00	
Evaluations - Wilson Reading		Individual		\$84.00	\$425.00	
Evaluations - Orton Gillingham		Individual		\$84.00	\$475.00	
Evaluations - Physical Therapy		Individual		\$84.00	\$315.00	
Evaluations - Psychiatric		Individual		\$84.00	\$2,100.00	
Evaluations - Psychoeducational		Individual		\$84.00	\$1,575.00	
Evaluations - Psychoeducational	Spanish	Individual		\$84.00	\$2,600.00	
Evaluations - Psychological		Individual		\$84.00	\$1,300.00	

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Access 7 Services Inc.

## Valley Stream #24 Rates 2023-2024

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Evaluations - Psychological	Spanish	Individual		\$84.00	\$2,100.00	
Evaluations - Social History		Individual		\$84.00	\$260.00	
Evaluations - Social History	Spanish	Individual		\$84.00	\$325.00	
Evaluations - Speech Language		Individual		\$84.00	\$325.00	
Extended Day/After School program/Specialized Instruction		Group	\$158.00	\$84.00		
Feeding Therapy		Individual	\$168.00	\$84.00		
Feeding Therapy		Parent(s)	\$168.00	\$84.00		
Feeding Therapy		Staff/CSE member(s)	\$168.00	\$84.00		
Functional Behavior Assessments (by BCBA)		Individual		\$84.00	\$950.00	
Functional Behavior Assessments (by BCBA)	Spanish	Individual		\$84.00	\$1,575.00	
Home Tutoring/Instruction		Individual	\$105.00	\$84.00		
Job Coach On Site		Individual	\$132.00	\$84.00		
Nurse : Registerd Nurse (RN)		Individual	\$100.00	\$84.00		
Nurse: LPN		Individual	\$80.00	\$84.00		
Occupational Therapy at Home		Individual	\$137.00	\$84.00		
Occupational Therapy at School		Individual	\$132.00	\$84.00		
Occupational Therapy at School		Group	\$200.00	\$84.00		
Occupational Therapy Classroom Consultation - in School		Individual	\$158.00	\$84.00		
Occupational Therapy Consultant in School		Individual	\$132.00	\$84.00		
Occupational Therapy Handwriting Groups		Group		\$84.00	\$105.00	Per Class
Occupational Therapy Whole Class Push-Ins		Group		\$84.00	\$105.00	Per Class
Occupational Therapy Screening		Individual		\$84.00	\$80.00	
Parent Counseling & Training by BCBA-HOME			\$152.00	\$84.00		
Parent Counseling & Training by BCBA- HOME	Spanish		\$170.00	\$84.00		

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Access 7 Services Inc.

## Valley Stream #24 Rates 2023-2024

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Parent Counseling & Training by BCBA-SCHOOL		Individual	\$132.00	\$84.00		
Parent Counseling & Training by BCBA-SCHOOL	Spanish		\$157.00	\$84.00		
Parent Counseling & Training by NON-BCBA-HOME		Individual	\$105.00	\$84.00		
Parent Counseling & Training by NON-BCBA-HOME	Spanish	Individual	\$147.00	\$84.00		
Participation in Team or Parent Meetings/Program Review		Individual		\$84.00		
Physical Therapy		Individual	\$210.00	\$84.00		
Physical Therapy		Group	\$95.00	\$84.00		Rate per student
Physical Therapy Screening		Individual		\$84.00	\$105.00	
Reading Services		Individual	\$210.00	\$84.00		
Reading Services		Group	\$420.00	\$84.00		No more than 3 students
Reading Services- Wilson Reading		Individual	\$263.00	\$84.00		
Reading Services -Wilson Reading		Group	\$630.00	\$84.00		No more than 3 Students
Reading Services-Orton-Gillingham		Individual	\$315.00	\$84.00		
Reading Services-Orton-Gillingham		Group	\$790.00	\$84.00		
Resource Room Services-HOME		Individual	\$100.00	\$84.00		
Resource Room Services-SCHOOL		Individual	\$95.00	\$84.00		
Resource Room Services-SCHOOL		Group	\$152.00	\$84.00		
School Psychologist					\$735.00	DAILY RATE
School Aide (1:1 Paraprofessional)		Individual	\$35.00	\$84.00		

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Access 7 Services Inc.

## Valley Stream #24 Rates 2023-2024

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
School Shared Aide		Group	\$50.00	\$84.00		\$50 first 2 students \$15 each additional student
Special Education Teacher		Individual	\$105.00	\$84.00		
Special Education Teacher		Group	\$70.00	\$84.00		Rate per student
Speech/Language Consultant Teacher - in School						
Speech/Language Screening		Individual	\$132.00	\$84.00	\$80.00	
Speech/Language Services		Group	\$315.00	\$84.00		No more than 5 students
Speech/Language Services at Home		Individual	\$170.00	\$84.00		
Speech/Language Services at School		Individual	\$132.00	\$84.00		
Speech/PROMT Therapy		Individual	\$132.00	\$84.00		
Staff Development and Training-Aide Training			\$273.00			
Staff Development and Training- Behavioral Training			\$630.00			
Transition Coordinator		Individual	\$236.00	\$84.00		
Transition Coordinator	Spanish	Individual	\$263.00	\$84.00		
Travel Training		Individual	\$100.00	\$84.00		

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**HEALTH AND WELFARE SERVICES AGREEMENT**

This Agreement is entered into this 13th 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, New York, and the Board of Education of the GARDEN CITY Union Free School District (hereinafter "GARDEN CITY"), having its principal place of business for the purpose of this Agreement at 56 Cathedral Avenue, Garden City, New York.

W I T N E S S E T H

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

WHEREAS, certain students who are residents of the Valley Stream UFSD # 24 are attending non-public schools located in GARDEN CITY,

WHEREAS, GARDEN CITY has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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. GARDEN CITY warrants that the health and welfare services will be provided by licensed health care providers. GARDEN CITY 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. GARDEN CITY 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. GARDEN CITY 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. GARDEN CITY 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 GARDEN CITY shall be consistent with the services available to students attending public schools within GARDEN CITY; 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 GARDEN CITY the sum of \$1,147.63 per eligible pupil for the 2022-2023 school year.
6. Valley Stream UFSD # 24 shall pay GARDEN CITY within thirty (30) days of Valley Stream UFSD # 24's receipt of a detailed written invoice from GARDEN CITY. 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, GARDEN CITY 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, GARDEN CITY 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. GARDEN CITY 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 or GARDEN CITY'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) 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 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, military status, predisposing genetic characteristics, marital status 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:

Superintendent of Schools Garden City UFSD 56 Cathedral Avenue Garden City, NY 11530	Superintendent of Schools Valley Stream UFSD # 24 75 Horton Avenue Valley Stream, NY 11582
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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 provision(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 or 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 Superintendent of Schools 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.

Valley Stream UFSD # 24

\_\_\_\_\_  
Superintendent of Schools

Valley Stream UFSD # 24

\_\_\_\_\_  
President, Board of Education

Garden City Union Free School District

  
\_\_\_\_\_  
District Clerk, Board of Education

## HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between the Board of Education of the VALLEY STREAM #24 Union Free School District (hereinafter "VALLEY STREAM #24"), having its principal place of business for the purpose of this Agreement at, 1 Kent Road, VALLEY STREAM #24, New York and the Board of Education of the Hempstead Union Free School District (hereinafter "Hempstead UFSD"), having its principal place of business for the purpose of this Agreement at 185 Peninsula Blvd, Hempstead, New York.

### W I T N E S S E T H

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

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

WHEREAS, Hempstead UFSD has received a request(s) from said non-public school(s) for the provision of health and welfare services to the aforementioned student(s),

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

A. TERM

The term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive, unless terminated early as provided for in this Agreement, and/or as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services provided by Hempstead UFSD to VALLEY STREAM #24 may include, but are not limited to the following
  - 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.

10. 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.
11. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement may be 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 and by law. 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) and the Individuals with Disabilities Act (IDEA).

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, VALLEY STREAM #24 agrees to pay Hempstead UFSD the sum of \$1,026.57 per eligible pupil for the 2022-2023 school year. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each student.
2. VALLEY STREAM #24 shall pay Hempstead UFSD within thirty (30) days of VALLEY STREAM #24's receipt of a detailed written invoice from Hempstead UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. MISCELLANEOUS

1. Termination: This Agreement may only be terminated in accordance with applicable Law.
2. Defense / Indemnification:
  - a. Hempstead UFSD agrees to defend, indemnify and hold harmless VALLEY STREAM #24, 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 Hempstead UFSD, its officers, directors, agents or employees in

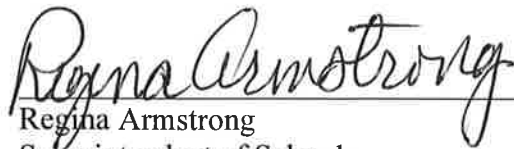
8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. 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. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for VALLEY STREAM #24 .

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

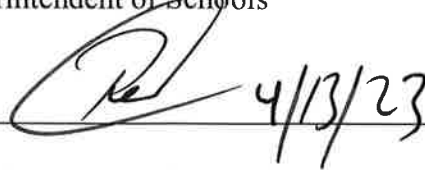
VALLEY STREAM #24 UFSD

HEMPSTEAD UFSD

\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Regina Armstrong  
Superintendent of Schools

\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
President, Board of Education

## CONTRACT FOR SERVICES

This Agreement is entered into this 1 st day of May , 2023 by and between the BOARD OF EDUCATION of the VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581 and JN BUSINESS SERVICES, PUPIL TRANSPORTATION CONSULTANT (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 7 Sims Street, Patchogue, New York 11772.

### **A. TERM:**

1. The term of this Agreement shall be from July 1, 2023 through June 30, 2024, 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. CONDITIONS:**

In performing those services specified in this Agreement, it is understood that:

1. The CONSULTANT will be engaged as an Independent Contractor and, therefore, be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, social security, New York State Workers' Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. The DISTRICT, if required by Federal or State requirements, will submit any necessary tax forms at year end to the Federal or State government.
4. This Agreement, and any amendments to this Agreement, will not be in effect unless agreed to in writing and signed by authorized representatives of both Parties.
5. The CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations.
6. The CONSULTANT shall provide conscientious, competent, and diligent services throughout the term of this Agreement.

7. The CONSULTANT shall maintain the confidentiality of all information provided to it by the DISTRICT or to which the CONSULTANT may gain access during the course of this Agreement.
8. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.

**C. INDEMNIFICATION:**

1. The CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, or negligence of the CONSULTANT, its officers, directors, agents or employees in relation to the performance of this Agreement.

**D. SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the CONSULTANT shall provide the DISTRICT with the following services, as part of the CONSULTANT's engagement on behalf of the Cooperative (as such term is defined in the Request for Proposals for Transportation Consultant Services on behalf of the school district members of the Southwest Quadrant Pupil Transportation Cooperative that was opened on March 7, 2022), including but not limited to:
  - a. The CONSULTANT shall perform an evaluation of the cost-effectiveness of the DISTRICT's current transportation program as part of the CONSULTANT's evaluation of all of the Cooperative school districts' transportation programs.
  - b. The CONSULTANT shall review Cooperative school districts' existing routes, routing methodologies and make recommendations and identify viable alternatives to promote efficiencies and cost savings (e.g. route revision, route consolidation, etc.)
  - c. The CONSULTANT shall review existing transportation contacts including routes, utilization, costs and quality of service and make recommendations concerning extensions or re-advertisement for new proposals through competitive bid or request for proposals.
  - d. The CONSULTANT shall review existing transportation services for purposes of evaluating: ride times, school arrival and departure timeframes, on-time service, etc.
  - e. The CONSULTANT shall develop and prepare up to four (4) requests for proposal or bid documents for certain school transportation for the



Cooperative school districts (e.g. nonpublic, special education, etc.) including but not limited to: 1) summer and school year (May); 2) catch-up summer school year (June/July); 3) catch-up school year (August); 4) catch-up school year (Late Fall/Early Winter). The first bid or request for proposals opening must occur in May.

- i. The CONSULTANT will be responsible to consult with the DISTRICT to discuss its needs and obtain information necessary for the development of the solicitation (e.g. school, school address, hours of arrival and departure, and special equipment); and
  - ii. The CONSULTANT will evaluate all quadrant districts' needs and develop a comprehensive solicitation accounting for safety, efficiency and cost.
- f. The CONSULTANT shall, on an as-needed basis, develop and prepare additional requests for proposals or bid documents for the DISTRICT, specific routes or locations;
  - i. Will be responsible to consult with the DISTRICT to discuss its needs and gather specific information needed and
  - ii. Shall evaluate all DISTRICT needs and develop a comprehensive solicitation accounting for safety, efficiency and cost.
- g. The CONSULTANT shall collect student data for the bid and package the data to ensure the best pricing.
- h. The CONSULTANT shall prepare all legal notices and/or advertisements for bid solicitations.
- i. The CONSULTANT shall research and identify all potential proposers or bidders for requests for proposals or competitive bids and mail solicitations to them to promote and maximize participation from qualified and reputable transportation providers.
- j. The CONSULTANT shall review and evaluate the bid or RFP responses including evaluation of submissions and references; and
  - i. Prepare a tabulation spreadsheet for the DISTRICT, a summary of the evaluation process and findings and recommendations for awards to be submitted to all Cooperative school districts of the bids received.
- k. The CONSULTANT shall provide all documents necessary for submission to the New York State Education Department as applicable.
- l. The CONSULTANT shall establish and maintain ongoing communication with the DISTRICT throughout the school year in order to assist the DISTRICT with transportation related issues.

- m. The CONSULTANT shall act as liaison between the DISTRICT and transportation providers in connection with service issues, etc. for purposes of facilitating the flow of information between the Parties and providing recommendations for resolution.
    - i. The CONSULTANT shall not have decision making authority on behalf of the DISTRICT; and
    - ii. Any proposals for resolution of any issue or dispute shall be communicated to the DISTRICT in writing for its consideration and disposition.
  - n. The CONSULTANT shall purchase and maintain required licenses for routing software used by the DISTRICT.
  - o. The CONSULTANT shall provide all other services identified in the Proposal attached hereto as Exhibit "A" (the "Proposal"), incorporated by reference herein, and made a part of this Agreement.
2. The DISTRICT shall provide the CONSULTANT with student data to be included in the bids and requests for proposals, including the student's name, address, school, school address, phone number, arrival and dismissal times, and special needs (i.e. W/C, A/C, Wheel Chair, Car Seat etc.). The 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") and Education Law Section 2-d. Education Law Section 2-d – Rider is incorporated by reference and made a part of this Agreement, attached hereto as Exhibit "B".

**E. REPRESENTATIONS:**

- 1. The CONSULTANT heretofore agrees to those representations set forth in the Proposal.

**F. COMPENSATION:**

- 1. The DISTRICT shall pay the CONSULTANT the sum of two thousand two hundred fifty dollars (\$2,250.00) within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the particulars of services rendered, total hours, dates that the invoice covers, and the total amount due for the period specified.

**G. INSURANCE:**

- 1. The CONSULTANT, at its sole expense, shall procure and maintain the following insurance policies:

- a. **Commercial General Liability Insurance** - \$1,000,000 per occurrence, \$2,000,000 aggregate.
  - b. **Automobile Liability** - \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - c. **Workers' Compensation and New York State Disability** - Statutory Workers' Compensation, Employers' Liability and New York State Disability Benefits Insurance for all employees.
  - d. **Professional Errors and Omissions Insurance** - \$1,000,000 per occurrence, \$2,000,000 aggregate for the professional acts of the CONSULTANT performed under the Agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Agreement. Coverage shall remain in effect for two years following the completion of work.
  - e. **Excess Insurance** - On a "follow-form" basis, with limits of \$3,000,000 each occurrence and aggregate.
2. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Best rating of A-minus.
  3. The CONSULTANT shall provide thirty (30) days written notice to the DISTRICT in the event of cancellation or non-renewal.
  4. Upon execution of this Agreement, the CONSULTANT will supply the DISTRICT with a copy of said policy/policies.

#### **H. TERMINATION:**

1. The DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the CONSULTANT. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The Parties agree that the CONSULTANT's failure to comply with any material terms or conditions of this Agreement will be deemed a breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to the CONSULTANT.
3. In the event the DISTRICT terminates this Agreement with or without cause, such termination of this Agreement shall not discharge the Parties' existing obligations to each other as of the effective date of termination.
4. In the event the DISTRICT terminates this Agreement with or without cause, the CONSULTANT shall, within ten (10) days after such termination, return all materials to the DISTRICT and provide written certification of the same.

**I. NOTICES:**

1. 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:

Jack Mitchell  
Valley Stream Union Free School District #24  
75 Horton Avenue  
Valley Stream, New York 11581

To Consultant:

Nancy Nunziata  
JN Business Services  
7 Sims Street  
Patchogue, New York 11772

**J. SUCCESSORS AND ASSIGNS:**

1. The CONSULTANT is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this Agreement or the CONSULTANT's right, title, and interest in this Agreement to any other person, corporation, or entity without the prior written consent of the DISTRICT.

**K. WAIVER OF RIGHTS:**

1. 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.

**L. SEVERABILITY:**

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

**M. GOVERNING LAW:**

1. 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. Any suits

concerning this Agreement will be brought and adjudicated in the Supreme Court, Nassau County.

**N. ENTIRE AGREEMENT:**

1. This Agreement represents the complete and exclusive statement of the agreement between the Parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the Parties relating to the subject matter of this Agreement.
2. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both Parties.

**O. TITLES:**

1. The titles of the Sections of this Agreement are solely for the convenience of the Parties, and are not to be used as an aid in the interpretation of the terms and conditions thereof.

**P. AUTHORIZED SIGNATORY:**

1. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to, the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

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

**JN BUSINESS SERVICES**

**BOARD OF EDUCATION OF THE  
VALLEY STREAM UNION FREE  
SCHOOL DISTRICT #24**

By: Nancy Nungrata  
President

By: \_\_\_\_\_  
President, Board of Education

Dated: 4/14/2023

Dated: \_\_\_\_\_

AGREEMENT

THIS AGREEMENT made \_\_\_\_ day of \_\_\_\_\_ 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as the "DISTRICT"), as the party of the first part, having principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC (hereinafter referred to as "SERVICE PROVIDER"), as the party of the second part, having principal place of business for purposes of this Agreement at 1400 Old Country Road, Suite C103N, Westbury, New York 11590.

WITNESSETH:

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

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

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

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

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

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

1. TERM OF AGREEMENT: Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, 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. Speech and Language Therapy
  - b. Occupational Therapy
  - c. Physical Therapy
  - d. Vision Services
  - e. Orientation and Mobility Services

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

iii. **Supervision of Home Staff** provided by a certified special education teacher specializing in ABA as designated by the CSE. Supervisory visits shall include, but not be limited to:

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

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

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

1. SERVICE PROVIDER shall provide the services above during the school year for those children covered by the terms of this Agreement. The services provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with the Commissioner's Regulations, currently approved methods and practices of the profession. In addition, SERVICE PROVIDER shall provide the following services 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;

m. 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.



- n. All services shall be provided in strict compliance with the student's IEP.
3. PAYMENT SCHEDULE: In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER the rates set forth in the attached Addendum 23-24 and Appendix A, which are made part hereof.
  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, the 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 provided pursuant to this Agreement.
10. LICENSE AND AUTHORIZATION: SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. 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 the SCHOOL DISTRICT pursuant to Agreement, for SCHOOL DISTRICT's verification of such individual's clearance status. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
12. REPORTS OF STUDENTS: SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.
13. REPORTS TO SCHOOL DISTRICT: SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.
14. COMMISSIONER VISITS: SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
15. AUTHORIZATION OF SCHOOL DISTRICT: SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.
16. SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

17. PHOTO I.D.: SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is onsite providing services to SCHOOL DISTRICT.
18. STUDENT REMOVAL: SCHOOL DISTRICT shall have the right to add or remove a child from the program/ services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.
19. STUDENT PRESCRIPTIONS: Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.
20. ATTENDANCE RECORDS: SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
21. TERMINATION:
  - a. This Agreement may be terminated by the 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 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 the SCHOOL DISTRICT in the event of a material breach by the SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
22. NON-EXCLUSION FROM PROGRAM PARTICIPATION: SERVICE PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. 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 the 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, the 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 the 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 Service Provider.

23. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

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

- iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
  - iv. use encryption technology to protect data while in motion or 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 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 further 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 security protections taken to ensure such data will be protected, including whether such will be encrypted.
- e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the

breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

- f. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$20 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 25. HIPAA COMPLIANCE:
  - a. Definitions: Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 C.F.R. sections 160.103 and 164.501.
    - i. Business Associate. "Business Associate" shall mean SCHOOL DISTRICT.
    - ii. Covered Entity. "Covered Entity" shall mean SERVICE PROVIDER.

- iii. De-identify/De-identified. "De-identify/ De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual.
- iv. Designated Record Set. "Designated Record Set" shall mean the enrollment, payment, claims adjudication and case or medical management record maintained by or for a health plan.
- v. Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.
- vi. Disclosing Party. "Disclosing Party" means the party that is disclosing information to another party pursuant to this Agreement
- vii. HHS. "HHS" shall mean the United States Department of Health and Human Services.
- viii. HIPAA. "HIPAA" shall mean Title II, subtitle F ("Administrative Simplification") of the Health and Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 (Aug. 21, 1996), enacting sections 1171-1179 of the Social Security Act, as well as implementing regulations adopted by HHS pursuant to HIPAA.
- ix. Identifying Characteristic. Includes, but is not limited to, all of the following, as well as any other unique information: name, address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; medical record number; Medicaid and Medicare numbers health plan beneficiary number; account number; certificate/ license number; serial number of a vehicle or other device; internet URL; internet protocol ("IP") address, biometric identifiers, including voice prints and photographic images.
- x. Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. section 164.502(g).
- xi. Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon



the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).

- xii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- xiii. Protected Health Information. "Protected Health Information" or "PHI" means any information which identifies or could reasonably be believed to identify an individual, which in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not de-identified with respect to any individual who is the subject of the information, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- xiv. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- xv. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- xvi. Treatment, Payment, and Healthcare Operations. "Treatment, Payment and Healthcare Operations" shall have the same meaning as in 45 CFR § 164.501.
- xvii. Use. The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of information within the Contractor organization.

b. Obligations of SCHOOL DISTRICT:

- i. SCHOOL DISTRICT agrees to disclose PHI to SERVICE PROVIDER upon its own volition, upon SERVICE PROVIDER's request, or upon the request of a third party if such disclosure is permissible by law, so that SERVICE PROVIDER may provide the agreed to services to or on behalf of SCHOOL DISTRICT, unless SCHOOL DISTRICT otherwise objects to the disclosure, or SERVICE PROVIDER is no longer providing the services to SCHOOL DISTRICT.
- ii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees, contractors and agents do not use PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 ("Privacy Standards") if used by SERVICE PROVIDER, except that SCHOOL DISTRICT may use PHI (a) for SCHOOL DISTRICT's proper management and administrative services, or (b) to carry out the legal responsibilities of SCHOOL DISTRICT.

- iii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees, contractors, and agents do not disclose PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Privacy Standards if disclosed by SERVICE PROVIDER, except that SCHOOL DISTRICT may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent SCHOOL DISTRICT discloses PHI to a third party, SCHOOL DISTRICT must obtain, prior to making any such disclosure: (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as Required by Law or for the purposes for which it was disclosed to such third party; and (b) an agreement for such third party to immediately notify SCHOOL DISTRICT of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- iv. SCHOOL DISTRICT agrees that it will implement the necessary safeguards required by law to prevent the use of disclosure of PHI.
- v. SCHOOL DISTRICT shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by SCHOOL DISTRICT, its officers, directors, employees, contractors, or agents, or by a third party to which SCHOOL DISTRICT disclosed PHI pursuant to paragraph "4" above, (i) report any such disclosure to SERVICE PROVIDER and (ii) mitigate to the extent practicable any harmful effect that is known to SCHOOL DISTRICT or a use or disclosure of PHI by SCHOOL DISTRICT in violation of the requirements of this Agreement
- vi. In the event that SCHOOL DISTRICT shall enter into an Agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER, SCHOOL DISTRICT agrees to include in the terms and provisions of such Agreement that such Agreement or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to SCHOOL DISTRICT pursuant to this Agreement with respect to such PHI.
- vii. Within ten (10) days of a request by a Practice for access to PHI about an individual contained in a Designated Record Set, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. Any denials of access to the PHI requested shall be the responsibility of SERVICE PROVIDER.
- viii. Within ten (10) days of receipt of a request from SERVICE PROVIDER for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record set), SCHOOL DISTRICT shall provide such information to SERVICE PROVIDER for amendment and incorporate any such amendments in the PHI as required.

- ix. Within ten (10) days of notice by SERVICE PROVIDER to SCHOOL DISTRICT that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such information as is in SCHOOL DISTRICT's possession that SERVICE PROVIDER is required to provide in such an accounting. At a minimum, SCHOOL DISTRICT shall provide SERVICE PROVIDER with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, disclosed; and (c) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that the request for an accounting is delivered directly to SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. It shall be SERVICE PROVIDER's responsibility to prepare and deliver any such accounting requested. SCHOOL DISTRICT hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this paragraph.
  - x. SCHOOL DISTRICT hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER available to the Secretary of Department of Health and Human Services for purposes of determining SERVICE PROVIDER's and SCHOOL DISTRICT's compliance with the Privacy Standards.
- c. Obligations of Service Provider:
- i. SERVICE PROVIDER agrees to maintain the confidentiality of any PHI provided to it by SCHOOL DISTRICT in accordance with all applicable Federal, State, and local laws, rules and regulations in addition to the following. Nothing in this provision shall be construed as limiting or prohibiting SERVICE PROVIDER from releasing PHI regarding the student treated to the student and/ or the student's guardian.
  - ii. SERVICE PROVIDER represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by the SCHOOL DISTRICT.
  - iii. SERVICE PROVIDER represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, it will do so only in an amount that is the minimum necessary and only to the minimum number of individuals necessary to obtain the purpose of the services being rendered to or on behalf of SCHOOL DISTRICT.
  - iv. SERVICE PROVIDER agrees that no finding, listing, or information derived from the PHI, with or without identifiers, may be released if such finding, listing, or information contains any combination of data elements that might allow the deduction

of the individual's identity without first obtaining written authorization from SCHOOL DISTRICT.

- v. SERVICE PROVIDER shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from SCHOOL DISTRICT and to prevent individuals not involved in performing the services that it provides to SCHOOL DISTRICT from using or accessing the PHI.
  - vi. SERVICE PROVIDER may use the PHI as necessary for the proper management and administration of SERVICE PROVIDER and/ or permitted by law to carry out its legal responsibilities, if: (a) disclosure is required by law.
  - vii. SERVICE PROVIDER shall not request SCHOOL DISTRICT to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SERVICE PROVIDER.
- d. Relationship to Individuals Who Are Subject of Information:
- i. SERVICE PROVIDER agrees that SCHOOL DISTRICT and the applicable individual retain all ownership rights to the PHI and SERVICE PROVIDER does not obtain any right, title or interest to the PHI furnished by SCHOOL DISTRICT, except as SERVICE PROVIDER is required to maintain records in accordance with the laws and standards that govern its profession.
  - ii. SERVICE PROVIDER agrees to comply with all lawful requests of individuals, who are subjects of the PHI, to permit access to inspect and obtain a copy of the PHI about the individual that is subject to this Agreement, as required by law, within thirty (30) days of such request.
  - iii. SERVICE PROVIDER agrees to make PHI available for amendment and to incorporate any amendments or corrections to an individual's PHI upon request by SCHOOL DISTRICT in accordance with applicable law.
  - iv. SERVICE PROVIDER agrees to make available the information required to provide an accounting of disclosures in accordance with applicable law.
- e. Request for Information: SERVICE PROVIDER agrees that it will use reasonable efforts to limit its request for PHI to the minimum amount necessary to achieve the purpose for which the request is being made. In addition, SERVICE PROVIDER agrees to make its internal practices, books, records and information related to the use and disclosure of information available to the Department of Health and Human Services for review, upon request of the Secretary of that Department, to the extent that such is required by law.
- f. Chain of Trust: If any information is transmitted electronically between SERVICE PROVIDER and SCHOOL DISTRICT, the parties agree to electronically exchange information and to protect the transmitted information as required by HIPAA. The parties

acknowledge that they are required to, and depend upon each other to maintain the integrity and confidentiality of the transmitted information.

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

27. INSURANCE:

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall:
  - i. be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
  - ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER 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 for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- v. **Umbrella/Excess Insurance:**  
\$3,000,000 each occurrence and aggregate. Umbrella/ Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

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

insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer.

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

Kidz Educational Services SLP, OT, PT, LMSW,  
Psychology, Audiology, PLLC  
1400 Old Country Road, Suite C103N  
Westbury, New York 11590

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

29. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
30. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, reproductive health decisions, 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, reproductive health decisions, predisposing genetic characteristics or marital status.
31. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
32. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

33. NO PRIOR AGREEMENTS: This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
34. AGREEMENT CONSTRUCTION: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
35. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
36. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
37. NON-WAIVER: No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
38. AUTHORIZATION TO ENTER AGREEMENT: The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: \_\_\_\_\_

By: \_\_\_\_\_

KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW,  
PSYCHOLOGY, AUDIOLOGY, PLLC

Date: \_\_\_\_\_

By: \_\_\_\_\_



Appendix A

**Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology, PLLC**

**SERVICES:**

**2023-2024**

<b><u>Behavior Assessment, Intervention &amp; Support Services</u></b>	<b><u>Rate Per 60 Minute Session</u></b>
BIS and CSE & TEAM Meetings (Home)	\$120.00 per Student
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings (School)	\$131.00 per Student
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings - BCBA/Doctoral (School/Home)	\$156.00 per Student
Parent Training and CSE & TEAM Meetings	\$132.00 per Student
Bilingual Parent Training and CSE & TEAM Meetings	\$156.00 per Student
BT/BIS Supervision (when requested by district) and CSE & TEAM Meetings (2)	\$153.00 per Student
1:1 AIDE/BT/Paraprofessional Services in School (2)	\$56.00 per Student
RBT Training Program: Includes training and oversight for School District Staff	Pricing available upon request
<b><u>Functional Behavior Assessment (FBA)</u></b>	<b><u>Rate Per 60 Minute Session</u></b>
FBA by Behavior Consultant: Observation, Data Collection, Processes ( <b>10 hour minimum</b> )	\$131.00 per Student, per 60 minutes
FBA by BCBA/Doctoral: Observation, Data Collection, Processes ( <b>10 hour minimum</b> )	\$156.00 per Student, per 60 minutes
<b>Functional Behavior Assessment/Behavior Intervention Plan Reports NOT INCLUDED SEE EVALUATION RATE SHEET</b>	See Eval Rates
<b><u>Special Education Services - (Resource Room, Consultant Teacher)</u></b>	<b><u>Rate Per 60 Minute Session</u></b>
Individual School Services: Resource Room/Consultant Teacher/Proctoring and CSE & TEAM Meetings	\$99.00 per Student
Group School Services: Resource Room/Consultant Teacher/Proctoring (Min.2 - Max.5 Students)*	\$44.00 per Student**
Individual Reading Specialist and CSE & TEAM Meetings	\$131.00 per Student
Individual Home Services: Specialized Instruction and CSE & TEAM Meetings	\$109.00 per Student
<b><u>Related Services -(Speech, Occupational, Physical, Counseling Therapy)</u></b>	<b><u>Rate Per 30 Minute Session</u></b>
Individual School Services: Speech Therapy/Consult and CSE & TEAM Meetings	\$46.00
Individual School Services: Occupational Therapy/Consult and CSE & TEAM Meetings	\$61.00
Individual School Services: Physical Therapy/Consult and CSE & TEAM Meetings	\$66.00
Individual School Services: Counseling and CSE & TEAM Meetings	\$46.00
Individual Home Services: Speech, Occupational, Physical Therapy & Counseling	\$70.00
Group School Services: ST & OT (Min. 2 - Max. 5 Students)*	\$36.00 per Student**
Group School Services: PT (Min. 2 - Max. 5 Students)*	\$36.00 per Student**
Group School Services: Counseling (Min. 2 - Max. 5 Students)*	\$36.00 per Student**
Related Services Intervention Push-In Classroom	\$66.00 per 30 minute push-in

Related Services: ST, OT, PT, Counseling; Full Day or Half Day	Pricing Available Upon Request
Prompt & Lidcombe Program and CSE & TEAM Meetings	\$92.00
Vision/Orientation and Mobility and CSE & TEAM Meetings	\$92.00
Teacher of the Deaf (TDF) CSE & TEAM Meetings	\$61.00
<b><u>Home Instruction - at Alternate Locations</u></b>	
<b>Behavior Intervention Services - Alternate Location &amp; CSE &amp; Team Mtgs</b> *** (1)	<b>\$146.00 per Student/per 60 minutes</b>
<b>Behavior Intervention Services - Alternate Location Additional Supports</b> *** (1)	<b>\$109.00 per Student/per 60 minutes</b>
<b>Alternate Location-Rel Svc Direct/Consult: ST, CSL, OT &amp; PT &amp; CSE &amp; TEAM Mtgs</b> (1)	<b>\$61.00 per Student/per 30 minutes</b>
<b>Alternate Location: Parent Training and CSE &amp; TEAM Mtgs</b> (1)	<b>\$156.00 per Student/per 60 minutes</b>
<b><u>Other Services Offered</u></b>	
Assistive Technology Services or Consulting and CSE & TEAM Meetings	\$156.00 per Student per hour
Staff Development & Training (3)	\$225 hourly rate pro-rated, per speaker
Daily Rate for Services	Pricing Available Upon Request
Leave Replacement	Pricing Available Upon Request
Interim Director/ Asst. Director for Special Education	Pricing Available Upon Request
Translation Services - Spanish Only	\$72.00 per 60 minutes (min. 2 hours)
Translation Services - all other Languages	\$94.00 per 60 minutes (min. 2 hours)
<b><u>Workshop &amp; Conferences - Customized to District Needs -</u></b>	See Workshop Rate Sheet pg. 3
* If IEP states "group" and a group is not available, individual rates will apply until a group is available.	-
**If only one student is present for a "group" session, individual rates will apply.	-
***Please note specific rate for BIS at the Alternate Location services does not include higher staff to learner ratios (ie: 1:2, 1:3). Additional Supports rates will apply for all hours BIS services are provided.	
<i>(1) In the event of a learners absence Alternate Location services will be billed at noted rate regardless of the length of the absence.</i>	
<i>(2) All Paraprofessional Services must include BIS Supervision at rate noted above for frequency of 5% of billable hours unless Bcon hours already exist for the specific setting.</i>	
<i>(3) Does not include CEU's, see Workshop and Conference Rate Sheet page 3.</i>	
<b><u>EVALUATIONS:</u></b>	<b><u>Rate [per eval]</u></b>
Central Auditory Processing (CAP-D) *must have <b>additional</b> Audiological	\$884
Auditory Continuous Performance Test (ACPT) *must have <b>additional</b> Audiological	\$360
Audiological	\$208
Assistive Augmentive Communication (AAC)	\$550

Functional Behavior Assessment Report (See Service Rate Sheet)	\$260
Behavior Intervention Plan Report (BIP)	\$260
Psychological	\$1,015
ADOS - * must have <b>additional</b> Social History and Classroom Observation	\$714
Social History	\$208
Classroom Observation	\$260
Educational	\$468
Reading	\$520
Occupational Therapy	\$434
PT or OT Screenings	\$102
Physical Therapy	\$408
Speech Therapy	\$434
Vision/ Orientation & Mobility Evaluation	\$495
Bilingual Evaluations	\$156 (additional per evaluation)
CSE Evaluation Meetings	\$102 per Student, per 60 minutes
CSE Meetings for ADOS	\$131 per Student, per 60 minutes
Should a student be unavailable for a scheduled session the District will be responsible for payment as if student were present but no more than 2x per month per student at the rate set forth.	
In the event that a Home provider is not notified of cancellation at least one hour prior to session the District will be billed for absence at the rate set forth (not to exceed more than one hour).	
The district must complete an FBA Authorization form when requesting an FBA or BIP to be completed for a particular student.	
PT & OT screenings only performed for the districts that have contracted us for those services and only at school locations services are being done.	

## **Workshop Fees (2023-24)**

Workshop rates are not subject to renewals. Current conference and training rates will apply.

<b>Time (# hrs per workshop)</b>	<b>Fee Schedule (per workshop)</b>
1	<b>\$350</b>
1.5	<b>\$450</b>
2	<b>\$550</b>
2.5	<b>\$650</b>
3	<b>\$750</b>
4	<b>\$1,000</b>
5	<b>\$1,250</b>
6	<b>\$1,500</b>

**Sessions booked less than two weeks before the scheduled date will be subject to a 10% surcharge.  
Sessions booked less than one week before the scheduled date will be subject to a 15% surcharge.**

**Note:** Each workshop is considered an individual entity and is billed as such. Any times not listed above will be prorated the prevailing rate. Quarter-hour session will be prorated to the higher half-hour rate.

**CEUs:** There will be an additional charge of \$125 per session, if you would like your staff to receive Continuing Education hours (e.g., ASHA, CTLE, NY State Board for Social Work hours, NASP). In addition, sessions for ASHA CEUs may incur an additional fee as required by ASHA to register the course with that agency.

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 the Martin De Porres School for Exceptional Children, Inc. (hereinafter the "SCHOOL"), having its principal place of business for the purpose of this Agreement at 621 Elmont Road, Elmont, NY 11003.

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 May 15, 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: Dr. Don Sturz  
Superintendent of Schools  
Valley Stream UFSD 24  
75 Horton Avenue  
Valley Stream, New York 11581

To School: Martin De Porres School for Exceptional Children, Inc.  
621 Elmont Road  
Elmont, New York 11003

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.

**Martin De Porres School for  
Exceptional Children, Inc.**

**Valley Stream Union Free School District 24**

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By:

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By: President, Board of Education

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

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 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 the Martin De Porres School for Exceptional Children, Inc. (hereinafter the "SCHOOL"), having its principal place of business for the purpose of this Agreement at 621 Elmont Road, Elmont, NY 11003.

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 July 1, 2023 through June 30, 2024, 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: Dr. Don Sturz  
Superintendent of Schools  
Valley Stream UFSD 24  
75 Horton Avenue  
Valley Stream, New York 11581

To School: Martin De Porres School for Exceptional Children, Inc.  
621 Elmont Road  
Elmont, New York 11003

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.

**Martin De Porres School for  
Exceptional Children, Inc.**

**Valley Stream Union Free School District 24**

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By:

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By: President, Board of Education

AGREEMENT

THIS AGREEMENT made \_\_\_\_ day of \_\_\_\_\_ 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as the "DISTRICT"), as the party of the first part, having principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and NEW YORK THERAPY PLACEMENT SERVICES, INC. (hereinafter referred to as "SERVICE PROVIDER"), as the party of the second part, having principal place of business for purposes of this Agreement at 299 Hallock Avenue, Port Jefferson Station, New York 11776.

WITNESSETH:

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

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

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

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

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

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

1. **TERM OF AGREEMENT:** Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, 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. Speech and Language Therapy
  - b. Occupational Therapy
  - c. Physical Therapy
  - d. Home Tutoring/Instruction
  - e. Resource Room Services
  - f. Evaluations (including written report)

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

7. Material Modification;
8. Evaluations;
9. Teaching parents how to implement programs; and
10. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the models for these services to the home program families and staff, initiate the model's implementation, and make adjustments where necessary. SERVICE PROVIDER's shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

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

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

h. 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.

i. 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.

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

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

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

11. 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 the SCHOOL DISTRICT pursuant to Agreement, for SCHOOL DISTRICT's verification of such individual's clearance status. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. REPORTS OF STUDENTS: SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.
13. REPORTS TO SCHOOL DISTRICT: SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.
14. COMMISSIONER VISITS: SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
15. AUTHORIZATION OF SCHOOL DISTRICT: SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.
16. SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.
17. PHOTO I.D.: SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is onsite providing services to SCHOOL DISTRICT.
18. STUDENT REMOVAL: SCHOOL DISTRICT shall have the right to add or remove a child from the program/ services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.
19. STUDENT PRESCRIPTIONS: Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of referred to SERVICE PROVIDER. SCHOOL



DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.

20. ATTENDANCE RECORDS: SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
21. TERMINATION:
  - a. This Agreement may be terminated by the 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 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 the SCHOOL DISTRICT in the event of a material breach by the SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
22. NON-EXCLUSION FROM PROGRAM PARTICIPATION: SERVICE PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. 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 the 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, the 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 the 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 Service Provider.

23. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
- b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:
  - i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
  - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
  - iv. use encryption technology to protect data while in motion or 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 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 further 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 security protections taken to ensure such data will be protected, including whether such will be encrypted.
- e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.
- f. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$20 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, 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 policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
  - b. The policy naming SCHOOL DISTRICT as an additional insured shall:

- i. be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
  - ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER 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 for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- v. **Umbrella/Excess Insurance:**  
\$3,000,000 each occurrence and aggregate. Umbrella/ Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.
- h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. SERVICE PROVIDER is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by SCHOOL DISTRICT.
- i. SCHOOL DISTRICT is a member/ owner of the NY Schools Insurance Reciprocal (NYSIR). SERVICE PROVIDER further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer.

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

New York Therapy Placement Services, Inc.  
299 Hallock Avenue  
Port Jefferson Station, New York 11776

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, disability, reproductive health decisions, 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, reproductive health decisions, 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 may be amended only in writing and signed by the parties.
36. NON-WAIVER: No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any

provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

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

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: \_\_\_\_\_

By: \_\_\_\_\_

NEW YORK THERAPY PLACEMENT SERVICES, INC.

Date: 5/9/23

By: John F. Johnson



Appendix A

**New York Therapy Placement Services, Inc.**

**2023-2024 Rates**

**OCCUPATIONAL THERAPY**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>	<b>30 Min. Group</b>
<b>In District</b>	\$44.00	\$30.00 per child \$65.00 per group
<b>Child Seen at Home or at Private or Parochial School</b>	\$55.00	\$30.00 per child

<b>Total Classroom Push-in Model</b>	<b>42 minutes</b>	<b>30 Minutes</b>
OT Consultations	\$95.00 per session	\$72.00 per session

<b>Kindergarten Hand Skills</b>	<b>45 minutes</b>	<b>30 minutes</b>
Week 1-6	\$95.00 per push-in entire class	
Week 6-12		\$72.00 per 30 minutes group session
<b><u>Handwriting Programs</u></b>		\$72.00 per group session

**PHYSICAL THERAPY**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>	<b>30 Min. Group</b>
<b>In District</b>	\$45.00	\$30.00 per child \$65.00 per group
<b>Child Seen at Home or at Private or Parochial School</b>	\$55.00	\$30.00 per child

**SPEECH THERAPY**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>	<b>30 Min. Group</b>
<b>In District</b>	\$44.00	\$30.00 per child \$65.00 per group
<b>Child Seen at Home or at Private or Parochial School</b>	\$55.00	\$30.00 per child

<b>Speech Push-in Classroom Program /Speech Improvement Group</b>	\$72.00 per 30 minutes group session
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**INDIVIDUAL STUDENT/TEACHER CONSULTATIONS**

<b>CONSULTATION TYPE</b>	<b>RATE</b>
OT/PT/SP Consults (per 30 minutes)	\$ 45.00
Sensory Consults (per 60 minutes)	\$100.00
Assistive Tech Consult/Training (15 minutes)	\$ 45.00
Classroom Consultation/Co-Teaching (per 60 minutes)	\$ 125.00

**EVALUATIONS**

<b>EVALUATION TYPE</b>	<b>MONOLINGUAL RATE</b>	<b>BILINGUAL RATE</b>
OT/PT/SP Screenings	\$90.00	\$90.00
OT/PT Evaluation/Re-Evaluation/Triennials	\$200.00	\$325.00
OT Evaluation with Sensory Profile	\$280.00	\$350.00
Speech Evaluation	\$280.00	\$380.00
Speech Feeding Evaluation	\$350.00	\$450.00
Social History Evaluation	\$125.00	\$225.00
Classroom Observation	\$90.00	\$90.00
Educational Evaluation	\$280.00	\$380.00
Psychological Evaluation	\$690.00	\$890.00
Psychological/Education Evaluation	\$890.00	\$1,120.00
Assistive Technology Evaluation	\$ 1,500.00	N/A
Annual Review Reports	\$60.00	\$60.00
ADOS	\$ 650.00	750.00

**Participation at CSE/TEAM Meetings/Program Reviews:**

To be prorated by the individual rate for all services.

**Scheduling Sessions:**

A scheduling session will be billed at \$35.00 per child one time at the onset of the service. This includes meeting and consulting with the student/teacher/staff in order to prepare an appropriate schedule for students.

**Remote Sessions:**

Remote sessions to be billed at the same rate as in-person sessions for all services

**RESOURCE ROOM/ HOME TUTORING**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>	<b>30 Min. Group (Rate Per Child)</b>
<b>In District</b>	\$50.00	\$35.00 per child
<b>Child Seen at Home or at Private or Parochial School</b>	\$55.00	\$35.00 per child

**PARENT TRAINING**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>	<b>30 Min. Group (Rate Per Group)</b>
<b>Home</b>	\$50.00	N/A
<b>Parent Training by BCBA</b>	\$75.00	N/A

**COUNSELING**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>	<b>30 Min. Group (Rate Per Child)</b>
<b>In District</b>	\$60.00	\$32.00 per child
<b>Child Seen at Home or at Private or Parochial School</b>	\$60.00	\$32.00 per child

**BEHAVIORAL SERVICES**

<b>Service</b>	<b>Rate Per Hour</b>
Teachers Assistant ABA (Home-Based)	\$45.00
1:1 Teachers Aide (School-Based)	\$45.00
Services by Registered Behavior Technician	\$58.00
Special Educator ABA (Home-Based)	\$ 100.00
BCBA Supervision	\$150.00
Behavioral Consultation (BCBA)	\$150.00
ABA by BCBA	\$150.00
FBA/BIP	\$150.00
Autism Consultation/Training by BCBA	\$150.00

**EXTENDED SCHOOL DAY-AFTER SCHOOL PROGRAM**

<b>TYPE OF SERVICE</b>	<b>Rate Per Hour Up to 12 Students per group 2023-2024</b>
BCBA/Special Education Group Behavioral Services	\$250.00
Paraprofessional/Registered Behavior Technicians	\$50.00
Parent Training for Group Participants by Special Education Teacher	\$150.00
Parent Training for Group Participants by BCBA	\$250.00

**ADDITIONAL BEHAVIORAL STAFF TRAINING & BEHAVIORAL SUPPORT PROGRAMS**

<b>TYPE OF SERVICE</b>	<b>Rate Per Hour</b>
Center Based ABA School Support (Port Jefferson Location)	\$150.00 BCBA \$58.00 RBT
ABA Staff Training by BCBA	\$175.00
40 Hour RBT Training to Staff	\$125.00 per participant

**TRANSLATIONS:**

\$95.00 Flat Fee up to 1 hour

\$45.00 per 30 minutes after 1 hour

\$28.00 per page for written translations

**INTEGRATED CO-TEACHING (ICT):**

Staff training, classroom consultation and ongoing coaching options

\$150.00 per hour

**WORKSHOPS:**

Full Day: \$1600.00

Workshops under Three hours: \$800.00

**NOTES:**

1. Sessions in excess of 30 minutes will be prorated based on the 30-minute rate.
2. Students that have a group recommendation on their IEP but lack an appropriate group due to age, functioning, scheduling issues, or prescription issues will default to an individual session until an appropriate group becomes available.

**AGREEMENT  
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of \_\_\_\_\_, 2023, by and between the Valley Stream Union Free School District #24 (“District”) and NEW YORK THERAPY PLACEMENT SERVICES, INC. (“Contractor”).

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

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

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

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

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

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

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

- court order and written notice is given to the District (notice is not required if it is expressly prohibited by a statute or court order);
- (vi) maintain reasonable safeguards to maintain confidentiality of personally identifiable information in PII Data;
  - (vii) use legally mandated encryption technology<sup>1</sup> 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

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<sup>1</sup> 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: John F. Johnson

DATE: \_\_\_\_\_

DATE: 5/9/23



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## Parents' Bill of Rights for Data Privacy and Security

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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](mailto: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](http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_2.pdf)

### THIRD PARTY CONTRACTOR SUPPLEMENT

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

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

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

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

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

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

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

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

In the event that a parent or eligible student wishes to challenge the accuracy of PII Data concerning that student that is maintained by Contractor or its subcontractors, such challenge may be processed through the procedures provided by the applicable educational agency or institution for amendment of education records under the Family Educational Rights and Privacy Act

### **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:
  
- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information:
  
- (iii) Contractor has complied with requirements of §121.3(c) of the Commissioner's Regulations by providing and complying with the supplemental contractor information attached to its contract or written agreement with the District, or as follows:
  
- (iv) Contractor's employees and any assignees with access to student data, or teacher or principal data have received or will receive training on relevant confidentiality laws, before receiving access to such data, as follows:
  
- (v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows:
  
- (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:
  
- (vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows:



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Occupational • Physical • Speech Therapy • Psychology • Special Education  
Applied Behavioral Analysis (ABA)

NEW YORK THERAPY PLACEMENT SERVICES, INC.  
DATA PRIVACY AGREEMENT AND  
PARENTS' BILL OF RIGHTS SUPPLEMENTAL INFORMATION  
(FOR RELATED SERVICES CONTRACTS)  
Updated: 3/31/22

**1. The exclusive purposes for which the student data will be used:**

*Student data will be used for providing related services to the student.*

**Access to Child Record Files**

*Internal employees who have a need to access child records to perform their job duties are given password protected access to the data servers.*

*Any field employees requiring access to electronic child record files must be pre-authorized to be on our network. The network requires a two-step login process in which the user first must log in to our Virtual Private Network (VPN). Once accepted by the VPN, users then log in again to access the network.*

*Both internal and field users on the network are required to change passwords every 90 days, and past passwords may not be repeated.*

**2. Data Accuracy/Correction Practices: How a parent or student may challenge the accuracy of the student data that is collected:**

*If a parent or eligible student feels the education records relating to the student contain information that is inaccurate, misleading, or in violation of the student's rights of privacy, he or she may ask the agency to amend the record. (FERPA Subpart C, Section 99.20). Parents may exercise their right to request an amendment of their child's educational records by sending their request to:*

New York Therapy Placement Services, Inc.  
299 Hallock Avenue  
Port Jefferson Station, NY 11776  
Attn: John Johnson, Director of Operations and Compliance Officer

Phone: 631-473-4284  
E-mail: john.johnson@nytps.com

*New York Therapy will review the request within a reasonable time of receiving it and notify the requester of its decision to amend the record or not. If the request is denied, the requester has the right to request a hearing to challenge the decision not to amend the records. If after the hearing the agency still maintains that the contents of the record are correct, the requester may place a statement into the record commenting on the contested information or stating why he or she disagrees with the decision of the agency. This statement will be maintained by the agency with the contested part of the record and will be disclosed whenever the agency discloses that portion of the record to which the statement relates.*

**3. Subcontractor Oversight Details: How the contractor will ensure that subcontractors, persons, or entities with whom it shares student data will abide by data protection and security requirements:**

*All subcontractors and independent contractors are expected to maintain the same vigilance in protecting personally identifiable information as does the Agency. All subcontractors must sign the New York Therapy Placement Services, Inc. Business Associate Agreement which outlines the following responsibilities pertaining to safeguarding PII:*

- *PII will not be disclosed or discussed with others, including friends or family, who do not have a need to know it.*
- *PII will be used, disclosed, accessed, or viewed only to the extent required to carry out responsibilities, except as may be required by law.*
- *PII will not be discussed where others can overhear the conversation. It is not acceptable to discuss PII in public areas even if a patient's name is not used.*
- *Inquiries about PII will not be made on behalf of personnel not authorized to access or view such information.*
- *Safeguards will be established to prevent misuse as well as inappropriate access, alteration, destruction, or disclosure of PII.*
- *Violations of any of the proceeding requirements will be immediately reported to New York Therapy Placement Services, Inc. at 631-473-4284.*
- *After termination or expiration of providers' agreement with New York Therapy Placement Services, Inc., provider remains responsible to continue safeguarding PII.*

**4. Data Security and Encryption Practices – NYTPS Hosted Network System**

**Summary**

- **All Servers are Encrypted at the Storage level – while at rest, via VMware Encryption protocols.**

- **All Server Communication is Encrypted at the network level – while in transit, via VMware Encryption protocols.**
- **All Communication is Encrypted at the client connection level – while in transit, via OpenVPN Encryption protocols**

### Data Encryption Standards

All hosted servers for NYTPS are housed on a fully redundant, high availability VMware based server and storage system. The VMWare 7.x system includes vSphere Virtual Machine Encryption that supports encryption of virtual machine files, virtual disk files, and core dump files.

Two types of keys are used for encryption:

1. The ESXi host generates and uses internal keys to encrypt virtual machines and disks. These keys are used as data encryption keys (DEKs) and are XTS-AES-256 keys.
2. vCenter Server requests keys from the KMS. These keys are used as the key encryption key (KEK) and are AES-256 keys. vCenter Server stores only the ID of each KEK, but not the key itself.

ESXi uses the KEK to encrypt the internal keys and stores the encrypted internal key on disk. ESXi does not store the KEK on disk. If a host reboots, vCenter Server requests the KEK with the corresponding ID from the KMS and makes it available to ESXi. ESXi can then decrypt the internal keys as needed.

Servers are all encrypted using these standards at the VM level. These servers include the Database server, the file server, and the terminal servers where people remotely login to the box. All data transfers in this encrypted envelope.

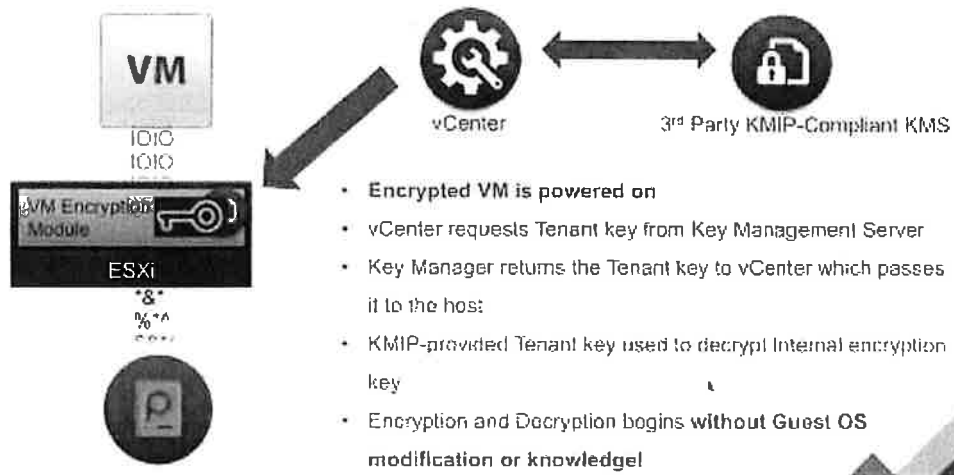
*All Servers systems (Database, File Storage, Remote Desktop) are contained in a fully encrypted environment using VMware 7.x. All communications between these services happens via either the internal encrypted network in the host sessions or through the client VPN (See Below).*

### **Client Encryption**

All clients connect to the remote server environment via a VPN client that supports AES-256-GCM (OpenVPN 2.4+) standards. In addition All computing sessions transfer RDP protocols which have their encryption using TLS MS standards. *All data is encrypted entering/leaving the datacenter via this VPN tunnel.*

**The Picture Below Shows how the Server Encryption happens at startup and at rest.**

## VM Encryption – How it works



### 5. Contract Lifecycle Practices: When the agreement expires, what happens to the student data?

*Pursuant to The New York State Retention and Disposition Schedule for New York Government Records (LGS-1), New York Therapy Placement Services will retain student data for 6 years after the date of the student's graduation, or 6 years past the child's 21<sup>st</sup> birthday, whichever is shorter. With written request from the district, NYTPS will destroy student data after that mandated period expires or return the data to the district. NYTPS will provide written certification of the secure deletion and/or destruction of PII. The security measures in this agreement are for the life of the contract, including any extensions, and NYTPS will follow all State, Federal, and local data security and privacy requirements including, without limitation, the District's policy.*

### 6. Where the student data will be stored and the security protections taken to ensure such data will be protected, including whether such data will be encrypted:

*The NYTPS network system uses a domain-based Microsoft network. All data is stored on either a file server or database server. Each user has a unique ID and password. Passwords are set to be changed every 90 days for network access. Access to our member database is controlled by additional separate login ID.*

*All access to the network and database is based on role level access. User accounts are defined by job function and access to network resources are given based on that role. All network accounts are reviewed on at least an annual basis.*

*Emails that have personally identifiable information (PII) are encrypted using a software system for all outbound emails. Inbound emails can also use this system.*

*Backups are stored on an in-house system using data password encryption on the drives. Backups are stored in an alternate office location. Windows Systems are updated with all security patches on a bi-weekly basis. Application updates are applied by vendor standards. All desktops and servers have anti-virus applications that update on a daily basis. Server systems have MSBPA (Microsoft Best Practice Analyzer) run on them before going into production and at least annually thereafter.*

*Remote access to network is accessed via a VPN based solution. Only users with a job role need have access to data remotely.*

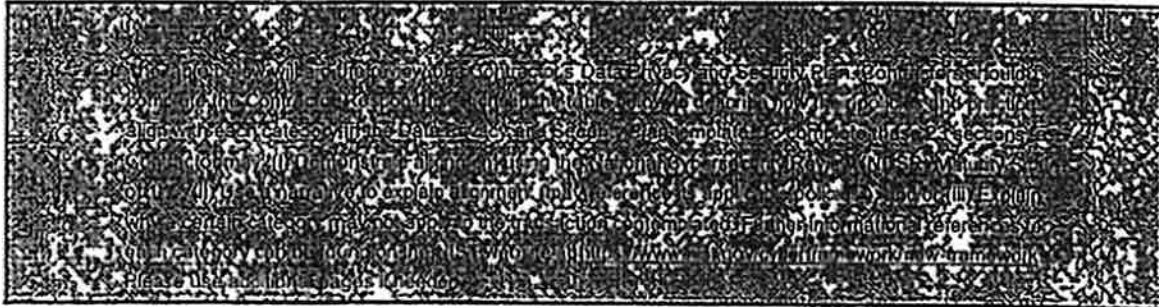
**7. NIST Framework** – New York Therapy follows the voluntary standards and guidelines of the NIST Framework Version 1.1 to help manage its cybersecurity risk. Please see the following pages for our NIST checklist.

**8. Data Privacy Training** – All employee staff and officers are provided with privacy training upon joining the company. The company's employee manual contains sections on confidentiality and PII as in accordance with Federal, State, and local law, policy, and regulation including, without limitation, FERPA, NY Education Law Section 2-d, and District policy. Each employee must read the manual and sign an attestation agreeing to the terms of the manual. Similarly, each independent contractor must read and agree to our Business Associate agreement which requires the independent contractor to understand and abide by the aforementioned applicable data protection and security requirements set forth in Federal, State, and local law, policy, and regulation.

**9. Breach of Data Security** – In the event of the unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules, and regulations or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, New York Therapy will notify the Educational Agency of the breach without unreasonable delay no later than seven (7) business days after discovery of the breach. Such notification will include, but not be limited to, a description of the breach including the date of the incident and date of discovery, the types of PII affected and the number of records affected; a description of the NYTPS investigation into the breach, and the contact information of NYTPS employees to contact regarding the breach. NYTPS will cooperate with the EA and law enforcement, if necessary, in any investigations into the breach.



**EXHIBIT: NIST CSF TABLE**



Function	Category	Contractor Response
IDENTIFY (ID)	<b>Asset Management (ID.AM):</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	NCSR Level 6
	<b>Business Environment (ID.BE):</b> The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions	NCSR Level 6
	<b>Governance (ID.GV):</b> The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	NCSR Level 6
	<b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	NCSR Level 5
	<b>Risk Management Strategy (ID.RM):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	NCSR Level 6

PROJECT (PR)	<p><b>Supply Chain Risk Management (ID.SC):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks</p>	NCSR Level 6
	<p><b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions</p>	NCSR Level 6
	<p><b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements</p>	NCSR Level 4
	<p><b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.</p>	NCSR Level 5
	<p><b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.</p>	NCSR Level 5
	<p><b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.</p>	NCSR Level 6
	<p><b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.</p>	NCSR Level 6
	<p><b>Anomalies and Events (DE.AE):</b></p>	

DETECT (DE)	Anomalous activity is detected and the potential impact of events is understood.	NCSR Level 6
	Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	NCSR Level 6
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	NCSR Level 6
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	NCSR Level 6
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	NCSR Level 6
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	NCSR Level 5
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	NCSR Level 5
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	NCSR Level 5
	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	NCSR Level 6
RECOVER (RC)	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	NCSR Level 6
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	NCSR Level 6

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 NICOLE GUTTMAN, SLP P.C. (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 66 Rowe Avenue, Lynbrook, New York 11563.

WITNESSETH:

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

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

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

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

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

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

1. **TERM OF AGREEMENT**: Agreement shall be in effect for the period July 1, 2023 through June 30, 2024, 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. **Feeding Therapy**
  - b. **Speech-Language Therapy**
  - c. **Evaluations**
  - d. 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 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.
  - 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:
- Nicole Guttman, SLP P.C.  
66 Rowe Avenue  
Lynbrook, New York 11563
- Valley Stream Union Free School District 24  
75 Horton Avenue  
Valley Stream, New York 11581  
Attn: Director of Pupil Services
28. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
29. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

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

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

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

VALLEY STREAM UNION FREE SCHOOL  
DISTRICT 24

Date: \_\_\_\_\_

By: \_\_\_\_\_

NICOLE GUTTMAN, SLP P.C.

Date: 5/14/23 \_\_\_\_\_

By:  \_\_\_\_\_



# APPENDIX A

Nicole Guttman, SLP P.C.

## 2023-2024 Rates

SERVICE	RATE
Feeding Therapy	\$77.00 per 30 minute session \$117.00 per 45 minute session \$154.00 per 60 minute session
Speech-Language Therapy	\$56.00 per 30 minute session \$84.00 per 45 minute session \$112.00 per 60 minute session
Evaluations (including written report)	\$408.00 per evaluation
Meetings & CSE Reviews	\$102.00 per meeting

**AGREEMENT  
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of \_\_\_\_\_, 2023, by and between the Valley Stream Union Free School District #24 (“District”) and Nicole Guttman, SLP P.C. (“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 technology<sup>1</sup> to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
- (viii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

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

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

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

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

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

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

DISTRICT

CONTRACTOR

BY: \_\_\_\_\_

BY: Nicole Guttman

DATE: \_\_\_\_\_

DATE: 5/14/23

### 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: ~~the~~ securing all data in locked file cabinet. The following security protections will be in place To ensure that PII Data is protected: password protections, encryption while PII is in motion and at rest, firewalls and following state/federal an school districts safeguards and administrative procedures.
- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information: Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred
- (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: will employ technology, safeguards and practices that align with the National Institute of Standards and Technology cybersecurity framework.
- (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: Annual training on federal and state law governing confidentiality, policies and safeguards will be provided associated with industry standards and best practices that protect PII
- (v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows: N/A - NO Subcontractors
- (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: promptly acknowledge any complaints received and commence investigation into the complaint, while taking necessary precautions to protect personally identifiable information. Contractor will provide a response detailing findings. School District will be notified within (7) days of discovery of the breach and unauthorized disclosure.
- (vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows: ALL PII Data will be disposed of in accordance with the district - (1) delivered to district or transitioned to a successor contractor. (2) de-identified and/or (3) deleted from computer systems and destroyed. (4) provide written confirmation of such disposition to the district upon written request.

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the BOARD OF EDUCATION, VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 (hereinafter referred to as the "School District"), with offices for the transaction of business located at 75 Horton Avenue, Valley Stream, New York 11581, and Our Kids Place Country Day, Inc. (hereinafter referred to as the "Contractor") with offices for the transaction of business located at 1346 Broadway, Hewlett, New York 11557.

WITNESSETH

WHEREAS, Chapter 436 of the Laws of 1997 and § 3602-e of the Education Law of the State of New York established the New York State Universal Pre-Kindergarten Program, open to the application and participation of all School Districts, and

WHEREAS, the additional funding made available in support of aforesaid program provides school districts an opportunity to obtain State funding to establish a full day universal pre-kindergarten program for four year-olds to participate in a pre-kindergarten program, as applicable ("universal pre-kindergarten"), and

WHEREAS, applications for funding that contain strong collaborative arrangements with local pre-kindergarten providers were given preference by the State, and

WHEREAS, the application of the School District was successful and included the placement of children in the universal pre-kindergarten programs operated by the Contractor, and,

WHEREAS, it is necessary for the School District and the Contractor to enter into this Agreement to effectuate the aforesaid placement,

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. AUTHORITY

This AGREEMENT is entered into and authorized by § 3602-e and § 3602-ee of the Education Law of the State of New York, as amended, and by Chapter 436 of the Laws of 1997. The purpose of this Agreement is to establish the terms and conditions of an agreement between the School District and the Contractor for the provision of universal pre-kindergarten services to students placed in said program by the School District.

2. COMPLIANCE WITH STATE LAW AND REGULATIONS

- a. The universal pre-kindergarten program operated by the Contractor shall, during the term of this Agreement, comply in all respects with the Regulations of the Commissioner

of Education pertaining to universal pre-kindergarten programs contained in 8 N.Y.C.R.R. § 151-1.2 through and including § 151-1.13. The Contractor acknowledges that it is familiar with the aforesaid regulations, has reviewed them and shall be responsible for compliance with any amendments thereto. In the event that the School District shall determine that the universal pre-kindergarten program operated by the Contractor is not in compliance, or in the event that the School District is given notice thereof by the State of New York or any agency or department thereof, the School District shall immediately give the Contractor notice thereof. Thereupon, this Agreement shall be terminated.

- b. The universal pre-kindergarten program operated by the Contractor, shall during the term of this Agreement, comply in all respects with the guidance issued by the New York State Education Department, New York State Department of Health, and the Office of Children and Family Services as applicable, regarding reopening pre-kindergarten programs amid the COVID-19 pandemic including health and safety guidance aimed at preventing the spread of COVID-19. The Contractor acknowledges that it is familiar with the aforesaid guidance, has reviewed it, and shall be responsible for compliance with any amendments or modifications thereto. The Contractor understands that it shall provide a copy of its plan to the School District upon execution of this Agreement.

### 3. REGISTRATION; PROGRAM REQUIREMENTS AND EVALUATION

- a. The Contractor shall provide full day pre-kindergarten services for a minimum of 48 students. There shall be an average of 18 students per class with a staff to student ratio of 1:8; notwithstanding, the parties understand that class size may be altered to ensure proper social distancing as required. The Contractor shall comply with staffing ratios as required by law and regulations. Services shall be rendered in accordance with applicable law and regulation and the School District's universal pre-kindergarten plan.
- b. The Contractor's universal pre-kindergarten program shall, at a minimum: (a) provide an age and developmentally appropriate curriculum and activities which are learner centered; (b) provide for an assessment of the development of language, cognitive and social skills; (c) provide and promote early literacy and mathematics instruction; (d) ensure continuity in the program with instruction in the early elementary grades; (e) encourage children to be self-assured and independent; (f) encourage the co-location and integration of children with special needs; (g) utilize staff who meet the qualifications set forth pursuant to the rules of the board of regents; (h) provide for strong parental partnership and involvement in the implementation of and participation in the plan (i) provide staff development and teacher training for staff in all settings in which pre-kindergarten services are provided; (j) contain a method for selection of eligible children on a random selection basis; (k) provide timely and ongoing communication with district office personnel regarding the filling of vacant seats in the program as they arise; (l) communicate on an on-going basis with building principals regarding student issues such as social, emotional, medical and educational needs. In addition, the Contractor shall have a continuity of learning plan that addresses in-person, remote and hybrid models of instruction, as may be required by the New York State Department of Education. Such continuity of learning plan must demonstrate parity between universal pre-kindergarten students and other pre-kindergarten students and shall be submitted to the School District

for its review. Contractor understands and agrees that its continuity plan shall be submitted to the School District by July 14, 2024.

- c. Programs must provide meals and snacks to ensure the nutritional needs of children are met as required by applicable law, rules, regulation and implementing guidance. If mealtime is included as part of the instructional day, mealtime should be a positive experience for each child and must include meaningful adult-child interactions and opportunities for learning. To count toward the instruction time requirement, mealtime should include, but not be limited to, teachers and paraprofessionals participating in mealtime by maintaining required staff to student ratios and qualifications; being seated among children at the meal tables; participating, facilitating, and guiding meaningful extended conversations; modeling appropriate mealtime behavior with supportive guidance; and facilitating problem solving and turn taking. Mealtime setting should allow for reciprocal conversations between adult/child as well as child/child in guided topics that are of interest to and relevant to children; comfortable and relaxing conversations that facilitate literacy development by encouraging new vocabulary; and accommodations for learning opportunities for students who finish mealtime before their peers. Daily mealtime instructional planning should give thoughtful consideration to the five domains of the New York State Pre-kindergarten Learning Standards.
- d. Budgets must be submitted periodically to the School District on or before November 17, 2023, March 22, 2024, and June 28, 2024.
- e. In the interest of keeping parents, legal guardians/custodians and students informed, the Contractor shall send regular newsletters and other correspondences aimed at provided information and updates concerning the universal pre-kindergarten program. Such newsletters shall be sent at least on a monthly basis.
- f. All students referred for placement with the Contractor's pre-kindergarten program through the School District Universal Pre-Kindergarten Program must have registered with the School District's central registration office.
- g. The Contractor's Program Director shall visit the universal pre-kindergarten program at least once per week to oversee and assess implementation and efficacy. The Contractor shall assign an on-site supervisor to be on location full-time. Such supervisor's duties shall include, but not be limited to, supervision, monitoring and evaluation of the universal pre-kindergarten program and its personnel.
- h. The School District's Universal Pre-Kindergarten Coordinator, or other designated School District administrator, will conduct at least one (1) formal annual evaluation of the staff and program. In addition, informal random visitations will take place throughout the school year. The School District's Universal Pre-Kindergarten Coordinator shall have access to all elements of the pre-kindergarten program including classroom visits, teacher observations, records and documents as deemed necessary by the School District or supervisor.



4. ATTENDANCE AND CALENDAR REQUIREMENTS

- a. The Contractor shall maintain a daily record of student attendance and forward attendance information to the School District each week.
- b. The Contractor must operate on the same school calendar as the School District. Students are to attend the full day universal pre-kindergarten program five days per week for at least five hours.
- c. Children who do not attend on a regular basis or are regularly late to the program shall be referred to the School District's Universal Pre-Kindergarten Coordinator or other administrator. Upon a determination by either the Contractor or the School District that attendance is deficient, a meeting with the parent shall be promptly held by the Contractor to determine the reasons for the attendance problem and to identify steps to resolve the attendance problem. Inability to resolve the problem after documented interventions should be referred in writing to the School District Universal Pre-Kindergarten Coordinator.
- d. Children who do not attend class or are late for two (2) consecutive weeks without an appropriate medical excuse or other reasonable explanation shall be removed from the roster by the Contractor, or at the direction of the School District Universal Pre-Kindergarten Coordinator. In the former event, the School District Universal Pre-Kindergarten Coordinator shall be promptly notified in writing that such action has been taken.

5. DISCIPLINE AND SUSPENSION OF STUDENTS

Pre-kindergarten students placed with the School District's universal pre-kindergarten program shall only be suspended from attendance following notice to the School District's Universal Pre-Kindergarten Coordinator, and following the application of appropriate due process procedures which shall include notice to the child's parent or person in parental relation, and an opportunity for the child and his/her parent or person in parental relation to be heard. A decision to seek suspension shall be premised upon the child's behavior (which shall have been documented), and shall be preceded by application of appropriate non-suspension interventions, parent input and involvement, and involvement of special needs personnel, if appropriate. No suspension shall be effectuated without the prior written approval of the School District's Universal Pre-Kindergarten Coordinator.

6. CUMULATIVE FOLDERS

The Contractor shall maintain cumulative folders with notification of parent-teacher conferences/contacts, student academic portfolio/artifacts, and other important information relative to the child. These cumulative folders shall be turned over to the School District at the end of the 2023-2024 school year.

7. CURRICULUM

The Contractor shall strictly follow the School District's Pre-Kindergarten Curriculum and Assessment, as approved by the Board of Education. Assessment records must be maintained for each child and a copy thereof shall remain on file in each student's cumulative folder.

8. ANNUAL ASSESSMENT

The Contractor shall screen each child as soon as possible following guidance from the New York State Department of Health and provide such results to the School District within twenty-one days (21) days of enrollment unless otherwise required or modified by the New York State Department of Education or the New York State Department of Health due to the COVID-19 pandemic. In addition, the Contractor shall provide the School District with academic assessments of its participation in the School District's universal pre-kindergarten program to determine the extent that goals and objectives have been met at the beginning, middle, and end of the year (i.e. October, January and May). Said assessment shall be submitted on or before June 1, 2024 and each year thereafter in the event that this contract is renewed.

9. FACILITIES, SUPPLIES AND EQUIPMENT

The Contractor shall maintain appropriate equipment, supplies and materials for each pre-kindergarten child. (Nothing herein contained shall diminish the responsibility of the Contractor to comply with the facility requirements of 8 N.Y.C.R.R. § 151-1.2 through and including § 151-1.13).

10. INSURANCE

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONTRACTOR hereby agrees to effectuate the naming of the District as an additional insured on the CONTRACTOR'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 the District as an additional insured shall:
  - i. Be an insurance policy from an A.M. Best A-rated or better insurer, licensed in the State of New York.
  - ii. State that the CONTRACTOR's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
- c. The 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 the 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 CONTRACTOR that are covered by the liability policies.
- e. At the District's request, CONTRACTOR shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, CONTRACTOR will provide a copy of the policy endorsements and forms.

- f. CONTRACTOR agrees to indemnify the District for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
  - i. Commercial General Liability Insurance:  
\$1,000,000 per occurrence/\$2,000,000 aggregate, with coverage for sexual misconduct.
  - ii. Workers' Compensation and N.Y.S. Disability:  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.  
  
A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly online to the Workers' Compensation Board:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)
  - iii. Professional Errors and Omissions Insurance:  
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of CONTRACTOR performed under the contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
  - iv. Excess Insurance  
\$3,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
  - v. Sexual Misconduct Liability  
\$1,000,000 per each occurrence and aggregate
  - v. Daycare Providers E & O insurance  
\$2,000,000 each occurrence and aggregate. Coverage for the errors and omissions of the board, administrators, and employees.
- b. CONTRACTOR acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. CONTRACTOR is to provide the 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 the 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 the District.
- c. The District is a member/ owner of the NY Schools Insurance Reciprocal (NYSIR). CONTRACTOR further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

## 11. INDEMNIFICATION

Notwithstanding the provisions of this Agreement regarding insurance, and without limitation as to the coverages specified, the Contractor hereby agrees to protect, defend, indemnify and save the Valley Stream Union Free School District #24 and its board members, Superintendent of Schools, officers, employees, and agents free and harmless from any and all claims, demands, actions, suits, liabilities, settlements, costs, losses, penalties, and expenses, including attorneys' fees, court costs and other expenses of litigation or administrative proceeding, or incurred by or imposed on School District in connection with the investigation or defense relating to such claim or litigation or administrative proceeding of any nature, resulting directly or indirectly from or pertaining to arising out of or in connection with, this Agreement or the Contractor's business and operations, however caused, or arising out of any act, happening, or other event occurring on or at the Contractor's Premises which is not the act of the Valley Stream Union Free School District #24, its agents or representatives. This paragraph shall survive termination of this Agreement.

## 12. FIRE SAFETY REQUIREMENTS

Buildings and classrooms operated by the Contractor on behalf of the School District shall meet the New York State Uniform Fire Prevention and Building Code (9 N.Y.C.R.R. Parts 600 through 1250), 8 N.Y.C.R.R. §§ 151-2.7 and 155.7 or its equivalent (notwithstanding the exemption for schools in cities with populations over 125,000 persons) and Part 418 of the Regulations of the Department of Social Services (18 N.Y.C.R.R. Part 418).

## 13. METHOD OF PAYMENT

The School District has allotted to pay a per pupil amount of Five Thousand, Nine Hundred Forty Dollars (\$5,940.00) for the first forty-eight (48) students; Six Thousand, Seven Hundred Fifty-Six Dollars (\$6,756.00) per pupil for the next seventeen (17) students, up to sixty-five (65) students; and Seven Thousand One Hundred Eighty-Five Dollars (\$7,185.00) per pupil for the next forty-one (41) students, above and beyond sixty-five (65), and up to a maximum of one hundred six (106) students for full day sessions for placement in the universal pre-kindergarten program operated by the Contractor for the 2023-2024 school year; however, the final amount paid will be calculated based upon the grant allocation amount as determined by NYSED for the universal pre-kindergarten services provided by the Contractor. The School District will make payment to the Contractor at the end of each month based on current and actual student enrollment. The Contractor shall submit invoices for the universal pre-kindergarten services rendered in accordance with the School District's Purchasing Policy and in such form as required by the School District's Business Office. The School District reserves the right based upon non-attendance to fill slots if they should become available throughout the school year. It is expressly understood and acknowledged by the Contractor that the funds for the universal pre-kindergarten placements contemplated hereunder are appropriated by grant through the State of New York. In the event of diminution or cessation of then current appropriations by the State, the School District reserves the right to cancel any then existing placements with the Contractor, or to terminate this Agreement in all respects with no recourse by the Contractor. In the event of a closure related to COVID-19 during which the Contractor does not provide universal pre-kindergarten services, Contractor understands and agrees that no

payment will be made for the period during which Contractor does not provide services in accordance with the Contractor's continuity of learning plan.

14. STAFFING AND STAFF DEVELOPMENT

- a. The Contractor shall provide all professional development as required or requested by the School District to both the universal pre-kindergarten staff and the School District's kindergarten staff to ensure continuity of instruction and best instruction. The Contractor agrees to plan, organize, and implement appropriate professional development activities in consultation with the School District.
- b. The Contractor shall provide the School District with information relative to staff members who are responsible for the instructional program of universal pre-kindergarten students. The Contractor shall include in such information: a description of staff qualifications, stability of staff in relation to average duration of employment, rate of turnover and ability to fill vacancies in a timely manner. Further, this information shall include: Certification documents, educational background and training of all teachers and paraprofessional support staff who are directly involved with providing services to universal pre-kindergarten students.
- c. Within two (2) days of receipt of a written notice that the School District objects to the continued use of a certain employee of the Contractor to provide pre-kindergarten services to students placed by the School District, the Contractor shall remove said employee from any and all contact with School District students.
- d. In accordance with its proposal, the Contractor affirms that all teachers employed by the Contractor and assigned to provide services to School District students hereunder shall be New York State certified teachers.
- e. Pursuant to New York State Regulations regarding staff qualifications (8N.Y.C.R.R. §151- 1.5 c, d), a pre-kindergarten teaching assistant providing support in a pre-kindergarten classroom shall have a high school diploma and six (6) hours of college credit in a related field pursuant to 8 N.Y.C.R.R. § 80, and those assistants in programs for limited English proficient (LEP) children, shall have bilingual proficiency in the children's native language.
- f. A pre-kindergarten teacher aide providing support in a pre-kindergarten classroom must meet the requirements prescribed in 8 N.Y.C.R.R. § 80, and those aides in programs for LEP children shall have bilingual proficiency in the children's native language.
- g. Teachers will participate in bi-monthly meetings with School District personnel after school hours to discuss program issues, or attend School District initiated staff development activities.
- h. All staff hired for this program are subject to Part 87 of the Commissioner's Regulations (8 N.Y.C.R.R. Part 87), concerning criminal history record checks, including fingerprint clearance. It shall be the responsibility of the School District to ensure that all Contractor

program personnel have received clearance by the New York State Education Department to be employed in accordance with Part 87. The School District shall provide written notice to Contractor of such approval upon receipt of such information from the State Education Department as well as any notice of criminal activity during the course of employment

- i. The Contractor shall make all necessary personnel available to participate in committee on special education (CSE) meetings, committee on preschool special education (CPSE) meetings and child study team (CST) meetings, at no additional cost.
- j. The Contractor shall provide the School District with a copy of any progress reports and/ or observation reports which are prepared in connection with the services rendered under this Agreement. In addition, the Contractor shall meet with the District's Coordinator as required for purposes of collaboration and facilitation of program implementation

## 15 TERMINATION

The School District may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective two (2) days after written notice (or such other notice as may be required by applicable state law) is given by the School District to the Contractor of any material breach of this Agreement.

## 16 INDEPENDENT CONTRACTOR

- a. The Contractor will be 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 be solely that of an independent contractor. As such, the compensation being paid pursuant to this Agreement shall not be subject to withholding taxes or other employment taxes required with respect to compensation paid by the school district to an employee. All employees of Contractor shall be deemed employees of Contractor for all purposes and Contractor alone shall be responsible for their work, personal conduct, direction, and compensation. Contractor acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of School District. Contractor 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. Contractor 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, Contractor, 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 the School District. Contractor agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. Contractor 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. Contractor shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the School District and its employees.

- b. The Contractor shall observe all requirements imposed by any laws upon corporations. The School District shall submit a Form 1099 and IT 2102.1at year end to the Federal government, which the Contractor will report for income tax purposes. Neither the Contractor nor any of its employees, agents or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance.
- c. The Contractor will pay all expenses incurred in connection with the performance of duties hereunder, including but not limited to automobile and/ or travel expenses. With regard to employees of the Contractor, the Contractor alone shall be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

17. ASSIGNMENT :CONDITIONS ANDLIMITATIONS

- a. The Contractor shall not sell, assign, transfer or encumber this Agreement or any other interest hereunder, or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law or otherwise, without the prior written consent of the School District.
- b. If the Contractor is a corporation, partnership, unincorporated association or similar entity, the terms of this subparagraph (a) above shall be deemed to apply to any sale, resale, pledge, assignment, transfer, or encumbrance of the voting stock of, or other ownership interest in, the Contractor.

18. NOTICES

All notices hereunder shall be in writing and shall be duly given if hand delivered or sent by registered or certified mail, postage prepaid and addressed:

- a. If to the School District, at:

- 1. If to the Valley Stream Union Free School

District #24, at:

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

(b) If to the Contractor, at:

Our Kids Place Country Day, Inc.  
1346 Broadway  
Hewlett, New York 11557

or at such other address as the School District or the Contractor shall have specified by notice to the other party, provided by this Agreement

19. GOVERNING LAW

This Agreement has been made and entered into in the State of New York and all rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

20. REMEDIES CUMULATIVE; WAIVER; CONSENT

- a. All rights and remedies of the School District and of the Contractor enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity and said rights or remedies may be exercised and enforced concurrently. No waiver by the School District or by the Contractor of any covenant or condition or the breach of any covenant or condition of this Agreement to be kept or performed by the other party shall constitute a waiver of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by the School District of any payments due to it hereunder shall not be deemed to be a waiver by the School District of any preceding breach by the Contractor of any terms, covenants, or conditions of this Agreement.
- b. Whenever this Agreement requires the School District's prior approval or consent, the Contractor shall make a timely written request to the School District therefor, and such approval shall be obtained in writing. The School District makes no warranties or guarantees upon which the Contractor may rely, and assumes no liability or obligation to the Contractor, by providing any waiver, approval, consent, or suggestion to the Contractor in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor. Any waiver granted by the School District shall be subject to the School District's continuing review, may subsequently be revoked for any reason effective upon the Contractor's receipt of ten (10) days prior written notice, and shall be without prejudice to any other rights the School District may have.

21. SEVERABILITY

If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or



circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of the School District and the Contractor that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the School District and the Contractor in respect of the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between the School District and the Contractor in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the School District or the Contractor is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon the School District or the Contractor unless in writing and signed by the School District and the Contractor.

23. COUNTERPART; PARAGRAPH HEADINGS; PRONOUNS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and genders.

24. EQUAL OPPORTUNITY EMPLOYER

The Contractor will not 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.

25. COMPLIANCE WITH OTHER LAWS

The Contractor shall comply with all other requirements of the State of New York required to operate a pre-kindergarten/childcare agency, including licensure by the New York State Department of Social Services.

26. TERM

The term of this Agreement shall be from the date of execution to and including June 30, 2024. The School District shall have the option to renew this Agreement for additional one-year terms for up to four additional years.

In witness thereof, the parties hereto have executed this Agreement the day and year first written above.

**VALLEY STREAM UNION FREE  
SCHOOL DISTRICT #24**

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OUR KIDS PLACE COUNTRY DAY, INC.**

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREEMENT

THIS AGREEMENT made \_\_\_\_ day of \_\_\_\_\_ 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as the "DISTRICT"), as the party of the first part, having principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and VARIETY CHILD LEARNING CENTER (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 47 Humphrey Drive, Syosset, New York 11791.

**WITNESSETH:**

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

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

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

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

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

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

1. **TERM OF AGREEMENT:** Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, 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. Speech and Language Therapy
  - b. Occupational Therapy
  - c. Physical Therapy
  - d. Vision Services
  - e. Staff Development
  - f. Evaluations (including written report)

g. ABA Services as follows:

i. **Consultation Services** based on student IEPs. Consultations shall include, but not be Limited to, the following areas:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Curriculum Modification;
5. Material Modification;
6. Evaluations;
7. Staff Development; and
8. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide model for these services to classroom staff and to initiate the model's implementation, making adjustments where necessary. SERVICE PROVIDER shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

ii. **Home Program Services** as determined by CSE. Such services shall include, but not be limited to, the areas of.

1. Discrete Trial Teaching;
2. Independent Living Skills;
3. Implementation of Behavior Plans;
4. Incidental Teaching Situations;
5. Verbal Behavior Techniques;
6. Generalization Programming; and
7. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide complete and accurate program data as required by the program and to implement the program as modified by the Supervisor. SERVICE PROVIDER's role shall not include the modification of programs. In addition, all home services require the presence of a parent or guardian at the time of service implementation. Such services shall not be provided without the presence of such individuals.

iii. **Supervision of Home Staff** provided by a certified special education teacher specializing in ABA as designated by the CSE. Supervisory visits shall include, but not be limited to:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Activities of Daily Living Protocols;
5. Discrete Trial teaching program creation and modification;
6. Curriculum Modification;

7. Material Modification;
8. Evaluations;
9. Teaching parents how to implement programs; and
10. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the models for these services to the home program families and staff, initiate the model's implementation, and make adjustments where necessary. SERVICE PROVIDER's shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

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

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

h. 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;

i. 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.

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

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER the rates set forth 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 INDENNIFICATION: 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 fail to attend a session for any reason whatsoever. Should SCHOOL DISTRICT cancel a session, for any reason whatsoever, and SCHOOL DISTRICT provides at least twenty-four (24) hours' notice of such cancellation to services provider, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. In the event SCHOOL DISTRICT does not provide twenty-four (24) hours' notice of the cancellation, SERVICE PROVIDER may charge for one (1) hour of service for the cancellation. SERVICE PROVIDER agrees to use the canceled session's time to do required paperwork or other student-related work for SCHOOL DISTRICT.

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

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

11. 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 the SCHOOL DISTRICT pursuant to Agreement, for SCHOOL DISTRICT's verification of such individual's clearance status. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. REPORTS OF STUDENTS: SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.
13. REPORTS TO SCHOOL DISTRICT: SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.
14. COMMISSIONER VISITS: SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
15. AUTHORIZATION OF SCHOOL DISTRICT: SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.
16. SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.
17. PHOTO I.D.: SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is onsite providing services to SCHOOL DISTRICT.
18. STUDENT REMOVAL: SCHOOL DISTRICT shall have the right to add or remove a child from the program/ services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.
19. STUDENT PRESCRIPTIONS: Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of referred to SERVICE PROVIDER. SCHOOL



DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.

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

21. TERMINATION:

a. This Agreement may be terminated by the 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 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 the SCHOOL DISTRICT in the event of a material breach by the SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.

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

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify the 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, the 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 the 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 Service Provider.

23. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
- b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:
  - i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
  - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
  - iv. use encryption technology to protect data while in motion or 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 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 further 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 security protections taken to ensure such data will be protected, including whether such will be encrypted.
- e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.
- f. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$20 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

25. HIPAA COMPLIANCE:

- a. Definitions: Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 C.F.R. sections 160.103 and 164.501.
  - i. Business Associate. "Business Associate" shall mean SCHOOL DISTRICT.
  - ii. Covered Entity. "Covered Entity" shall mean SERVICE PROVIDER.
  - iii. De-identify/De-identified. "De-identify/ De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual.
  - iv. Designated Record Set. "Designated Record Set" shall mean the enrollment, payment, claims adjudication and case or medical management record maintained by or for a health plan.

- v. Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.
- vi. Disclosing Party. "Disclosing Party" means the party that is disclosing information to another party pursuant to this Agreement
- vii. HHS. "HHS" shall mean the United States Department of Health and Human Services.
- viii. HIPAA. "HIPAA" shall mean Title II, subtitle F ("Administrative Simplification") of the Health and Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 (Aug. 21, 1996), enacting sections 1171-1179 of the Social Security Act, as well as implementing regulations adopted by HHS pursuant to HIPAA.
- ix. Identifying Characteristic. Includes, but is not limited to, all of the following, as well as any other unique information: name, address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; medical record number; Medicaid and Medicare numbers health plan beneficiary number; account number; certificate/ license number; serial number of a vehicle or other device; internet URL; internet protocol ("IP") address, biometric identifiers, including voice prints and photographic images.
- x. Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. section 164.502(g).
- xi. Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).
- xii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- xiii. Protected Health Information. "Protected Health Information" or "PHI" means any information which identifies or could reasonably be believed to identify an individual, which any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an

information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not de-identified with respect to any individual who is the subject of the information, limited to the information created or received by Business Associate from or on behalf Covered Entity.

- xiv. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- xv. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- xvi. Treatment, Payment, and Healthcare Operations. "Treatment, Payment and Healthcare Operations" shall have the same meaning as in 45 CFR § 164.501.
- xvii. Use. The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of information within the Contractor organization.

b. Obligations of SCHOOL DISTRICT:

- i. SCHOOL DISTRICT agrees to disclose PHI to SERVICE PROVIDER upon its own volition, upon SERVICE PROVIDER's request, or upon the request of a third party if such disclosure is permissible by law, so that SERVICE PROVIDER may provide the agreed to services to or on behalf of SCHOOL DISTRICT, unless SCHOOL DISTRICT otherwise objects to the disclosure, or SERVICE PROVIDER is no longer providing the services to SCHOOL DISTRICT.
- ii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees contractors and agents do not use PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 ("Privacy Standards") if used by SERVICE PROVIDER, except that SCHOOL DISTRICT may use PHI (a) for SCHOOL DISTRICT's proper management and administrative services, or (b) to carry out the legal responsibilities of SCHOOL DISTRICT.
- iii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees, contractors, and agents do not disclose PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Privacy Standards if disclosed by SERVICE PROVIDER, except that SCHOOL DISTRICT may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent SCHOOL DISTRICT discloses PHI to a third party, SCHOOL DISTRICT must obtain, prior to making any such disclosure: (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as Required by Law or for the purposes for which it was disclosed to such third party; and (b) an agreement for such third party to immediately notify

SCHOOL DISTRICT of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

- iv. SCHOOL DISTRICT agrees that it will implement the necessary safeguards required by law to prevent the use of disclosure of PHI.
- v. SCHOOL DISTRICT shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by SCHOOL DISTRICT, its officers, directors, employees, contractors, or agents, or by a third party to which SCHOOL DISTRICT disclosed PHI pursuant to paragraph "4" above; (i) report any such disclosure to SERVICE PROVIDER and (ii) mitigate to the extent practicable any harmful effect that is known to SCHOOL DISTRICT or a use or disclosure of PHI by SCHOOL DISTRICT in violation of the requirements of this Agreement
- vi. In the event that SCHOOL DISTRICT shall enter into an Agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER, SCHOOL DISTRICT agrees to include in the terms and provisions of such Agreement that such Agreement or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to SCHOOL DISTRICT pursuant to this Agreement with respect to such PHI.
- vii. Within ten (10) days of a request by a Practice for access to PHI about an individual contained in a Designated Record Set, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. Any denials of access to the PHI requested shall be the responsibility of SERVICE PROVIDER.
- viii. Within ten (10) days of receipt of a request from SERVICE PROVIDER for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record set), SCHOOL DISTRICT shall provide such information to SERVICE PROVIDER for amendment and incorporate any such amendments in the PHI as required.
- ix. Within ten (10) days of notice by SERVICE PROVIDER to SCHOOL DISTRICT that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such information as is in SCHOOL DISTRICT's possession that SERVICE PROVIDER is required to provide in such an accounting. At a minimum, SCHOOL DISTRICT shall provide SERVICE PROVIDER with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, disclosed; and (c) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that the request for an accounting is delivered directly to SCHOOL DISTRICT, SCHOOL DISTRICT shall,

within five (5) days, forward such request to SERVICE PROVIDER. It shall be SERVICE PROVIDER's responsibility to prepare and deliver any such accounting requested. SCHOOL DISTRICT hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this paragraph.

- x. SCHOOL DISTRICT hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER available to the Secretary of Department of Health and Human Services for purposes of determining SERVICE PROVIDER's and SCHOOL DISTRICT's compliance with the Privacy Standards.

c. Obligations of Service Provider:

- i. SERVICE PROVIDER agrees to maintain the confidentiality of any PHI provided to it by SCHOOL DISTRICT in accordance with all applicable Federal, State, and local laws, rules and regulations in addition to the following. Nothing in this provision shall be construed as limiting or prohibiting SERVICE PROVIDER from releasing PHI regarding the student treated to the student and/ or the student's guardian.
- ii. SERVICE PROVIDER represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by the SCHOOL DISTRICT.
- iii. SERVICE PROVIDER represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, it will do so only in an amount that is the minimum necessary and only to the minimum number of individuals necessary to obtain the purpose of the services being rendered to or on behalf of SCHOOL DISTRICT.
- iv. SERVICE PROVIDER agrees that no finding, listing, or information derived from the PHI, with or without identifiers, may be released if such finding, listing, or information contains any combination of data elements that might allow the deduction of the individual's identity without first obtaining written authorization from SCHOOL DISTRICT.
- v. SERVICE PROVIDER shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from SCHOOL DISTRICT and to prevent individuals not involved in performing the services that it provides to SCHOOL DISTRICT from using or accessing the PHI.
- vi. SERVICE PROVIDER may use the PHI as necessary for the proper management and administration of SERVICE PROVIDER and/ or permitted by law to carry out its legal responsibilities, if: (a) disclosure is required by law.



- vii. SERVICE PROVIDER shall not request SCHOOL DISTRICT to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SERVICE PROVIDER.
- d. Relationship to Individuals Who Are Subject of Information:
- i. SERVICE PROVIDER agrees that SCHOOL DISTRICT and the applicable individual retain all ownership rights to the PHI and SERVICE PROVIDER does not obtain any right, title or interest to the PHI furnished by SCHOOL DISTRICT, except as SERVICE PROVIDER is required to maintain records in accordance with the laws and standards that govern its profession.
  - ii. SERVICE PROVIDER agrees to comply with all lawful requests of individuals, who are subjects of the PHI, to permit access to inspect and obtain a copy of the PHI about the individual that is subject to this Agreement, as required by law, within thirty (30) days of such request.
  - iii. SERVICE PROVIDER agrees to make PHI available for amendment and to incorporate any amendments or corrections to an individual's PHI upon request by SCHOOL DISTRICT in accordance with applicable law.
  - iv. SERVICE PROVIDER agrees to make available the information required to provide an accounting of disclosures in accordance with applicable law.
- e. Request for Information: SERVICE PROVIDER agrees that it will use reasonable efforts to limit its request for PHI to the minimum amount necessary to achieve the purpose for which the request is being made. In addition, SERVICE PROVIDER agrees to make its internal practices, books, records and information related to the use and disclosure of information available to the Department of Health and Human Services for review, upon request of the Secretary of that Department, to the extent that such is required by law.
- f. Chain of Trust: If any information is transmitted electronically between SERVICE PROVIDER and SCHOOL DISTRICT, the agree to electronically exchange information and to protect the transmitted information as required by HIPAA. The parties acknowledge that they are required to, and depend upon each other to maintain the integrity and confidentiality of the transmitted information.
26. INDEMNIFICATION and HOLD HARMLESS: To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

27. INSURANCE:

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

v. **Umbrella/Excess Insurance:**

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

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

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

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

Variety Child Learning Center  
47 Humphrey Drive  
Syosset, New York 11791

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

29. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
30. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, reproductive health decisions, 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, reproductive health decisions, predisposing genetic characteristics or marital status.
31. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
32. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
33. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
34. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

35. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; and 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party.
36. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
37. NON-WAIVER: No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
38. AUTHORIZATION TO ENTER AGREEMENT: The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: \_\_\_\_\_

By: \_\_\_\_\_

VARIETY CHILD LEARNING CENTER

Date: 5/10/2023

By: Andrea Peger

Appendix A

**Variety Child Learning Center**  
 Related Services/Evaluation Rate Sheet (2023-2024)

<b>Type of Related Services</b>	<b>Rates per 30 minute session (1/2 hour)</b>
Speech Therapy; Occupational Therapy; Physical Therapy	\$55 for one child \$75 for group of two; \$10 for each additional child, maximum group size of 5
Behavioral/ABA Training-Certified Special Education Teacher	\$55 (individual service)
Behavioral/ABA Training/ Parent Training with a Certified BCBA	\$60 (individual service)
Behavioral/ABA Training – Certified Assistant	\$30 (individual service)
Parent Training – Certified Special Education Teacher or Social Worker	\$55 for one child \$75 for group of two; \$10 for each additional child, maximum group size of 5
Special Education Services	\$55 for one child \$75 for group of two; \$10 for each additional child, maximum group size of 5
Psychological and/or Social Work Services	\$55 for one child \$75 for group of two; \$10 for each additional child, maximum group size of 5
Attendance at CPSE Meetings	\$37.50 (\$75 PER HOUR)

<b>Type of Evaluation</b>	<b>Rates (Monolingual/Bilingual)</b>
ADOS	\$450 / \$500
Social History	\$225 / \$275
Psychological	\$350 / \$440
Speech/Language	\$250 / \$295
Physical Therapy	\$250 / \$295
Occupational Therapy	\$250 / \$295
Education*	\$250 / \$295
Audiological	\$250 / \$295

\*Educational Evaluations are provided at no charge for students attending Variety

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 75 Horton Avenue, Valley Stream, New York 11581, and VARIETY CHILD LEARNING CENTER (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 47 Humphrey Drive, Syosset, New York 11791.

### **WITNESSETH:**

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

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

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

**WHEREAS**, SCHOOL DISTRICT desires that SERVICE PROVIDER provide instruction to the enrolled in the program operated by SERVICE PROVIDER; 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 and willing to provide SCHOOL DISTRICT's students with instruction as more fully described herein.

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2023 to June 30, 2024, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide adequate instruction, related services and/or a facility to the students from SCHOOL DISTRICT receiving services from SERVICE PROVIDER during the school year. The education provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with Commissioner's Regulations, all applicable Federal, State and local statutes, rules and ordinances. SERVICE PROVIDER agrees to provide services in accordance with the State Education Department's regulations, using only professionals/ service providers certified by the New York State Education Department. All services shall be provided in strict compliance with the student's IEP. SERVICE PROVIDER shall receive the approved IEP within 60 days of any CSE meeting conducted by SCHOOL DISTRICT during the Term of Agreement. SERVICE PROVIDER further agrees that all disciplinary measures for disabled students will be conducted in accordance with

applicable Federal, State and local laws, rules and regulations. SERVICE PROVIDER shall provide the following additional services, consisting of, but not limited to, the following:

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

3. PAYMENT SCHEDULE:

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

4. INVOICE DUE ON MONTHLY BASIS: SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT



shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. INDEPENDENT CONTRACTOR: All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/ or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.
6. EXPENSES OF SERVICE PROVIDER: SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.
7. INCOME TAX DESIGNATION AND INDEMNIFICATION: SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.
8. RESPONSIBILITY FOR PAYMENT OF SERVICES:
  - a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.

- b. In the event the performance of SERVICE PROVIDER's services is rendered impossible or delayed by events beyond the control of parties, including but not limited to: war, social unrest; labor dispute, act of God, public health emergency, epidemic, pandemic, weather conditions, or regulations or restrictions imposed by any government or governmental agency, SCHOOL DISTRICT shall not be liable for the payment of tuition to SERVICE PROVIDER in the event SERVICE PROVIDER does not provide services to the student(s).
9. SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to tuition and related service costs. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by SCHOOL DISTRICT, in accordance with section 175.6 of the Regulations of the Commissioner of Education.
10. LICENSE AND AUTHORIZATION: SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.
11. COMPLIANCE WITH LAW: SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
12. REPORTS OF STUDENTS: SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

13. REPORTS TO STATE: SERVICE PROVIDER hereby agrees to furnish to the State reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine SERVICE PROVIDER's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
14. REPORTS TO SCHOOL DISTRICT: SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.
15. COMMISSIONER VISITS: SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
16. AUTHORIZATION OF SCHOOL DISTRICT: SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.
17. STUDENT REMOVAL: SCHOOL DISTRICT reserves the right to add or remove a child from the list of the children covered by this Agreement at any time during the year in accordance with the students' IEP and all applicable Federal and State laws and regulations. Payment for children added or removed shall be prorated for the period of time services were provided to the child. All appropriate statutory and regulatory notifications will be made by SCHOOL DISTRICT, including, but not limited to, the New York State Education Department. In the event that a student's continued presence poses a danger to the health or safety of the students or others, SERVICE PROVIDER may remove the student from the educational setting in accordance with law. In such event SCHOOL DISTRICT shall convene a CPSE or CSE as soon as possible to review the student's placement.
18. STUDENT PRESCRIPTIONS: applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/ guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.
19. ATTENDANCE RECORDS: SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
20. TERMINATION:
  - a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to SERVICE PROVIDER. In the event of such termination, the parties

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

- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

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

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

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

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

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

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

## 22. CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:

- a. SERVICE PROVIDER, employees, and/or agents agree that all information obtained in connection with the services provided for in 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

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

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

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

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;

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

25. INSURANCE:

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

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

**Paid Family Leave:**

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

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

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

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

v. **Umbrella/Excess Insurance:**

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

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

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

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

Variety Child Learning Center  
47 Humphrey Drive  
Syosset, New York 11791

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



27. ASSIGNMENT OF AGREEMENT: SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
28. DISCRIMINATION PROHIBITED: Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.
29. GOVERNING LAW: This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
30. SEVERABILITY: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
31. NO PRIOR AGREEMENTS: This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
32. AGREEMENT CONSTRUCTION: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
33. REPRESENTATIONS AND WARRANTIES: SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
34. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
35. NON-WAIVER: No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
36. CHARTER: SERVICE PROVIDER shall maintain its charter as an approved educational program from the Regents of the University of the State of New York. It is understood and agreed by the

parties that failure to do so shall render this Agreement void, in which case SERVICE PROVIDER shall be entitled to no compensation for the portion of the school year in which the charter ceases to be maintained and shall reimburse SCHOOL DISTRICT any amounts already received for that portion of the school year. SERVICE PROVIDER shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to provision of educational services to disabled children.

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

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

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24

Date: \_\_\_\_\_

By: \_\_\_\_\_

VARIETY CHILD LEARNING CENTER

Date: 5/11/2023

By: Amelia Kiger

**AGREEMENT  
REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of \_\_\_\_\_, 2023, by and between the Valley Stream Union Free School District #24 (“District”) and Variety Child Learning Center (“Contractor”).

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

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

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

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

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

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

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

- (vi) is expressly prohibited by a statute or court order);
- (vi) maintain reasonable safeguards to maintain confidentiality of personally identifiable information in PII Data;
- (vii) use legally mandated encryption technology<sup>1</sup> to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
- (viii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.

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

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

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

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

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

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

DISTRICT

CONTRACTOR

BY: \_\_\_\_\_

BY: Andrea Keegan

DATE: \_\_\_\_\_

DATE: 5/10/2023



## Third Party Contractor Supplement

**(2) Describe methods/procedures to safeguard data use by subcontractors:**

All officers, employees, and subcontractors, prior to working and annually, at a minimum, will be trained on protocols regarding confidentiality of student records and data protection. All staff members, including subcontractors, are required to sign confidentiality statements.

**(5) Describe the location in a manner that protects data security:**

We recognize the sensitive nature of testing materials, individual student information, test scores, and statistical analyses. We will emphasize secure handling of students' Personality Identifying Information (PII) and adherence to FERPA throughout the contract at every stage of the process. Client data is stored on dedicated, isolated server environments, including the CLOUD, which are highly redundant and supported by robust back-up strategies. Transmissions are encrypted and access to the systems are controlled with usernames and passwords.

Hard copies of relevant data are maintained in secured, locked cabinets with limited access and/or offsite in secure storage facilities.

**Describe the following in further detail as applicable: Please see attached Technology Policy**

- *Password Protections*
- *Administrative Procedures*
- *Encryption while PII is in motion and at rest.*
- *Firewalls*

### THIRD-PARTY CONTRACTOR'S DATA SECURITY AND PRIVACY PLAN

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

- (i) Contractor will implement State and federal data security and privacy contract requirements for the duration of its contract that is consistent with the school district's data security and privacy policy by:  
**Please see attached Technology Policy**
  
- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information:  
**Please see attached Technology Policy**
  
- (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:  
**Please see attached Technology Policy**
  
- (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:  
**All officers, employees, and subcontractors, prior to working and annually, at a minimum, will be trained in protocols regarding confidentiality of student records and data protection. All staff members, including subcontractors, are required to sign a confidentiality statement.**
  
- (v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows:  
**Please see attached Technology Policy**

- (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:  
**Please see attached Technology Policy**

- (vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows:  
**Data will be transitioned to the District in hard copy form only either by mail or fax if permitted by the District. To date, unless authorized and approved via contract, no data will be transmitted electronically, including by email attachments.**





**Variety Child Learning Center (VCLC)  
Data Security Plan  
Updated July 2022**

Variety Child Learning Center (VCLC) maintains a password protected secure computer network system for data and operations. The system uses internal servers, external cloud storage and built in safe guards to maintain the safety and integrity of the data.

The network includes data bases to store protected information about students, staff and operations. Administration established a hierarchy of accessibility and has access to all employees' user areas, documents and emails. All access is password protected and restricted to specific users. There are additional restrictions placed on specific files with respect to who has editing and/or read only rights.

Each employee is assigned a network username and is required to set a secure password that is a minimum of 10 characters including at least 1 Upper Case Letter, 1 lower case letter, 1 number and 1 special character.

The system generates a request for a password change approximately six months after the last password reset. When it is time to reset the password, the system will prompt the user to do so upon logon. The new password must meet the minimum requirement as stated above and cannot contain any or part of the last five (5) passwords or the user's name. If an employee forgets the password, the network administrator will reset the password to a generic password which must be reset upon logon.

**VCLC's Computer Network System** is protected by two (2) CISCO Meraki MX250 Firewalls which includes Intrusion Protection, URL Web Filtering and Web traffic monitoring. The Network is also protected by Trend Micro Enterprise Products which include OfficeScan virus software for all the clients. All emails are filtered through Microsoft's Exchange Online Protection spam filtering service. The network is monitored, maintained and updated on a regular basis. All security patches are downloaded and installed on individual computers as they are received. The network is backed up daily, weekly and monthly to a central on-site server and to the cloud for off-site storage.

Network data is backed up daily:

- There is an on-premises central backup server that's setup to do daily backups running Microsoft's Data Protection Manager. The on-premises central backup server will also backup data to an offsite cloud backup service called Microsoft Azure, those backups occur daily with a retention of 180 days, weekly with a retention of 104 weeks, monthly with a retention of 60 months and yearly with a retention of 10 years.
- Data is encrypted on the on-premises backup server using AES256 encryption and the same encrypted data is sent to Microsoft Azure cloud service using a secure HTTPS link. At all times,

the data is encrypted at rest and in transit, on both the on-premises backup server and in the cloud.

- Restore testing is done about six (6) times per year.
- Policy and procedures for disaster recovery are in the process of being written.

VCLC's emails are filtered through Office 365 for inappropriate content, spam and viruses. Access to internet sites deemed to be unacceptable is denied. VCLC uses CISCO Umbrella software on Chromebooks given to students and teachers to regulate access to websites. Specific categories and sites are blocked.

### **Remote Access from Off-Site**

VCLC administration has authorized specific employees to access their desktop computers when they are working off-site. Authorized staff may access their on-site computers in two ways:

1. Two step VPN process that is computer specific and password protected. This is based upon the IP address and name of the desktop computer. The password is the same as the employee's network password.
2. Connect-Wise. This software requires a multi-factor authentication to connect to the employee's desktop. This is also computer and password specific.

VCLC's network administrators give and remove an employee's remote access. When an employee leaves VCLC, their remote access is terminated.

### **Multi-Factor Authentication**

At this point in time, two of VCLC's software programs require multi-factor authentication (MFA). Raiser's Edge NXT, a development/donation/event software program, and Connect-Wise use MFA. VCLC anticipates that MFA will become more widely used in the future as software programs require this feature and use of the Cloud increases.

### **General Email Policy and Procedures**

VCLC's email system is in place as a tool for communication to perform tasks related to VCLC's mission. VCLC's email system is hosted on a secure VCLC Email Server (Microsoft Exchange) which is inside the VCLC network and protected by network security systems. Any outside the network access to VCLC's email system is secured by an HTTPS (Hypertext Transfer Protocol Secure) connection which provides encryption and secure identification. An account for each employee with a need to use email is set up. The employee selects a password of at least ten characters (a combination of upper- and lower-case letters, special characters and numbers).

VCLC requires all employees to use their VCLC email account for work-related communications. If employees are using email to submit progress notes, quarterly, six-month, annual review reports as well as evaluations, they are required to use their secure VCLC email account. Supervisors are not allowed to accept any reports transmitted from a personal account.

All emails sent by an employee must include the following statement:

***This transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original message.***

FERPA specifies that email communications with parents and others authorized by the parent are considered "education records" and should be maintained in the same manner as other children's records. In accordance with New York State Department of Health Early Intervention Email Policy, VCLC's Compliance Manual, VCLC's Personnel Manual and VCLC's best practice policies and procedures, families are informed about the use and the risks of using email when communicating information about their child. Parents are asked to sign a written consent which identifies the email address to which the communication is to be sent and the parties who may correspond with the parent via email, and who may receive or be copied on such emails. A copy of this consent is kept in the child's records.

When employees correspond with a parent, copies of the emails must be printed and filed in the child's records. Employees must use their VCLC email account, not their personal email account.

In order not to impair the systems capabilities but to also increase its efficiency, the following policies and procedures are being conveyed.

#### Confidentiality

VCLC's confidentiality policy applies to all computerized information including information on the email system. Employees must not permit others to have unauthorized access to the email system.

#### Non-Business Related (Announcements)

General announcements are not acceptable for posting within the email system unless they are of a VCLC-related nature. Some examples of non-acceptable general postings include: espousing political and religious causes, personal sales or promotion of goods/services etc.

#### Internet Downloads and Limited Storage Capacity

Internet downloads to be included as attachments or as emails are not acceptable unless they are of a VCLC-related nature. (Examples of inappropriate downloads: photos, music, animated videos, writings, screen savers, art clippings, junk e-mails, etc.) These downloads have been responsible for occupying large areas of disk space and present the risk of virus contamination.

#### Receiving Pictures/Graphics/Images and Importing Operations

Receiving or downloading pictures, cartoons, animated videos, and or graphic displays of a non-VCLC related matter is not acceptable under this policy. These items require abundant disk space capacity to house them and these resources have limitations.

#### Data Security

Refrain from using the email system as a medium to transfer our confidential, copyrighted, or licensed material to unauthorized recipients. Emails containing such material must be cleared through a supervisor.

### Email Files

Employees are responsible for "purging/deleting" their emails on a regular basis. Purged/deleted emails older than 180 days will, at the end of that period, be permanently removed to maintain disk capacity and increase the efficiency of the email system.

Employees may not send email containing VCLC information to their personal email accounts or to friends or family email accounts. Sending such information outside our system violates our confidentiality policy.

To avoid overloading our servers with spam emails, you should not use your email address for anything other than VCLC business. Employees who sign up to receive information over the Internet must use a private email address.

If an employee receives unwanted email spam, inform the network administrator immediately. Do not try to unsubscribe to these emails as responding to them simply confirms the email address is valid. VCLC will take appropriate action to block receipt of these emails.

If an employee receives pornographic spam, do not open the email and do not distribute it to other employees or friends. Report the situation to the network administrator.

There may be occasions where friends or relatives transmit jokes via email. If this occurs, employees should inform the sender not to send such information to work email. In addition, employees should not forward any jokes or humorous items received via email, nor should employees click on hyperlinks or open pictures at work as they may be offensive and in violation of our policies.

### General Internet Policy

VCLC's internet access system is in place as a medium for reference and research of topics related to VCLC operations. Employees must be aware that usage of the Internet is subject to the same code of conduct that applies to all other actions in the workplace.

To protect our information, employees must not share their passwords with any other individuals, including other employees or outsiders. Nor is it appropriate to attempt to subvert network security either by accessing the internet without using your password or by seeking to discover other passwords to gain access.

Employees should remember that they are representatives of VCLC when using our internet account. Accordingly, employees are expected to act and to communicate professionally on the internet.

As owner of the internet account, VCLC will have access to a log of all usage including a list of employees who have used the internet and the sites they visited. VCLC will monitor this usage from time to time. Employees are prohibited from abusing usage or using the internet inappropriately.

Employees are prohibited from accessing the internet with VCLC computers and/or on our time to develop or submit resumes for positions with other companies.

#### Copyrighted Material

There is information on the Internet that is copyrighted prohibiting employees from distributing copies. Employees should not distribute copies of any information containing a copyright symbol: ©. Any questions about whether information can be copied and/or distributed should be discussed with a supervisor before downloading the information in question.

#### Chat Rooms and Social Networking Sites

Employees will not be permitted to visit chat rooms or bulletin boards or post to them during working hours. Employees are prohibited from posting any VCLC information on financial bulletin boards, social networking sites including but not limited to Face Book, Instagram, Twitter or chat rooms whether the information is positive or negative.

Employees are not permitted to "friend" parents on any social networking site.

#### Day Trading

VCLC recognizes that many brokerage services now allow trading via the Internet. While VCLC will permit employees to occasionally check their accounts or submit trades, VCLC will not tolerate individuals who engage in "day trading" during working hours. In addition, VCLC does not guarantee that its system contains all the necessary security precautions that are advisable for employees transferring sensitive financial information to personal accounts. Therefore, VCLC will not bear any liability for errors or theft that may occur due to an employee's trading via our computers.

#### Non-VCLC Related Usage

Accessibility on the Internet is provided to all our employees but is limited to topics of an Agency related nature. Internet game sites, X-rated sites, and other sites displaying information or graphics deemed offensive by a general consensus of the public should not be accessed.

#### Game Playing

Playing Internet video games of any sort during work hours (including the lunch hour) is not permitted.

#### Employee Blogs

VCLC recognizes that many employees may maintain web logs or "blogs" in their free time. While VCLC does not prohibit maintaining such blogs, employees are prohibited from posting entries or comments to their personal blogs, or to other blogs on the Internet, during working hours and using VCLC equipment. In addition, employees are expected to comply with our policies against harassment and maintaining confidential information when posting information or comments on blogs.

#### Cell Phone and Texting

Use of cell phones during business hours should be for emergencies only. Texting while employees are working with children and/or families is prohibited. Taking pictures with cell phones of children is prohibited. Employees who violate these rules are subject to disciplinary action, including termination of employment.

#### Revocation of Internet Privileges and other penalties for violating VCLC policy

An employee's Internet access privileges will be revoked if it is found that he/she has misused it to break existing laws or our policies. Violation of VCLC's computer, Internet or email policies will result in discipline, up to and including termination and may be civilly liable for such action. Employees must immediately notify their supervisor or the Executive Director upon learning of a violation of these policies by other employees.

#### **Faxing**

VCLC maintains fax machines to support the conduct of operations. Although limited personal use of the system is allowed, no use of these systems should ever conflict with the primary purpose for which they have been provided or applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed. Each fax must include the following statement:

***This transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original message.***

When faxing documents to the Department of Health, employees should call the person receiving the fax to let them know that a document is being faxed. After the call is made, the employee should fax the document and take the document and confirmation of the fax with them when the process is completed. No documents should be left at the fax machine.

When an employee is notified that they will receive a fax, the employee should retrieve it from the fax machine immediately. Faxed documents should not be left at the fax machine for any extended time.

#### **Scanning Documents**

VCLC maintains copy machines that also serve as scanners. Although limited personal use of the system is allowed, no use of the systems should ever conflict with the primary purpose for which they have been provided or applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed. When scanning a document to email or fax to another party, the employee should send the scanned document to his/her VCLC email address. A cover sheet should be generated that includes the following statement:

***This transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is***

***strictly prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original message.***

The scanned document can then be emailed or faxed .

## HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this **21st** day of **March 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 Valley Stream UFSD #24, New York, and the Board of Education of the West Hempstead School District (hereinafter "West Hempstead"), having its principal place of business for the purpose of this Agreement at West Hempstead, New York.

### W I T N E S S E T H

WHEREAS, Valley Stream UFSD #24 is authorized pursuant to Section 912 of the Education Law, to enter into a contract with West Hempstead School District for the purpose of having West Hempstead School District provide health and welfare services to children residing in **Valley Stream UFSD #24** and attending a non-public school located in West Hempstead,

WHEREAS, certain students who are residents of **Valley Stream UFSD #24** are attending non-public schools located in West Hempstead,

WHEREAS, West Hempstead School District has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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 **September 1, 2022** through **June 30, 2023** inclusive.
2. The West Hempstead School District warrants that the health and welfare services will be provided by licensed health care providers. The West Hempstead School District 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. The West Hempstead School District 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. The West Hempstead School District 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. The West Hempstead School District 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 the West Hempstead School District shall be consistent with the services available to students attending public schools within the West Hempstead School District; 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.

*\*School psychological and speech correction services may be rendered on nonpublic premises only to the extent that such services are diagnostic in nature. To the extent that such services are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic school only on a religiously neutral site. A religiously neutral site may be, but is not limited to, a public school, a mobile unit or some other public location. 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, the **Valley Stream UFSD #24** agrees to pay West Hempstead School District the sum of **\$1669.86** per eligible pupil for the **2022-2023** school year.
6. The **Valley Stream UFSD #24** shall pay the West Hempstead School District within thirty (30) days of **Valley Stream UFSD #24** receipt of a detailed written invoice from West Hempstead School District. 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, the West Hempstead School District shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by the **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, the West Hempstead School District shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by the **Valley Stream UFSD #24** shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. The West Hempstead School District 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 West Hempstead or **Valley Stream UFSD #24** 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:  
  

<b>Valley Stream UFSD #24:</b>	<b>Asst. Superintendent for Business</b>
<b>William L. Buck School</b>	
<b>Valley Stream, NY 11582</b>	

West Hempstead School District:	Assistant Superintendent for Business
252 Chestnut Street	
West Hempstead, NY 11552	
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 provision(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 or contemporaneous, oral or written: agreements, 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 Superintendent of Schools for the **Valley Stream UFSD #24**.

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

**Valley Stream UFSD #24**

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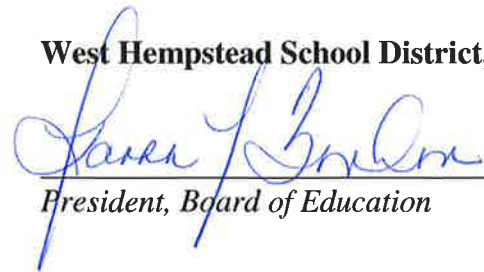
*Superintendent of Schools*

**Valley Stream UFSD #24,**

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*President, Board of Education*

**West Hempstead School District,**



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*President, Board of Education*

**VALLEY STREAM UFSD #24**

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

Respectfully submitted:

*Brian K. Cleary, C.P.A.*

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Brian K. Cleary, C.P.A.

5/12/2023

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Date

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

03/31/23

GENERAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Checking	NY Class	Metropolitan Commercial	Totals
Cash Balance - Beginning	\$ 3,815,970.80	\$ 56,964.67	\$ 104,650.30	\$ 4,120,644.58	\$ 8,098,230.35
Add - Receipts	4,113,226.09	913,047.07	401.60	15,223.81	5,041,898.57
Total	7,929,196.89	970,011.74	105,051.90	4,135,868.39	13,140,128.92
Less - Disbursements	(3,106,203.64)	(920,614.56)	-	-	(4,026,818.20)
<b>March 31, 2023</b>	<b>4,822,993.25</b>	<b>49,397.18</b>	<b>105,051.90</b>	<b>4,135,868.39</b>	<b>9,113,310.72</b>
Deposits In Transit	-	-	-	-	-
Outstanding Checks	108,070.16	339,800.57	-	-	447,870.73
Total	4,931,063.41	389,197.75	105,051.90	4,135,868.39	9,561,181.45
Net Wires in Transit	-	-	-	-	-
Reconciling items	-	-	-	-	-
Balance Per Statement	<b>\$ 4,931,063.41</b>	<b>\$ 389,197.75</b>	<b>\$ 105,051.90</b>	<b>\$ 4,135,868.39</b>	<b>9,561,181.45</b>

TRUST & AGENCY FUND

	JPMorgan Chase Payroll	JPMorgan Chase Scholarship	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 1,990.80	\$ 520.07	\$ 542.39	\$ 3,053.26
Add - Receipts	959,008.32	0.86	429.92	959,439.10
Total	960,999.12	520.93	972.31	962,492.36
Less - Disbursements	(958,922.50)	-	-	(958,922.50)
<b>Cash Balance - End</b>	<b>2,076.62</b>	<b>520.93</b>	<b>972.31</b>	<b>3,569.86</b>
Deposits In Transit	-	-	-	-
Outstanding Checks	15,885.80	-	132.00	16,017.80
Total	17,962.42	520.93	1,104.31	19,587.66
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	<b>\$ 17,962.42</b>	<b>\$ 520.93</b>	<b>\$ 1,104.31</b>	<b>\$ 19,587.66</b>

SCHOOL LUNCH FUND

SPECIAL AID FUND

CAPITAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Federal Fund	JPMorgan Chase Capital Fund	Totals
Cash Balance - Beginning	\$ 8,872.47	\$ 7,690.15	\$ 1,753.61	\$ 16,562.62
Add - Receipts	18,931.40	150,020.02	75,010.92	168,951.42
Total	27,803.87	157,710.17	76,764.53	185,514.04
Less - Disbursements	(15,951.86)	(100,432.92)	(75,000.00)	(116,384.78)
<b>Cash Balance - End</b>	<b>11,852.01</b>	<b>57,277.25</b>	<b>1,764.53</b>	<b>69,129.26</b>
Deposits In Transit	(99.00)	-	-	(99.00)
Outstanding Checks	-	2,200.00	75,000.00	2,200.00
Total	11,753.01	59,477.25	76,764.53	71,230.26
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	<b>\$ 11,753.01</b>	<b>\$ 59,477.25</b>	<b>\$ 76,764.53</b>	<b>71,230.26</b>

Total Funds

9,651,999.37

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

**03/31/23**

**COLLATERAL ANALYSIS**

**Bank Statement Balances - end of month**

	<b>JPMorgan Chase</b>	<b>Metropolitan Commercial</b>	<b>NY Class</b>
		**	***
General Fund - Checking	\$ 4,931,063.41		
General Fund - NY Class		4,135,868.39	105,051.90
GF Trust & Agency - Checking	389,197.75		
Trust & Agency - Payroll	17,962.42		
Trust & Agency - Scholarship	520.93		
School Lunch Fund	11,753.01		
Federal Fund	59,477.25		
Capital Fund	76,764.53		
Trust & Agency - Student Dept	1,104.31		
	<u>\$ 5,487,843.61</u>	<u>\$ 4,135,868.39</u>	<u>\$ 105,051.90</u>
Less:			
FDIC - General Fund	\$ (250,000.00)	\$ (4,135,868.39)	\$ (250,000.00)
FDIC - Payroll	(17,962.42)	-	-
Bank Balances not covered by FDIC	5,219,881.19	-	-
Required Collateral	5,324,278.81	-	-
Collateral Held by 3rd Party - BNY Mellon	-	-	-
Collateral JPMorgan Chase	(5,342,692.14)	-	-
Collateral Held by NY Class	-	-	-
<b>If this Line balance is negative COLLATERAL IS ADEQUATE !</b>	<u>\$ (18,413.33)</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.

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Total Requirements as of 03/28/2023:        \$6,455,630.49        Margin %: 102.00

<b>CUSIP</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>MARKET VALUE</b>
91282CFA4	US Treasury Notes 20240731 3.00000	6,576,700.00	<u>6,455,701.87</u>
<b>Total Market Value:</b>			6,455,701.87

Total Requirements as of 03/29/2023:        \$6,456,510.25        Margin %: 102.00

<b>CUSIP</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>MARKET VALUE</b>
91282CCC3	US Treasury Notes 20240515 0.25000	6,774,400.00	<u>6,456,585.79</u>
<b>Total Market Value:</b>			6,456,585.79

Total Requirements as of 03/30/2023:        \$6,483,578.76        Margin %: 102.00

<b>CUSIP</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>MARKET VALUE</b>
91282CFA4	US Treasury Notes 20240731 3.00000	6,608,800.00	<u>6,483,596.28</u>
<b>Total Market Value:</b>			6,483,596.28

Total Requirements as of 03/31/2023:        \$5,342,600.48        Margin %: 102.00

<b>CUSIP</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>MARKET VALUE</b>
91282CFA4	US Treasury Notes 20240731 3.00000	5,443,700.00	<u>5,342,692.14</u>
<b>Total Market Value:</b>			5,342,692.14

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April 30, 2023

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

Board of Education:

During our claims audit procedures conducted in April 2023, we reviewed approximately 179 claims, which total \$3,764,298.18, and have noted no findings. We have approved all claims presented as valid claims against the District.

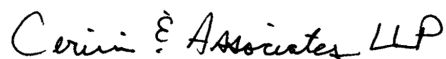
**Findings:** None noted.

**Other Matters:** None noted.

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  
Claims Auditors



Valley Stream 24 UFSD  
Warrant Summary  
April 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
51	A	1035	1035	1	1	\$ 428.62
49	A	5709	5726	28	28	\$ 128,692.57
			Wires			
50	A	5727	5727	1	1	\$ 2,041.20
52	A		Wire	1	1	\$ 836,867.03
54	A	5728	5782	77	77	\$ 407,842.67
			Wires			
57	A	5783	5783	2	2	\$ - *
53	A		Wire	2	2	\$ - **
55	A		Wire	1	1	\$ 192.00
56	A		Wire	1	1	\$ 1,142,599.77
12	C	1147	1147	1	1	\$ 23,247.78
13	C	1148	1149	2	2	\$ 29,041.85
24	F	1265	1265	3	3	\$ 25,293.77
			Wires			
25	F	1266	1267	4	4	\$ 31,736.42
			Wires			
12	H	1083	1083	1	1	\$ 67,961.25
13	H	1084	1086	3	3	\$ 139,943.64
37	T	1721	1725	5	5	\$ 5,308.60
39	T	1726	1726	2	2	\$ - ***
40	T	1727	1737	11	11	\$ 338,320.01
38	T		Wires	17	17	\$ 278,291.07
41	T		Wires	16	16	\$ 306,489.93
<b>Totals</b>				<b>179</b>	<b>179</b>	<b>\$ 3,764,298.18</b>

- \* Includes check 5584, which was voided by the District.
- \*\* Includes check 5707, which was voided by the District.
- \*\*\* Includes check 1683, 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 3/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1010.4</a>	BOARD OF ED EXPENSES		15,000.00	25,000.00	40,000.00	18,126.56	17,087.32	4,786.12
<a href="#">A 1010.45</a>	BOARD OF ED SUPPLIES		1,200.00	0.00	1,200.00	1,137.82	0.00	62.18
<b>1010</b>	<b>BOARD OF EDUCATION</b>	*	<b>16,200.00</b>	<b>25,000.00</b>	<b>41,200.00</b>	<b>19,264.38</b>	<b>17,087.32</b>	<b>4,848.30</b>
<a href="#">A 1040.16</a>	DISTRICT CLERK SALARY		15,810.00	0.00	15,810.00	10,397.94	4,520.81	891.25
<a href="#">A 1040.4</a>	DISTRICT CLERK EXPENSE		250.00	0.00	250.00	130.00	0.00	120.00
<a href="#">A 1040.45</a>	DISTRICT CLERK SUPPLIES		250.00	0.00	250.00	234.04	0.00	15.96
<b>1040</b>	<b>DISTRICT CLERK</b>	*	<b>16,310.00</b>	<b>0.00</b>	<b>16,310.00</b>	<b>10,761.98</b>	<b>4,520.81</b>	<b>1,027.21</b>
<a href="#">A 1060.4</a>	CONTRACTUAL EXPENSE		13,500.00	20,000.00	33,500.00	4,610.00	25,642.40	3,247.60
<a href="#">A 1060.45</a>	MATERIAL & SUPPLIES		100.00	0.00	100.00	0.00	0.00	100.00
<b>1060</b>	<b>DISTRICT MEETING</b>	*	<b>13,600.00</b>	<b>20,000.00</b>	<b>33,600.00</b>	<b>4,610.00</b>	<b>25,642.40</b>	<b>3,347.60</b>
<b>10</b>	<b>Consolidated Payroll</b>	**	<b>46,110.00</b>	<b>45,000.00</b>	<b>91,110.00</b>	<b>34,636.36</b>	<b>47,250.53</b>	<b>9,223.11</b>
<a href="#">A 1240.15</a>	CENTRAL ADMIN SALARY		244,772.00	2,428.00	247,200.00	185,400.00	61,800.00	0.00
<a href="#">A 1240.16</a>	CENTRAL OFFICE SALARIES		115,744.00	0.00	115,744.00	88,219.53	13,040.47	14,484.00
<a href="#">A 1240.2</a>	SUPT. EQUIPMENT		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
<a href="#">A 1240.4</a>	SUPT OFFICE EXPENSE		5,000.00	1,000.00	6,000.00	917.88	4,915.00	167.12
<a href="#">A 1240.45</a>	SUPT OFFICE SUPPLIES		2,000.00	-428.00	1,572.00	761.56	352.58	457.86
<b>1240</b>	<b>CHIEF SCHOOL ADMINISTRATOR</b>	*	<b>369,016.00</b>	<b>1,500.00</b>	<b>370,516.00</b>	<b>275,298.97</b>	<b>80,108.05</b>	<b>15,108.98</b>
<b>12</b>		**	<b>369,016.00</b>	<b>1,500.00</b>	<b>370,516.00</b>	<b>275,298.97</b>	<b>80,108.05</b>	<b>15,108.98</b>
<a href="#">A 1310.15</a>	BUSINESS MANAGER SALARY		185,013.00	0.00	185,013.00	138,759.84	46,253.16	0.00
<a href="#">A 1310.16</a>	BUSINESS OFFICE SALARIES		249,826.00	11,014.82	260,840.82	196,414.74	64,426.08	0.00
<a href="#">A 1310.2</a>	BUSINESS OFFICE EQUIPMENT		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 1310.4</a>	BUSINESS OFFICE EXPENSES		6,000.00	4,800.00	10,800.00	7,874.89	1,751.62	1,173.49
<a href="#">A 1310.407-1</a>	OFFICE MACHINE REPAIRS		3,500.00	0.00	3,500.00	2,109.57	1,383.99	6.44
<a href="#">A 1310.409-7</a>	BUSINESS OFFICE SOFTWARE		15,273.00	305.00	15,578.00	15,578.00	0.00	0.00
<a href="#">A 1310.45</a>	BUSINESS OFFICE SUPPLIES		3,000.00	0.00	3,000.00	1,399.58	879.99	720.43
<a href="#">A 1310.451</a>	OFFICE PAPER-BUSINESS		1,100.00	0.00	1,100.00	0.00	0.00	1,100.00
<a href="#">A 1310.49</a>	BOCES SERVICES		50,000.00	51,359.44	101,359.44	54,451.46	46,907.98	0.00
<b>1310</b>	<b>BUSINESS ADMINISTRATOR</b>	*	<b>514,712.00</b>	<b>67,479.26</b>	<b>582,191.26</b>	<b>416,588.08</b>	<b>161,602.82</b>	<b>4,000.36</b>
<a href="#">A 1320.4</a>	AUDITING EXPENSE		70,000.00	45,325.00	115,325.00	63,550.00	48,775.00	3,000.00
<b>1320</b>	<b>AUDITING</b>	*	<b>70,000.00</b>	<b>45,325.00</b>	<b>115,325.00</b>	<b>63,550.00</b>	<b>48,775.00</b>	<b>3,000.00</b>
<a href="#">A 1325.16</a>	TREASURER-SALARY		13,655.00	-305.00	13,350.00	9,993.78	3,331.22	25.00
<a href="#">A 1325.45</a>	TREASURER SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
<b>1325</b>	<b>TREASURER</b>	*	<b>13,855.00</b>	<b>-305.00</b>	<b>13,550.00</b>	<b>9,993.78</b>	<b>3,331.22</b>	<b>225.00</b>

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1380.4</a>	CONTRACTUAL EXP-FISCAL AGENT	5,000.00	-1,500.00	3,500.00	0.00	0.00	3,500.00
<b>1380</b>	<b>FISCAL AGENT FEES</b>	<b>5,000.00</b>	<b>-1,500.00</b>	<b>3,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,500.00</b>
<b>13</b>		<b>603,567.00</b>	<b>110,999.26</b>	<b>714,566.26</b>	<b>490,131.86</b>	<b>213,709.04</b>	<b>10,725.36</b>
<a href="#">A 1420.4</a>	ATTORNEY FEES	60,000.00	50,304.00	110,304.00	59,770.96	50,524.49	8.55
<a href="#">A 1420.400-1</a>	BOND COUNSEL	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<a href="#">A 1420.400-2</a>	NEGOTIATIONS ATTORNEY	35,000.00	824.00	35,824.00	12,288.30	3,506.95	20,028.75
<b>1420</b>	<b>LEGAL FEES</b>	<b>98,000.00</b>	<b>51,128.00</b>	<b>149,128.00</b>	<b>72,059.26</b>	<b>54,031.44</b>	<b>23,037.30</b>
<a href="#">A 1430.4</a>	PERSONNEL EXPENSES	5,500.00	0.00	5,500.00	2,556.00	2,345.25	598.75
<a href="#">A 1430.49</a>	BOCES REG.TEACHER CERTIFICATION	5,000.00	3,145.00	8,145.00	8,145.00	0.00	0.00
<b>1430</b>	<b>PERSONNEL</b>	<b>10,500.00</b>	<b>3,145.00</b>	<b>13,645.00</b>	<b>10,701.00</b>	<b>2,345.25</b>	<b>598.75</b>
<a href="#">A 1480.4</a>	PUBLIC INFO EXPENSES	17,000.00	0.00	17,000.00	6,603.79	5,636.84	4,759.37
<b>1480</b>	<b>PUBLIC INFO AND SERVICE</b>	<b>17,000.00</b>	<b>0.00</b>	<b>17,000.00</b>	<b>6,603.79</b>	<b>5,636.84</b>	<b>4,759.37</b>
<b>14</b>		<b>125,500.00</b>	<b>54,273.00</b>	<b>179,773.00</b>	<b>89,364.05</b>	<b>62,013.53</b>	<b>28,395.42</b>
<a href="#">A 1620.16</a>	CUSTODIAL SALARIES	4,962.00	8,200.41	13,162.41	9,673.00	0.00	3,489.41
<a href="#">A 1620.160-1</a>	CUSTODIAL SALARIES-BAS	221,490.00	-3,110.80	218,379.20	171,029.20	49,105.60	-1,755.60
<a href="#">A 1620.160-2</a>	CUSTODIAL SALARIES-RWC	217,212.00	-6,280.96	210,931.04	162,324.19	48,542.06	64.79
<a href="#">A 1620.160-3</a>	CUSTODIAL SALARIES-WLB	201,350.00	1,191.35	202,541.35	154,973.73	47,567.62	0.00
<a href="#">A 1620.161-1</a>	CUSTODIAL OVERTIME-BAS	18,000.00	0.00	18,000.00	14,414.14	0.00	3,585.86
<a href="#">A 1620.161-2</a>	CUSTODIAL OVERTIME-RWC	12,000.00	0.00	12,000.00	7,786.63	0.00	4,213.37
<a href="#">A 1620.161-3</a>	CUSTODIAL OVERTIME-WLB	20,000.00	0.00	20,000.00	14,338.84	0.00	5,661.16
<a href="#">A 1620.162-1</a>	SECURITY AIDE SALARY-BAS	29,918.00	0.00	29,918.00	22,001.26	8,765.39	-848.65
<a href="#">A 1620.162-2</a>	SECURITY AIDE SALARY-RWC	32,060.00	0.00	32,060.00	19,178.09	9,739.71	3,142.20
<a href="#">A 1620.162-3</a>	SECURITY AIDE SALARY-WLB	30,988.00	0.00	30,988.00	19,389.78	9,577.33	2,020.89
<a href="#">A 1620.200-1</a>	EQUIPMENT-BAS	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
<a href="#">A 1620.200-2</a>	EQUIPMENT-RWC	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00
<a href="#">A 1620.200-3</a>	EQUIPMENT-WLB	1,250.00	0.00	1,250.00	1,250.00	0.00	0.00
<a href="#">A 1620.268-1</a>	HEATING/COOLING-BAS	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
<a href="#">A 1620.268-2</a>	HEATING/COOLING-RWC	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
<a href="#">A 1620.268-3</a>	HEATING/COOLING-WLB	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
<a href="#">A 1620.272-1</a>	CLEANING EQUIPMENT-BAS	4,750.00	-4,750.00	0.00	0.00	0.00	0.00
<a href="#">A 1620.272-2</a>	CLEANING EQUIPMENT-RWC	5,000.00	1,750.00	6,750.00	6,750.00	0.00	0.00
<a href="#">A 1620.272-3</a>	CLEANING EQUIPMENT-WLB	4,750.00	3,000.00	7,750.00	7,750.00	0.00	0.00
<a href="#">A 1620.404-1</a>	CONTRACTUAL STAFF TRAINING-BAS	1,600.00	0.00	1,600.00	585.64	447.36	567.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1620.404-2</a>	CONTRACTUAL STAFF TRAINING-RWC	1,800.00	0.00	1,800.00	585.65	598.35	616.00
<a href="#">A 1620.404-3</a>	CONTRACTUAL STAFF TRAINING-WLB	1,600.00	0.00	1,600.00	585.64	447.36	567.00
<a href="#">A 1620.406</a>	FUEL/OIL	5,000.00	-1,154.00	3,846.00	0.00	0.00	3,846.00
<a href="#">A 1620.406-11</a>	GAS/ELECTRIC-BAS	33,500.00	11,000.00	44,500.00	32,175.39	12,324.61	0.00
<a href="#">A 1620.406-12</a>	GAS/ELECTRIC-RWC	26,500.00	11,000.00	37,500.00	25,311.41	11,188.59	1,000.00
<a href="#">A 1620.406-13</a>	GAS/ELECTRIC-WLB	55,000.00	-12,000.00	43,000.00	24,014.50	11,985.50	7,000.00
<a href="#">A 1620.406-21</a>	WATER EXPENSES-BAS	6,000.00	0.00	6,000.00	4,347.67	1,652.33	0.00
<a href="#">A 1620.406-22</a>	WATER EXPENSES-RWC	8,000.00	0.00	8,000.00	2,124.42	1,625.58	4,250.00
<a href="#">A 1620.406-23</a>	WATER EXPENSES-WLB	16,000.00	0.00	16,000.00	1,186.10	1,313.90	13,500.00
<a href="#">A 1620.406-31</a>	TELEPHONE EXPENSES-BAS	15,000.00	0.00	15,000.00	4,322.07	8,677.93	2,000.00
<a href="#">A 1620.406-32</a>	TELEPHONE EXPENSES-RWC	16,000.00	0.00	16,000.00	7,080.85	6,919.15	2,000.00
<a href="#">A 1620.406-33</a>	TELEPHONE EXPENSES-WLB	19,000.00	0.00	19,000.00	7,443.46	10,116.54	1,440.00
<a href="#">A 1620.406-61</a>	CONTRACTUAL ELECTRICAL-BAS	4,000.00	-620.00	3,380.00	1,398.00	1,417.67	564.33
<a href="#">A 1620.406-62</a>	CONTRACTUAL ELECTRICAL-RWC	4,000.00	1,240.00	5,240.00	2,796.00	2,417.66	26.34
<a href="#">A 1620.406-63</a>	CONTRACTUAL ELECTRICAL-WLB	4,000.00	-620.00	3,380.00	1,398.00	1,417.67	564.33
<a href="#">A 1620.406-71</a>	PROF & TECH EXPENSE-BAS	19,000.00	0.00	19,000.00	6,137.80	3,207.70	9,654.50
<a href="#">A 1620.406-72</a>	PROF & TECH EXPENSE-RWC	14,000.00	0.00	14,000.00	4,096.50	3,954.74	5,948.76
<a href="#">A 1620.406-73</a>	PROF & TECH EXPENSE-WLB	10,000.00	0.00	10,000.00	6,147.89	3,197.60	654.51
<a href="#">A 1620.407-21</a>	CLEANING EXPENSES-BAS	7,000.00	0.00	7,000.00	1,088.68	411.32	5,500.00
<a href="#">A 1620.407-22</a>	CLEANING EXPENSES-RWC	6,000.00	0.00	6,000.00	1,074.56	425.44	4,500.00
<a href="#">A 1620.407-23</a>	CLEANING EXPENSES-WLB	7,000.00	0.00	7,000.00	1,203.60	296.40	5,500.00
<a href="#">A 1620.407-51</a>	SECURITY-BAS	55,000.00	42,356.00	97,356.00	66,670.05	30,565.60	120.35
<a href="#">A 1620.407-52</a>	SECURITY-RWC	55,000.00	37,878.00	92,878.00	62,137.10	30,647.52	93.38
<a href="#">A 1620.407-53</a>	SECURITY-WLB	65,000.00	27,407.00	92,407.00	61,503.81	30,773.81	129.38
<a href="#">A 1620.457-21</a>	CLEANING SUPPLIES-BAS	16,000.00	0.00	16,000.00	8,804.51	3,920.49	3,275.00
<a href="#">A 1620.457-22</a>	CLEANING SUPPLIES-RWC	14,500.00	0.00	14,500.00	9,042.32	4,032.68	1,425.00
<a href="#">A 1620.457-23</a>	CLEANING SUPPLIES-WLB	14,500.00	0.00	14,500.00	9,318.55	4,036.45	1,145.00
<a href="#">A 1620.458-21</a>	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,098.05	164.45	337.50
<a href="#">A 1620.458-22</a>	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,676.32	123.68	0.00
<a href="#">A 1620.458-23</a>	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	1,094.64	167.86	337.50
<b>1620</b>	<b>OPERATION MAINT/PLANT</b>	<b>1,315,480.00</b>	<b>116,487.00</b>	<b>1,431,967.00</b>	<b>968,808.04</b>	<b>361,773.65</b>	<b>101,385.31</b>
<a href="#">A 1621.16</a>	MAINTENANCE SALARIES	210,613.00	1,150.00	211,763.00	159,055.12	52,684.88	23.00
<a href="#">A 1621.161</a>	MAINTENANCE OVERTIME SALARIES	0.00	0.00	0.00	0.00	0.00	0.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1621.161-2</a>	MAINTENANCE OVERTIME SALARIES-RWC	10,000.00	-1,150.00	8,850.00	271.22	0.00	8,578.78
<a href="#">A 1621.200-1</a>	EQUIPMENT-BAS	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
<a href="#">A 1621.200-2</a>	EQUIPMENT-RWC	1,500.00	0.00	1,500.00	1,475.55	0.00	24.45
<a href="#">A 1621.200-3</a>	EQUIPMENT-WLB	1,250.00	0.00	1,250.00	725.55	0.00	524.45
<a href="#">A 1621.268-1</a>	HEATING/COOLING-BAS	325.00	0.00	325.00	0.00	0.00	325.00
<a href="#">A 1621.268-2</a>	HEATING/COOLING-RWC	350.00	0.00	350.00	0.00	0.00	350.00
<a href="#">A 1621.268-3</a>	HEATING/COOLING-WLB	325.00	0.00	325.00	0.00	0.00	325.00
<a href="#">A 1621.280-1</a>	GROUNDS-BAS	2,100.00	0.00	2,100.00	0.00	0.00	2,100.00
<a href="#">A 1621.280-2</a>	GROUNDS-RWC	2,800.00	0.00	2,800.00	2,800.00	0.00	0.00
<a href="#">A 1621.280-3</a>	GROUNDS-WLB	2,100.00	0.00	2,100.00	0.00	0.00	2,100.00
<a href="#">A 1621.283-1</a>	AUTOMOTIVE EQUIPMENT-BAS	600.00	0.00	600.00	0.00	0.00	600.00
<a href="#">A 1621.283-2</a>	AUTOMOTIVE EQUIPMENT-RWC	700.00	0.00	700.00	143.25	0.00	556.75
<a href="#">A 1621.283-3</a>	AUTOMOTIVE EQUIPMENT-WLB	700.00	0.00	700.00	0.00	0.00	700.00
<a href="#">A 1621.406-4</a>	MILEAGE	1,000.00	0.00	1,000.00	525.75	124.25	350.00
<a href="#">A 1621.406-5</a>	ELEC/MAINTENANCE EXPENSE	500.00	0.00	500.00	46.06	0.00	453.94
<a href="#">A 1621.406-51</a>	ELEC/MAINTENANCE EXPENSE-BAS	500.00	0.00	500.00	46.06	0.00	453.94
<a href="#">A 1621.406-52</a>	ELEC/MAINTENANCE EXPENSE-RWC	500.00	0.00	500.00	46.06	0.00	453.94
<a href="#">A 1621.406-81</a>	HEATING/COOLING EXPENSE-BAS	12,000.00	2,850.00	14,850.00	10,057.77	5,188.73	-396.50
<a href="#">A 1621.406-82</a>	HEATING/COOLING EXPENSE-RWC	11,000.00	2,000.00	13,000.00	9,223.69	4,513.80	-737.49
<a href="#">A 1621.406-83</a>	HEATING/COOLING EXPENSE-WLB	12,000.00	350.00	12,350.00	9,608.67	3,168.79	-427.46
<a href="#">A 1621.406-91</a>	PLUMBING EXPENSE-BAS	2,000.00	-200.00	1,800.00	1,005.63	274.37	520.00
<a href="#">A 1621.406-92</a>	PLUMBING EXPENSE-RWC	1,000.00	200.00	1,200.00	784.68	390.32	25.00
<a href="#">A 1621.406-93</a>	PLUMBING EXPENSE-WLB	1,000.00	0.00	1,000.00	314.22	390.78	295.00
<a href="#">A 1621.407-01</a>	REPAIRS-GENERAL-BAS	10,000.00	-2,000.00	8,000.00	4,753.15	876.85	2,370.00
<a href="#">A 1621.407-02</a>	REPAIRS-GENERAL-RWC	7,500.00	-2,000.00	5,500.00	4,181.50	1,661.50	-343.00
<a href="#">A 1621.407-03</a>	REPAIRS-GENERAL-WLB	7,500.00	0.00	7,500.00	5,267.58	251.42	1,981.00
<a href="#">A 1621.407-3</a>	SITE WORK	37,000.00	1,532.25	38,532.25	14,633.64	974.83	22,923.78
<a href="#">A 1621.407-30-2</a>	PLAYGROUND MAINTENANCE-BAS	2,500.00	-2,050.00	450.00	450.00	0.00	0.00
<a href="#">A 1621.407-30-3</a>	PLAYGROUND MAINTENANCE-RWC	2,500.00	-2,050.00	450.00	450.00	0.00	0.00
<a href="#">A 1621.407-30-4</a>	PLAYGROUND MAINTENANCE-WLB	2,500.00	0.00	2,500.00	450.00	0.00	2,050.00
<a href="#">A 1621.407-31-2</a>	ATHLETIC FIELDS-BAS	3,500.00	0.00	3,500.00	125.00	175.00	3,200.00
<a href="#">A 1621.407-31-3</a>	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	325.00	375.00	3,050.00
<a href="#">A 1621.407-31-4</a>	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	0.00	50.00	3,700.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1621.450-1</a>	MATERIAL & SUPPLIES-BAS	6,650.00	-718.58	5,931.42	667.96	2,033.74	3,229.72
<a href="#">A 1621.450-2</a>	MATERIAL & SUPPLIES-RWC	6,700.00	-172.05	6,527.95	3,119.54	1,528.63	1,879.78
<a href="#">A 1621.450-3</a>	MATERIAL & SUPPLIES-WLB	6,650.00	0.00	6,650.00	1,183.63	2,075.47	3,390.90
<a href="#">A 1621.455-1</a>	PLAYGROUND MATERIAL & SUPPLIES-BAS	0.00	2,768.58	2,768.58	2,768.59	0.00	-0.01
<a href="#">A 1621.455-2</a>	PLAYGROUND MATERIAL & SUPPLIES-RWC	0.00	4,037.54	4,037.54	4,037.55	0.00	-0.01
<a href="#">A 1621.456-51</a>	ELEC/MAINTENANCE-BAS	3,100.00	0.00	3,100.00	37.95	312.05	2,750.00
<a href="#">A 1621.456-52</a>	ELEC/MAINTENANCE-RWC	2,950.00	2,113.20	5,063.20	2,361.12	102.08	2,600.00
<a href="#">A 1621.456-53</a>	ELEC/MAINTENANCE-WLB	2,950.00	0.00	2,950.00	37.94	312.06	2,600.00
<a href="#">A 1621.456-61</a>	INTERCOM/EMERG LIGHTS-BAS	700.00	0.00	700.00	0.00	0.00	700.00
<a href="#">A 1621.456-62</a>	INTERCOM/EMERG LIGHTS-RWC	600.00	0.00	600.00	475.68	0.00	124.32
<a href="#">A 1621.456-63</a>	INTERCOM/EMERG LIGHTS-WLB	700.00	0.00	700.00	0.00	0.00	700.00
<a href="#">A 1621.456-81</a>	HEATING/COOLING SUPPLIES-BAS	1,700.00	600.00	2,300.00	1,600.00	600.00	100.00
<a href="#">A 1621.456-82</a>	HEATING/COOLING SUPPLIES-RWC	1,700.00	-400.00	1,300.00	0.00	200.00	1,100.00
<a href="#">A 1621.456-83</a>	HEATING/COOLING SUPPLIES-WLB	1,600.00	-200.00	1,400.00	42.29	200.00	1,157.71
<a href="#">A 1621.457-01</a>	REPAIRS-GENERAL-BAS	5,000.00	0.00	5,000.00	3,069.40	366.64	1,563.96
<a href="#">A 1621.457-02</a>	REPAIRS-GENERAL-RWC	5,000.00	2,767.86	7,767.86	4,861.67	548.66	2,357.53
<a href="#">A 1621.457-03</a>	REPAIRS-GENERAL-WLB	5,000.00	0.00	5,000.00	1,527.98	3,472.02	0.00
<a href="#">A 1621.457-61</a>	HARDWARE-BAS	1,000.00	0.00	1,000.00	155.34	119.66	725.00
<a href="#">A 1621.457-62</a>	HARDWARE-RWC	1,000.00	0.00	1,000.00	157.71	117.29	725.00
<a href="#">A 1621.457-63</a>	HARDWARE-WLB	1,000.00	0.00	1,000.00	177.75	197.25	625.00
<a href="#">A 1621.457-71</a>	CARPENTRY-BAS	2,750.00	0.00	2,750.00	256.49	1,893.51	600.00
<a href="#">A 1621.457-72</a>	CARPENTRY-RWC	2,650.00	1,400.00	4,050.00	3,543.11	406.89	100.00
<a href="#">A 1621.457-73</a>	CARPENTRY-WLB	2,600.00	0.00	2,600.00	690.21	1,459.79	450.00
<a href="#">A 1621.457-81</a>	GLAZING-BAS	300.00	0.00	300.00	0.00	200.00	100.00
<a href="#">A 1621.457-82</a>	GLAZING-RWC	350.00	0.00	350.00	0.00	200.00	150.00
<a href="#">A 1621.457-83</a>	GLAZING-WLB	350.00	0.00	350.00	0.00	200.00	150.00
<a href="#">A 1621.457-91</a>	PAINTING-BAS	1,000.00	0.00	1,000.00	55.93	244.07	700.00
<a href="#">A 1621.457-92</a>	PAINTING-RWC	1,000.00	0.00	1,000.00	98.80	201.20	700.00
<a href="#">A 1621.457-93</a>	PAINTING-WLB	1,000.00	0.00	1,000.00	578.25	121.75	300.00
<a href="#">A 1621.458-01</a>	GROUNDS-BAS	1,650.00	0.00	1,650.00	0.00	345.35	1,304.65
<a href="#">A 1621.458-02</a>	GROUNDS-RWC	1,650.00	0.00	1,650.00	0.00	345.35	1,304.65
<a href="#">A 1621.458-03</a>	GROUNDS-WLB	1,700.00	0.00	1,700.00	0.00	310.38	1,389.62
<a href="#">A 1621.458-31</a>	AUTOMOTIVE-BAS	1,333.00	-50.00	1,283.00	360.69	629.31	293.00

# VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 1621.458-32</a>	AUTOMOTIVE-RWC		1,333.00	100.00	1,433.00	745.67	844.33	-157.00
<a href="#">A 1621.458-33</a>	AUTOMOTIVE-WLB		1,334.00	-50.00	1,284.00	360.69	629.31	294.00
<b>1621</b>	<b>MAINTENANCE OF PLANT</b>	*	<b>431,613.00</b>	<b>10,828.80</b>	<b>442,441.80</b>	<b>259,737.09</b>	<b>91,317.31</b>	<b>91,387.40</b>
<a href="#">A 1670.400-1</a>	CENTRAL PRINTING EXPENSE-BAS		5,650.00	0.00	5,650.00	893.28	3,806.72	950.00
<a href="#">A 1670.400-2</a>	CENTRAL PRINTING EXPENSE-RWC		5,650.00	0.00	5,650.00	893.28	3,806.72	950.00
<a href="#">A 1670.400-3</a>	CENTRAL PRINTING EXPENSE-WLB		5,700.00	0.00	5,700.00	1,593.68	4,105.72	0.60
<a href="#">A 1670.401</a>	OUTSIDE PRINTING SERVICES		5,000.00	0.00	5,000.00	3,135.00	0.00	1,865.00
<b>1670</b>	<b>CENTRAL PRINTING AND MAILING</b>	*	<b>22,000.00</b>	<b>0.00</b>	<b>22,000.00</b>	<b>6,515.24</b>	<b>11,719.16</b>	<b>3,765.60</b>
<a href="#">A 1680.45</a>	DATA PROC SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
<a href="#">A 1680.49</a>	BOCES TEST SCORE		48,000.00	0.00	48,000.00	26,318.88	21,681.12	0.00
<a href="#">A 1680.490-1</a>	BOCES DATA WAREHOUSING		120,000.00	0.00	120,000.00	93,923.95	26,076.05	0.00
<b>1680</b>	<b>DATA PROCESSING DISTRICT</b>	*	<b>168,500.00</b>	<b>0.00</b>	<b>168,500.00</b>	<b>120,242.83</b>	<b>47,757.17</b>	<b>500.00</b>
<b>16</b>		**	<b>1,937,593.00</b>	<b>127,315.80</b>	<b>2,064,908.80</b>	<b>1,355,303.20</b>	<b>512,567.29</b>	<b>197,038.31</b>
<a href="#">A 1910.4</a>	UNALLOCATED INS		166,000.00	1,154.00	167,154.00	159,545.70	7,608.30	0.00
<b>1910</b>	<b>UNALLOCATED INSURANCE</b>	*	<b>166,000.00</b>	<b>1,154.00</b>	<b>167,154.00</b>	<b>159,545.70</b>	<b>7,608.30</b>	<b>0.00</b>
<a href="#">A 1920.4</a>	SCHOOL ASSOC DUES		18,000.00	0.00	18,000.00	13,475.00	0.00	4,525.00
<b>1920</b>	<b>SCHOOL ASSOCIATION DUES</b>	*	<b>18,000.00</b>	<b>0.00</b>	<b>18,000.00</b>	<b>13,475.00</b>	<b>0.00</b>	<b>4,525.00</b>
<a href="#">A 1930.4</a>	CLAIMS/JUDGEMENT		600.00	0.00	600.00	0.00	0.00	600.00
<b>1930</b>	<b>JUDGMENTS &amp; CLAIMS</b>	*	<b>600.00</b>	<b>0.00</b>	<b>600.00</b>	<b>0.00</b>	<b>0.00</b>	<b>600.00</b>
<a href="#">A 1981.49</a>	BOCES AMIN		112,725.00	0.00	112,725.00	112,725.17	0.00	-0.17
<a href="#">A 1981.492</a>	BOCES RENTAL		10,861.00	0.00	10,861.00	7,240.40	3,620.60	0.00
<a href="#">A 1981.493</a>	BOCES CAPITAL		19,104.00	0.00	19,104.00	19,104.43	0.00	-0.43
<b>1981</b>	<b>ADMIN CHARGE-BOCES</b>	*	<b>142,690.00</b>	<b>0.00</b>	<b>142,690.00</b>	<b>139,070.00</b>	<b>3,620.60</b>	<b>-0.60</b>
<b>19</b>	<b>Disability Insurance</b>	**	<b>327,290.00</b>	<b>1,154.00</b>	<b>328,444.00</b>	<b>312,090.70</b>	<b>11,228.90</b>	<b>5,124.40</b>
<b>1</b>		***	<b>3,409,076.00</b>	<b>340,242.06</b>	<b>3,749,318.06</b>	<b>2,556,825.14</b>	<b>926,877.34</b>	<b>265,615.58</b>
<a href="#">A 2010.15</a>	CURRICULUM-PROFESSIONAL SALARIES		0.00	0.00	0.00	0.00	0.00	0.00
<a href="#">A 2010.150</a>	ASSISTANT SUPERINTENDENT		189,426.00	0.00	189,426.00	142,008.12	47,335.88	82.00
<a href="#">A 2010.16</a>	CURRICULUM SALARIES		12,000.00	-10,100.00	1,900.00	0.00	0.00	1,900.00
<a href="#">A 2010.4</a>	CURRICULUM DEVEL EXPENSE		2,000.00	0.00	2,000.00	100.00	0.00	1,900.00
<a href="#">A 2010.45</a>	CURRICULUM DEVEL SUPPLIES		3,000.00	0.00	3,000.00	1,372.74	0.00	1,627.26
<a href="#">A 2010.451</a>	DUP PAPER/REPT CARD		5,000.00	0.00	5,000.00	1,480.00	520.00	3,000.00
<a href="#">A 2010.49</a>	BOCES CURRICULUM DEVELOPMENT		47,000.00	15,403.10	62,403.10	56,718.41	5,684.69	0.00
<b>2010</b>	<b>CURR. DEV./SUPERVISION</b>	*	<b>258,426.00</b>	<b>5,303.10</b>	<b>263,729.10</b>	<b>201,679.27</b>	<b>53,540.57</b>	<b>8,509.26</b>

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2020.15</a>	BUILDING PRINCIPALS SALARIES	317,693.00	0.00	317,693.00	218,644.74	72,881.38	26,166.88
<a href="#">A 2020.150-1</a>	BUILDING PRINCIPALS SALARIES-BAS	181,981.00	0.00	181,981.00	136,440.00	45,480.00	61.00
<a href="#">A 2020.150-2</a>	BUILDING PRINCIPALS SALARIES-RWC	161,734.00	0.00	161,734.00	121,299.72	40,433.28	1.00
<a href="#">A 2020.150-3</a>	BUILDING PRINCIPALS SALARIES-WLB	148,920.00	0.00	148,920.00	110,925.00	36,975.00	1,020.00
<a href="#">A 2020.160-1</a>	BUILDG OFFICE SALARIES-BAS	42,768.00	4,543.50	47,311.50	35,177.46	12,134.04	0.00
<a href="#">A 2020.160-2</a>	BUILDG OFFICE SALARIES-RWC	57,300.00	6,142.66	63,442.66	47,069.20	16,373.46	0.00
<a href="#">A 2020.160-3</a>	BUILDG OFFICE SALARIES-WLB	44,970.00	5,801.75	50,771.75	38,028.02	12,743.73	0.00
<a href="#">A 2020.4</a>	SUPERVISION EXPENSES	1,000.00	0.00	1,000.00	137.69	312.31	550.00
<a href="#">A 2020.401</a>	SUPERVISION-BAS	200.00	0.00	200.00	0.00	0.00	200.00
<a href="#">A 2020.401-97</a>	SUPERVISION-P/C-BAS	500.00	0.00	500.00	198.24	301.76	0.00
<a href="#">A 2020.402</a>	SUPERVISION-WLB	200.00	0.00	200.00	0.00	0.00	200.00
<a href="#">A 2020.402-97</a>	SUPERVISION-P/C-WLB	300.00	0.00	300.00	183.02	116.98	0.00
<a href="#">A 2020.403</a>	SUPERVISION-RWC	500.00	0.00	500.00	0.00	0.00	500.00
<a href="#">A 2020.403-97</a>	SUPERVISION-P/C-RWC	500.00	0.00	500.00	50.00	450.00	0.00
<a href="#">A 2020.451</a>	SUPERVISION-BAS	500.00	0.00	500.00	0.00	0.00	500.00
<a href="#">A 2020.451-10</a>	OFFICE PAPER-BAS	6,000.00	0.00	6,000.00	5,346.00	654.00	0.00
<a href="#">A 2020.451-20</a>	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	3,825.00	2,175.00	1,000.00
<a href="#">A 2020.451-30</a>	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	6,090.00	910.00	1,500.00
<a href="#">A 2020.452</a>	SUPERVISION-WLB	500.00	0.00	500.00	0.00	0.00	500.00
<a href="#">A 2020.453</a>	SUPERVISION-RWC	300.00	0.00	300.00	0.00	0.00	300.00
<b>2020</b>	<b>SUPER. REG. SCHOOL</b>	<b>981,366.00</b>	<b>16,487.91</b>	<b>997,853.91</b>	<b>723,414.09</b>	<b>241,940.94</b>	<b>32,498.88</b>
<a href="#">A 2060.15</a>	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	20,375.10	6,791.78	2,833.12
<b>2060</b>	<b>RESEARCH PLAN/EVAL</b>	<b>30,000.00</b>	<b>0.00</b>	<b>30,000.00</b>	<b>20,375.10</b>	<b>6,791.78</b>	<b>2,833.12</b>
<a href="#">A 2070.40</a>	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2070.41</a>	INSERVICE TRNG-BAS	500.00	0.00	500.00	275.00	0.00	225.00
<a href="#">A 2070.42</a>	INSERVICE TRNG-WLB	500.00	0.00	500.00	275.00	0.00	225.00
<a href="#">A 2070.43</a>	INSERVICE TRNG-RWC	500.00	0.00	500.00	165.00	0.00	335.00
<a href="#">A 2070.44</a>	INSERVICE TRNG-D.W.	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2070.444</a>	STAFF DEVELOPMENT	10,000.00	-3,595.00	6,405.00	1,006.33	0.00	5,398.67
<a href="#">A 2070.490</a>	BOCES STAFF DEVELOPMENT	25,000.00	450.00	25,450.00	16,392.27	9,057.73	0.00
<b>2070</b>	<b>IN-SERV TRAIN-INSTR.</b>	<b>38,500.00</b>	<b>-3,145.00</b>	<b>35,355.00</b>	<b>18,113.60</b>	<b>9,057.73</b>	<b>8,183.67</b>
<b>20</b>	<b>Group Insurance</b>	<b>1,308,292.00</b>	<b>18,646.01</b>	<b>1,326,938.01</b>	<b>963,582.06</b>	<b>311,331.02</b>	<b>52,024.93</b>
<a href="#">A 2110.12</a>	TEACHERS 1-6 SALARIES	879,100.00	-599,624.24	279,475.76	164,581.20	110,490.30	4,404.26



# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2110.120-1</a>	TEACHERS 1-6 SALARIES-BAS	2,320,026.00	29,636.01	2,349,662.01	1,410,050.93	872,965.54	66,645.54
<a href="#">A 2110.120-2</a>	TEACHERS 1-6 SALARIES-RWC	2,771,555.00	-7,368.00	2,764,187.00	1,697,248.00	1,067,129.25	-190.25
<a href="#">A 2110.120-3</a>	TEACHERS 1-6 SALARIES-WLB	2,112,242.00	-75,488.01	2,036,753.99	1,198,884.58	817,730.82	20,138.59
<a href="#">A 2110.121</a>	KINDERGARTEN TEACHERS SALARIES	159,737.00	-126,725.73	33,011.27	0.00	0.00	33,011.27
<a href="#">A 2110.121-1</a>	KINDERGARTEN TEACHERS SALARIES-BAS	188,532.00	0.00	188,532.00	109,590.04	78,675.96	266.00
<a href="#">A 2110.121-2</a>	KINDERGARTEN TEACHERS SALARIES-RWC	204,384.00	2,241.00	206,625.00	129,199.60	77,425.40	0.00
<a href="#">A 2110.121-3</a>	KINDERGARTEN TEACHERS SALARIES-WLB	155,788.00	3,307.00	159,095.00	92,609.52	66,485.48	0.00
<a href="#">A 2110.123</a>	AFTER SCHOOL PROGRAMS	0.00	10,757.00	10,757.00	7,529.90	3,227.10	0.00
<a href="#">A 2110.123-1</a>	AFTER SCHOOL PROGRAMS-BAS	6,650.00	2,318.50	8,968.50	5,348.42	2,292.08	1,328.00
<a href="#">A 2110.123-2</a>	AFTER SCHOOL PROGRAMS-RWC	6,700.00	1,995.57	8,695.57	8,391.73	1,409.58	-1,105.74
<a href="#">A 2110.123-3</a>	AFTER SCHOOL PROGRAMS-WLB	6,650.00	2,631.50	9,281.50	6,467.51	2,626.94	187.05
<a href="#">A 2110.124-1</a>	SUPPORT SERVICES SALARIES-BAS	242,980.00	179,637.55	422,617.55	262,035.39	89,883.16	70,699.00
<a href="#">A 2110.124-2</a>	SUPPORT SERVICES SALARIES-RWC	284,586.00	87,517.00	372,103.00	216,601.84	155,501.16	0.00
<a href="#">A 2110.124-3</a>	SUPPORT SERVICES SALARIES-WLB	291,274.00	60,600.69	351,874.69	217,573.69	141,911.23	-7,610.23
<a href="#">A 2110.129-1</a>	EXTRA DUTIES/SERVICES-BAS	15,000.00	0.00	15,000.00	13,204.70	0.00	1,795.30
<a href="#">A 2110.129-2</a>	EXTRA DUTIES/SERVICES-RWC	10,000.00	0.00	10,000.00	9,460.32	0.00	539.68
<a href="#">A 2110.129-3</a>	EXTRA DUTIES/SERVICES-WLB	25,000.00	0.00	25,000.00	9,852.26	0.00	15,147.74
<a href="#">A 2110.140-1</a>	SUB TEACHERS SALARIES-BAS	25,000.00	20,000.00	45,000.00	46,117.50	0.00	-1,117.50
<a href="#">A 2110.140-2</a>	SUB TEACHERS SALARIES-RWC	25,000.00	0.00	25,000.00	33,505.00	0.00	-8,505.00
<a href="#">A 2110.140-3</a>	SUB TEACHERS SALARIES-WLB	90,000.00	-20,000.00	70,000.00	43,273.94	0.00	26,726.06
<a href="#">A 2110.16</a>	LCH/CRM/CPY AIDES	0.00	0.00	0.00	0.00	0.00	0.00
<a href="#">A 2110.160-1</a>	LCH/CRM/CPY AIDES-BAS	182,324.00	0.00	182,324.00	98,433.51	11,844.27	72,046.22
<a href="#">A 2110.160-2</a>	LCH/CRM/CPY AIDES-RWC	127,324.00	0.00	127,324.00	104,835.95	12,283.84	10,204.21
<a href="#">A 2110.160-3</a>	LCH/CRM/CPY AIDES-WLB	152,417.00	-20,000.00	132,417.00	90,295.15	13,950.16	28,171.69
<a href="#">A 2110.239</a>	INSTRU MUSIC	5,000.00	0.00	5,000.00	2,848.00	1,768.41	383.59
<a href="#">A 2110.400-71</a>	COPIER LEASES-BAS	25,000.00	0.00	25,000.00	13,711.33	7,920.49	3,368.18
<a href="#">A 2110.400-72</a>	COPIER LEASES-WLB	38,000.00	0.00	38,000.00	10,684.83	13,281.67	14,033.50
<a href="#">A 2110.400-73</a>	COPIER LEASES-RWC	17,000.00	5,300.00	22,300.00	15,288.80	6,868.68	142.52
<a href="#">A 2110.402-4</a>	SOCIAL STUDIES	2,900.00	0.00	2,900.00	0.00	0.00	2,900.00
<a href="#">A 2110.402-71</a>	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
<a href="#">A 2110.402-72</a>	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
<a href="#">A 2110.402-73</a>	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2110.402-81</a>	SCIENCE-BAS	175.00	0.00	175.00	0.00	0.00	175.00
<a href="#">A 2110.402-82</a>	SCIENCE-RWC	150.00	0.00	150.00	0.00	0.00	150.00
<a href="#">A 2110.402-83</a>	SCIENCE-WLB	175.00	0.00	175.00	0.00	0.00	175.00
<a href="#">A 2110.402-91</a>	ESL-BAS	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.402-92</a>	ESL-RWC	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.402-93</a>	ESL-WLB	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-51</a>	PHYSICAL ED-BAS	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-52</a>	PHYSICAL ED-RWC	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-53</a>	PHYSICAL ED-WLB	50.00	0.00	50.00	0.00	0.00	50.00
<a href="#">A 2110.403-81</a>	VOCAL MUSIC-BAS	150.00	-70.53	79.47	58.31	0.00	21.16
<a href="#">A 2110.403-82</a>	VOCAL MUSIC-RWC	175.00	-31.53	143.47	58.32	0.00	85.15
<a href="#">A 2110.403-83</a>	VOCAL MUSIC-WLB	175.00	-29.61	145.39	58.32	0.00	87.07
<a href="#">A 2110.403-91</a>	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	492.99	500.00	1,007.01
<a href="#">A 2110.403-92</a>	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	512.99	500.00	987.01
<a href="#">A 2110.403-93</a>	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	493.98	500.00	1,006.02
<a href="#">A 2110.404-5</a>	OUTDOOR EDUCATION	600.00	0.00	600.00	0.00	0.00	600.00
<a href="#">A 2110.405-4</a>	CHALLENGE	850.00	0.00	850.00	525.00	0.00	325.00
<a href="#">A 2110.406-41</a>	STAFF MILEAGE-BAS	500.00	0.00	500.00	37.86	112.14	350.00
<a href="#">A 2110.406-42</a>	STAFF MILEAGE-RWC	500.00	0.00	500.00	52.89	247.11	200.00
<a href="#">A 2110.406-43</a>	STAFF MILEAGE-WLB	500.00	0.00	500.00	15.08	334.92	150.00
<a href="#">A 2110.450-1</a>	BAS-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	9,067.62	800.00	132.38
<a href="#">A 2110.450-2</a>	WLB-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	6,870.66	782.35	2,346.99
<a href="#">A 2110.450-3</a>	RWC-GENERAL INSTR SUPPLIES	16,000.00	3,547.45	19,547.45	16,146.60	267.75	3,133.10
<a href="#">A 2110.450-4</a>	MATH SUPPLIES	16,600.00	-8,000.00	8,600.00	1,046.08	0.00	7,553.92
<a href="#">A 2110.451-01</a>	BAS-KINDERGARTEN	2,000.00	0.00	2,000.00	1,967.78	0.00	32.22
<a href="#">A 2110.451-02</a>	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	1,061.06	84.90	354.04
<a href="#">A 2110.451-03</a>	RWC-KINDERGARTEN	2,500.00	0.00	2,500.00	2,016.29	0.00	483.71
<a href="#">A 2110.452-41</a>	READING SUPPLIES-BAS	2,000.00	0.00	2,000.00	988.08	366.74	645.18
<a href="#">A 2110.452-42</a>	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	1,935.90	39.96	24.14
<a href="#">A 2110.452-43</a>	READING SUPPLIES-RWC	2,000.00	0.00	2,000.00	1,577.24	0.00	422.76
<a href="#">A 2110.452-51</a>	EARLY INTERV SUPPLIES-BAS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2110.452-52</a>	EARLY INTERV SUPPLIES-WLB	1,000.00	0.00	1,000.00	520.95	237.05	242.00
<a href="#">A 2110.452-53</a>	EARLY INTERV SUPPLIES-RWC	1,000.00	0.00	1,000.00	947.39	0.00	52.61

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2110.452-71</a>	HEALTH-BAS	700.00	0.00	700.00	0.00	0.00	700.00
<a href="#">A 2110.452-72</a>	HEALTH-RWC	650.00	0.00	650.00	0.00	0.00	650.00
<a href="#">A 2110.452-73</a>	HEALTH-WLB	650.00	0.00	650.00	0.00	0.00	650.00
<a href="#">A 2110.452-81</a>	SCIENCE-BAS	1,200.00	0.00	1,200.00	549.17	0.00	650.83
<a href="#">A 2110.452-82</a>	SCIENCE-RWC	1,200.00	0.00	1,200.00	969.06	0.00	230.94
<a href="#">A 2110.452-83</a>	SCIENCE-WLB	1,200.00	0.00	1,200.00	880.03	0.00	319.97
<a href="#">A 2110.452-91</a>	ESL-BAS	400.00	0.00	400.00	125.39	3.01	271.60
<a href="#">A 2110.452-92</a>	ESL-RWC	300.00	0.00	300.00	246.36	0.00	53.64
<a href="#">A 2110.452-93</a>	ESL-WLB	300.00	0.00	300.00	260.47	0.00	39.53
<a href="#">A 2110.453-01</a>	BAS-ART	3,300.00	0.00	3,300.00	1,964.14	1,334.70	1.16
<a href="#">A 2110.453-02</a>	WLB-ART	3,300.00	0.00	3,300.00	1,734.36	0.00	1,565.64
<a href="#">A 2110.453-03</a>	RWC-ART	3,800.00	0.00	3,800.00	3,385.97	0.00	414.03
<a href="#">A 2110.453-51</a>	BAS-PHYSICAL ED	1,300.00	0.00	1,300.00	1,035.16	0.00	264.84
<a href="#">A 2110.453-52</a>	WLB-PHYSICAL ED	1,300.00	0.00	1,300.00	213.78	0.00	1,086.22
<a href="#">A 2110.453-53</a>	RWC-PHYSICAL ED	1,600.00	0.00	1,600.00	1,095.30	0.00	504.70
<a href="#">A 2110.453-81</a>	VOCAL MUSIC-BAS	790.00	121.38	911.38	911.38	0.00	0.00
<a href="#">A 2110.453-82</a>	VOCAL MUSIC-RWC	930.00	82.38	1,012.38	1,012.38	0.00	0.00
<a href="#">A 2110.453-83</a>	VOCAL MUSIC-WLB	780.00	80.46	860.46	860.46	0.00	0.00
<a href="#">A 2110.453-91</a>	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	1,651.36	295.00	53.64
<a href="#">A 2110.453-92</a>	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	1,561.89	396.82	41.29
<a href="#">A 2110.453-93</a>	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	1,470.69	528.86	0.45
<a href="#">A 2110.455-01</a>	BAS-SUPPLEMENTAL	2,000.00	0.00	2,000.00	1,772.45	0.00	227.55
<a href="#">A 2110.455-02</a>	WLB-SUPPLEMENTAL	3,000.00	0.00	3,000.00	0.00	1,193.76	1,806.24
<a href="#">A 2110.455-03</a>	RWC-SUPPLEMENTAL	3,700.00	-3,700.00	0.00	0.00	0.00	0.00
<a href="#">A 2110.455-4</a>	CHALLENGE	2,800.00	0.00	2,800.00	2,263.46	97.99	438.55
<a href="#">A 2110.455-41</a>	BAS-CHALLENGE	1,255.00	0.00	1,255.00	1,004.00	0.00	251.00
<a href="#">A 2110.455-42</a>	WLB-CHALLENGE	1,300.00	0.00	1,300.00	257.00	0.00	1,043.00
<a href="#">A 2110.455-43</a>	RWC-CHALLENGE	1,495.00	0.00	1,495.00	794.11	0.00	700.89
<a href="#">A 2110.456</a>	District Workbooks	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
<a href="#">A 2110.47</a>	TUITION	25,000.00	-25,000.00	0.00	0.00	0.00	0.00
<a href="#">A 2110.473</a>	CHARTER SCHOOL TUITION	48,000.00	25,000.00	73,000.00	43,096.49	17,819.18	12,084.33
<a href="#">A 2110.48</a>	TEXTBOOKS	16,000.00	0.00	16,000.00	7,459.96	8,540.04	0.00
<a href="#">A 2110.480-1</a>	BAS TEXTBOOKS	8,500.00	0.00	8,500.00	6,827.45	464.21	1,208.34

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2110.480-2</a>	WLB TEXTBOOKS	8,800.00	0.00	8,800.00	2,673.76	6,122.70	3.54
<a href="#">A 2110.480-3</a>	RWC TEXTBOOKS	11,000.00	0.00	11,000.00	10,270.09	400.00	329.91
<a href="#">A 2110.482-41</a>	READING/SUPPORT TEXTBOOKS BAS	2,500.00	0.00	2,500.00	44.17	0.00	2,455.83
<a href="#">A 2110.482-42</a>	READING/SUPPORT TEXTBOOKS WLB	2,500.00	0.00	2,500.00	2,434.65	0.00	65.35
<a href="#">A 2110.482-43</a>	READING/SUPPORT TEXTBOOKS RWC	2,700.00	0.00	2,700.00	2,700.00	0.00	0.00
<a href="#">A 2110.482-9</a>	ESL TEXTBOOKS	2,300.00	0.00	2,300.00	1,601.03	0.00	698.97
<a href="#">A 2110.484</a>	MATH TEXTBOOKS	16,000.00	0.00	16,000.00	0.00	0.00	16,000.00
<a href="#">A 2110.485</a>	SCIENCE TEXTBOOKS	8,200.00	0.00	8,200.00	0.00	0.00	8,200.00
<a href="#">A 2110.492-9</a>	ESL	23,000.00	18,300.00	41,300.00	23,081.95	18,300.00	-81.95
<a href="#">A 2110.494-5</a>	OUTDOOR EDUCATION	33,000.00	0.00	33,000.00	-9,800.00	33,000.00	9,800.00
<a href="#">A 2110.495-5</a>	BOCES-ARTS IN EDUC	25,000.00	0.00	25,000.00	16,381.13	8,618.87	0.00
<b>2110</b>	<b>REGULAR SCHOOL</b>	<b>10,736,469.00</b>	<b>-432,964.16</b>	<b>10,303,504.84</b>	<b>6,196,864.08</b>	<b>3,657,559.58</b>	<b>449,081.18</b>
<b>21</b>	<b>New York State Income Tax</b>	<b>10,736,469.00</b>	<b>-432,964.16</b>	<b>10,303,504.84</b>	<b>6,196,864.08</b>	<b>3,657,559.58</b>	<b>449,081.18</b>
<a href="#">A 2250.15</a>	RR/SPEECH/CID SALARIES	0.00	0.00	0.00	360.61	-7,212.20	6,851.59
<a href="#">A 2250.150-1</a>	RR/SPEECH/CID SALARIES-BAS	231,111.00	40,223.63	271,334.63	155,762.98	101,147.25	14,424.40
<a href="#">A 2250.150-2</a>	RR/SPEECH/CID SALARIES-RWC	361,534.00	334,061.83	695,595.83	420,219.06	272,122.77	3,254.00
<a href="#">A 2250.150-3</a>	RR/SPEECH/CID SALARIES-WLB	502,488.00	80,216.91	582,704.91	339,285.90	243,419.01	0.00
<a href="#">A 2250.151-1</a>	INCLUSION TEACHERS SALARIES-BAS	664,758.00	-180,355.60	484,402.40	281,476.24	202,926.16	0.00
<a href="#">A 2250.151-2</a>	INCLUSION TEACHERS SALARIES-RWC	808,558.00	-549,082.28	259,475.72	142,405.16	97,158.84	19,911.72
<a href="#">A 2250.152</a>	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
<a href="#">A 2250.16</a>	CSE OFFICE SALARIES	130,237.00	5,107.00	135,344.00	100,750.76	25,502.24	9,091.00
<a href="#">A 2250.160-3</a>	CSE CLASSROOM AIDES-WLB	0.00	0.00	0.00	0.00	0.00	0.00
<a href="#">A 2250.161</a>	INCLUSION AIDES SALARIES	0.00	62,284.72	62,284.72	40,975.12	21,309.60	0.00
<a href="#">A 2250.161-1</a>	INCLUSION AIDES SALARIES-BAS	19,287.00	26,455.23	45,742.23	27,120.76	15,767.11	2,854.36
<a href="#">A 2250.161-2</a>	INCLUSION AIDES SALARIES-RWC	60,037.00	85,280.63	145,317.63	89,911.88	54,888.03	517.72
<a href="#">A 2250.161-3</a>	INCLUSION AIDES SALARIES-WLB	76,214.00	100,914.93	177,128.93	107,959.18	69,092.67	77.08
<a href="#">A 2250.2</a>	SPECIAL ED EQUIP GENERAL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2250.237</a>	CID EQUIPMENT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2250.4</a>	SPECIAL ED EXPENSES	335,000.00	35,294.26	370,294.26	161,679.32	185,670.41	22,944.53
<a href="#">A 2250.400-1</a>	Copy Machine Lease Service	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
<a href="#">A 2250.403-97</a>	PETTY CASH	100.00	0.00	100.00	0.00	100.00	0.00
<a href="#">A 2250.45</a>	SPECIAL ED SUPPLIES	5,000.00	2,107.60	7,107.60	4,636.80	2,312.50	158.30
<a href="#">A 2250.451</a>	OFFICE PAPER-CSE	500.00	0.00	500.00	0.00	0.00	500.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2250.453-41</a>	SPEECH SUPPLIES-BAS		300.00	0.00	300.00	199.73	0.00	100.27
<a href="#">A 2250.453-42</a>	SPEECH SUPPLIES-RWC		350.00	0.00	350.00	330.27	0.00	19.73
<a href="#">A 2250.453-43</a>	SPEECH SUPPLIES-WLB		350.00	0.00	350.00	60.85	0.00	289.15
<a href="#">A 2250.453-5</a>	SPECIAL ED-SPEECH K		500.00	0.00	500.00	416.89	0.00	83.11
<a href="#">A 2250.453-61</a>	RESOURCE ROOM-BAS		0.00	667.00	667.00	306.17	0.00	360.83
<a href="#">A 2250.453-62</a>	RESOURCE ROOM-RWC		1,000.00	-333.00	667.00	499.39	0.00	167.61
<a href="#">A 2250.453-63</a>	RESOURCE ROOM-WLB		1,000.00	-334.00	666.00	275.21	226.27	164.52
<a href="#">A 2250.453-72</a>	CID SUPPLIES-RWC		660.00	0.00	660.00	475.23	138.77	46.00
<a href="#">A 2250.453-73</a>	CID SUPPLIES-WLB		1,340.00	0.00	1,340.00	938.48	400.00	1.52
<a href="#">A 2250.477</a>	SPECIAL ED-TUITION		644,143.00	494,355.00	1,138,498.00	546,439.40	510,060.60	81,998.00
<a href="#">A 2250.483-7</a>	CID TEXTBOOKS		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 2250.490</a>	BOCES SERVICES		2,516,411.00	-160,259.00	2,356,152.00	1,385,238.08	970,913.92	0.00
<b>2250</b>	<b>HANDICAPPED PROGRAM</b>	*	<b>6,372,378.00</b>	<b>376,604.86</b>	<b>6,748,982.86</b>	<b>3,807,723.47</b>	<b>2,765,943.95</b>	<b>175,315.44</b>
<b>22</b>	<b>Federal Income Tax</b>	**	<b>6,372,378.00</b>	<b>376,604.86</b>	<b>6,748,982.86</b>	<b>3,807,723.47</b>	<b>2,765,943.95</b>	<b>175,315.44</b>
<a href="#">A 2330.45</a>	SUMMER SCHOOL SUPPLIES		1,000.00	0.00	1,000.00	0.00	175.00	825.00
<a href="#">A 2330.49</a>	BOCES SUMMER SCHOOL		75,000.00	-75,000.00	0.00	0.00	0.00	0.00
<b>2330</b>	<b>OTHER SPEC. SCHOOLS</b>	*	<b>76,000.00</b>	<b>-75,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>175.00</b>	<b>825.00</b>
<b>23</b>	<b>Income Executions</b>	**	<b>76,000.00</b>	<b>-75,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>175.00</b>	<b>825.00</b>
<a href="#">A 2610.150-1</a>	LIBRARY SALARIES-BAS		81,117.00	3,453.00	84,570.00	49,228.34	35,341.66	0.00
<a href="#">A 2610.150-2</a>	LIBRARY SALARIES-RWC		70,641.00	2,564.50	73,205.50	41,686.34	31,518.66	0.50
<a href="#">A 2610.150-3</a>	LIBRARY SALARIES-WLB		138,205.00	-2,762.00	135,443.00	78,841.60	56,601.40	0.00
<a href="#">A 2610.2</a>	EQUIPMENT-LIBRARY		1,000.00	28,953.69	29,953.69	29,953.69	0.00	0.00
<a href="#">A 2610.250-0</a>	AUDIO VISUAL EQUIPMENT		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<a href="#">A 2610.405</a>	AUDIO VISUAL EXPENSES		2,500.00	-399.73	2,100.27	546.48	267.36	1,286.43
<a href="#">A 2610.45</a>	LIBRARY SUPPLIES		1,800.00	53,739.39	55,539.39	55,225.83	0.00	313.56
<a href="#">A 2610.451</a>	LIBRARY BOOKS-BAS		6,800.00	0.00	6,800.00	5,213.61	130.16	1,456.23
<a href="#">A 2610.452</a>	LIBRARY BOOKS-RWC		7,985.00	0.00	7,985.00	5,886.95	0.00	2,098.05
<a href="#">A 2610.453</a>	LIBRARY BOOKS-WLB		6,715.00	-148.03	6,566.97	5,999.13	574.94	-7.10
<a href="#">A 2610.455</a>	AUDIO VISUAL SUPPLIES		1,500.00	956.76	2,456.76	2,456.76	0.00	0.00
<a href="#">A 2610.46</a>	LIBRARY COMPUTER SOFTWARE		3,000.00	-1,096.94	1,903.06	0.00	0.00	1,903.06
<a href="#">A 2610.49</a>	BOCES		25,000.00	0.00	25,000.00	18,519.86	6,480.14	0.00
<b>2610</b>	<b>LIBRARY</b>	*	<b>347,263.00</b>	<b>84,260.64</b>	<b>431,523.64</b>	<b>293,558.59</b>	<b>130,914.32</b>	<b>7,050.73</b>
<a href="#">A 2630.12</a>	COMPUTER SALARY		103,995.00	38,572.20	142,567.20	86,249.80	56,601.40	-284.00

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available	
<a href="#">A 2630.120-2</a>	COMPUTER SALARY-RWC	0.00	33,536.73	33,536.73	22,220.55	13,227.25	-1,911.07	
<a href="#">A 2630.2</a>	COMPUTER EQUIPMENT	45,000.00	-32,500.00	12,500.00	3,358.38	0.00	9,141.62	
<a href="#">A 2630.4</a>	COMPUTER EXPENSES	15,000.00	-1,850.55	13,149.45	11,414.00	1,721.86	13.59	
<a href="#">A 2630.45</a>	COMPUTER SUPPLIES	70,000.00	-27,417.71	42,582.29	38,773.31	2,635.53	1,173.45	
<a href="#">A 2630.46</a>	COMPUTER SOFTWARE	35,000.00	-7,593.66	27,406.34	20,066.97	0.00	7,339.37	
<a href="#">A 2630.49</a>	BOCES E-RATE SERVICES	205,000.00	91,244.82	296,244.82	234,591.04	61,653.78	0.00	
<b>2630</b>	<b>COMPUTER ASSISTED INSTRUCT.</b>	<b>*</b>	<b>473,995.00</b>	<b>93,991.83</b>	<b>567,986.83</b>	<b>416,674.05</b>	<b>135,839.82</b>	<b>15,472.96</b>
<b>26</b>	<b>Social Security Tax</b>	<b>**</b>	<b>821,258.00</b>	<b>178,252.47</b>	<b>999,510.47</b>	<b>710,232.64</b>	<b>266,754.14</b>	<b>22,523.69</b>
<a href="#">A 2805.4</a>	ATTENDANCE EXPENSES	18,000.00	0.00	18,000.00	0.00	18,000.00	0.00	
<b>2805</b>	<b>ATTENDANCE</b>	<b>*</b>	<b>18,000.00</b>	<b>0.00</b>	<b>18,000.00</b>	<b>0.00</b>	<b>18,000.00</b>	<b>0.00</b>
<a href="#">A 2815.16</a>	SCHOOL NURSES SALARIES	49,198.00	18,767.00	67,965.00	39,646.32	28,318.68	0.00	
<a href="#">A 2815.160-1</a>	SCHOOL NURSES SALARIES-BAS	65,787.00	-5,686.10	60,100.90	34,834.38	25,266.52	0.00	
<a href="#">A 2815.160-2</a>	SCHOOL NURSES SALARIES-RWC	81,480.00	-10,643.00	70,837.00	41,321.56	29,515.44	0.00	
<a href="#">A 2815.160-3</a>	SCHOOL NURSES SALARIES-WLB	63,769.00	-2,437.90	61,331.10	42,413.70	18,177.30	740.10	
<a href="#">A 2815.4</a>	HEALTH SERVICES EXPENSES	50,000.00	30,910.00	80,910.00	39,567.00	41,343.00	0.00	
<a href="#">A 2815.450-1</a>	HEALTH SERVICE SUPPLIES-BAS	2,900.00	-510.00	2,390.00	2,152.69	166.42	70.89	
<a href="#">A 2815.450-2</a>	HEALTH SERVICE SUPPLIES-RWC	2,900.00	-1,000.00	1,900.00	1,787.99	83.49	28.52	
<a href="#">A 2815.450-3</a>	HEALTH SERVICE SUPPLIES-WLB	2,900.00	-1,400.00	1,500.00	1,395.09	92.23	12.68	
<a href="#">A 2815.452-51</a>	DIAGNOSTIC SCREEN SUPPLIES-BAS	5,650.00	0.00	5,650.00	2,531.54	739.98	2,378.48	
<a href="#">A 2815.452-52</a>	DIAGNOSTIC SCREEN SUPPLIES-RWC	5,700.00	0.00	5,700.00	3,563.19	748.34	1,388.47	
<a href="#">A 2815.452-53</a>	DIAGNOSTIC SCREEN SUPPLIES-WLB	5,650.00	0.00	5,650.00	1,949.59	735.66	2,964.75	
<a href="#">A 2815.473</a>	SPEECH SERV-PAROC	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	
<a href="#">A 2815.49</a>	BOCES-HEALTH SERV	18,651.00	0.00	18,651.00	13,733.94	4,917.06	0.00	
<b>2815</b>	<b>HEALTH SERVICES</b>	<b>*</b>	<b>356,085.00</b>	<b>28,000.00</b>	<b>384,085.00</b>	<b>224,896.99</b>	<b>150,104.12</b>	<b>9,083.89</b>
<a href="#">A 2820.151-71</a>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-BAS	118,406.00	2,435.00	120,841.00	70,345.50	50,495.50	0.00	
<a href="#">A 2820.151-72</a>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-RWC	117,402.00	2,439.00	119,841.00	69,759.72	50,081.28	0.00	
<a href="#">A 2820.151-73</a>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-WLB	194,302.00	2,979.00	197,281.00	124,733.32	72,547.68	0.00	
<a href="#">A 2820.155-0</a>	EARLY ID TEACHERS SALARIES	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	
<a href="#">A 2820.400-1</a>	PSYCH EXPENSES-BAS	250.00	0.00	250.00	0.00	0.00	250.00	
<a href="#">A 2820.400-2</a>	PSYCH EXPENSES-RWC	300.00	0.00	300.00	0.00	0.00	300.00	
<a href="#">A 2820.400-3</a>	PSYCH EXPENSES-WLB	300.00	4,000.00	4,300.00	0.00	4,000.00	300.00	

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 2820.451-71</a>	PSYCH SUPPLIES-BAS		300.00	0.00	300.00	195.31	0.00	104.69
<a href="#">A 2820.451-72</a>	PSYCH SUPPLIES-RWC		350.00	0.00	350.00	82.80	0.00	267.20
<a href="#">A 2820.451-73</a>	PSYCH SUPPLIES-WLB		350.00	0.00	350.00	287.47	0.00	62.53
<a href="#">A 2820.455-0</a>	EARLY ID-SUPPLIES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<b>2820</b>	<b>PSYCHOLOGY SERVICES</b>	*	<b>434,960.00</b>	<b>11,853.00</b>	<b>446,813.00</b>	<b>265,404.12</b>	<b>177,124.46</b>	<b>4,284.42</b>
<a href="#">A 2825.150-1</a>	SOCIAL WORKER SALARIES-BAS		71,046.00	64,397.00	135,443.00	78,841.60	56,601.40	0.00
<a href="#">A 2825.150-2</a>	SOCIAL WORKER SALARIES-RWC		135,663.00	0.00	135,663.00	78,167.06	56,180.84	1,315.10
<a href="#">A 2825.150-3</a>	SOCIAL WORKER SALARIES-WLB		73,900.00	-72,397.00	1,503.00	0.00	0.00	1,503.00
<a href="#">A 2825.400-1</a>	SOCIAL WORKER EXPENSES-BAS		200.00	0.00	200.00	197.54	0.00	2.46
<a href="#">A 2825.45</a>	SOCIAL WORKER SUPPLIES		300.00	0.00	300.00	0.00	0.00	300.00
<a href="#">A 2825.450-2</a>	SOCIAL WORKER SUPPLIES-RWC		200.00	0.00	200.00	102.13	0.00	97.87
<b>2825</b>	<b>SOCIAL WORK SRVC-REG SCHOOL</b>	*	<b>281,309.00</b>	<b>-8,000.00</b>	<b>273,309.00</b>	<b>157,308.33</b>	<b>112,782.24</b>	<b>3,218.43</b>
<b>28</b>	<b>New York City Income Tax</b>	**	<b>1,090,354.00</b>	<b>31,853.00</b>	<b>1,122,207.00</b>	<b>647,609.44</b>	<b>458,010.82</b>	<b>16,586.74</b>
<b>2</b>		***	<b>20,404,751.00</b>	<b>97,392.18</b>	<b>20,502,143.18</b>	<b>12,326,011.69</b>	<b>7,459,774.51</b>	<b>716,356.98</b>
<a href="#">A 5540.4</a>	TRANSPORTATION EXPENSES		1,300,000.00	255,962.00	1,555,962.00	1,023,619.39	530,588.38	1,754.23
<a href="#">A 5540.405</a>	TRANSPORT/SCHOOL TRIP		12,000.00	0.00	12,000.00	0.00	3,355.00	8,645.00
<b>5540</b>	<b>CONTRACTED TRANSPORTATION</b>	*	<b>1,312,000.00</b>	<b>255,962.00</b>	<b>1,567,962.00</b>	<b>1,023,619.39</b>	<b>533,943.38</b>	<b>10,399.23</b>
<a href="#">A 5581.49</a>	BOCES/TRANSP. EXPENSE		260,000.00	0.00	260,000.00	164,164.90	95,835.10	0.00
<a href="#">A 5581.491</a>	SUMMER SPECIAL ED. TRANSPORTATION		12,000.00	-12,000.00	0.00	0.00	0.00	0.00
<b>5581</b>	<b>TRANS. BOCES</b>	*	<b>272,000.00</b>	<b>-12,000.00</b>	<b>260,000.00</b>	<b>164,164.90</b>	<b>95,835.10</b>	<b>0.00</b>
<b>55</b>		**	<b>1,584,000.00</b>	<b>243,962.00</b>	<b>1,827,962.00</b>	<b>1,187,784.29</b>	<b>629,778.48</b>	<b>10,399.23</b>
<b>5</b>		***	<b>1,584,000.00</b>	<b>243,962.00</b>	<b>1,827,962.00</b>	<b>1,187,784.29</b>	<b>629,778.48</b>	<b>10,399.23</b>
<a href="#">A 8070.4</a>	CENSUS EXPENSES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<a href="#">A 8070.45</a>	CENSUS SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
<b>8070</b>	<b>CENSUS</b>	*	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200.00</b>
<b>80</b>		**	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200.00</b>
<b>8</b>		***	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200.00</b>
<a href="#">A 9010.8</a>	EMPLOYEE RETIREMENT		435,882.00	-17,696.00	418,186.00	175,578.00	0.00	242,608.00
<b>9010</b>	<b>EMP. RETIREMENT SYSTEM</b>	*	<b>435,882.00</b>	<b>-17,696.00</b>	<b>418,186.00</b>	<b>175,578.00</b>	<b>0.00</b>	<b>242,608.00</b>
<a href="#">A 9020.8</a>	TEACHERS RETIREMENT		1,580,139.00	-24,000.00	1,556,139.00	0.00	0.00	1,556,139.00
<b>9020</b>	<b>TEACHERS RETIRE. SYSTEM</b>	*	<b>1,580,139.00</b>	<b>-24,000.00</b>	<b>1,556,139.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,556,139.00</b>
<a href="#">A 9030.8</a>	SOCIAL SECURITY		1,329,102.00	-40,000.00	1,289,102.00	805,870.64	479,995.26	3,236.10
<b>9030</b>	<b>FICA</b>	*	<b>1,329,102.00</b>	<b>-40,000.00</b>	<b>1,289,102.00</b>	<b>805,870.64</b>	<b>479,995.26</b>	<b>3,236.10</b>

# VALLEY STREAM UFSD # 24

## Appropriation Status Detail Report By Function From 7/1/2022 To 3/31/2023



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<a href="#">A 9040.8</a>	WORKERS COMP		104,439.00	0.00	104,439.00	104,439.00	0.00	0.00
<b>9040</b>	<b>WORKMEN'S COMPENSATION</b>	*	<b>104,439.00</b>	<b>0.00</b>	<b>104,439.00</b>	<b>104,439.00</b>	<b>0.00</b>	<b>0.00</b>
<a href="#">A 9050.8</a>	UNEMPLOYMENT INSURANCE		30,000.00	-10,000.00	20,000.00	591.74	4,408.26	15,000.00
<b>9050</b>	<b>UNEMPLOYMENT</b>	*	<b>30,000.00</b>	<b>-10,000.00</b>	<b>20,000.00</b>	<b>591.74</b>	<b>4,408.26</b>	<b>15,000.00</b>
<a href="#">A 9060.8</a>	HOSP & MED INSUR		4,056,700.00	-425,839.44	3,630,860.56	2,458,830.49	1,167,928.92	4,101.15
<a href="#">A 9060.85</a>	DENTAL INSURANCE		197,200.00	-67,500.00	129,700.00	96,932.07	21,819.56	10,948.37
<b>9060</b>	<b>HEALTH INSURANCE</b>	*	<b>4,253,900.00</b>	<b>-493,339.44</b>	<b>3,760,560.56</b>	<b>2,555,762.56</b>	<b>1,189,748.48</b>	<b>15,049.52</b>
<a href="#">A 9089.15</a>	ACCUM LEAVE		0.00	28,632.36	28,632.36	28,632.36	0.00	0.00
<b>9089</b>	<b>OTHER</b>	*	<b>0.00</b>	<b>28,632.36</b>	<b>28,632.36</b>	<b>28,632.36</b>	<b>0.00</b>	<b>0.00</b>
<b>90</b>		**	<b>7,733,462.00</b>	<b>-556,403.08</b>	<b>7,177,058.92</b>	<b>3,670,874.30</b>	<b>1,674,152.00</b>	<b>1,832,032.62</b>
<a href="#">A 9710.6</a>	PRINCIPAL ON INDEBTED		310,641.00	0.00	310,641.00	234,061.65	76,578.78	0.57
<a href="#">A 9710.7</a>	INTEREST ON INDEBTEDN		84,836.00	0.00	84,836.00	46,471.68	38,364.17	0.15
<b>9710</b>	<b>DEBT SERVICE-SERIAL BONDS</b>	*	<b>395,477.00</b>	<b>0.00</b>	<b>395,477.00</b>	<b>280,533.33</b>	<b>114,942.95</b>	<b>0.72</b>
<b>97</b>	<b>Endowment, Scholarship and Gift Fund</b>	**	<b>395,477.00</b>	<b>0.00</b>	<b>395,477.00</b>	<b>280,533.33</b>	<b>114,942.95</b>	<b>0.72</b>
<a href="#">A 9901.93</a>	TRANSFER TO SCHOOL FOOD		10,000.00	-10,000.00	0.00	0.00	0.00	0.00
<a href="#">A 9901.95</a>	TRANSFER TO SPECIAL AID		40,000.00	-22,000.00	18,000.00	0.00	0.00	18,000.00
<b>9901</b>	<b>TRANSFER TO SPECIAL AID</b>	*	<b>50,000.00</b>	<b>-32,000.00</b>	<b>18,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,000.00</b>
<a href="#">A 9950.9</a>	INTERFUND TRANSFER		400,000.00	0.00	400,000.00	400,000.00	0.00	0.00
<b>9950</b>	<b>TRANSFER TO CAPITAL</b>	*	<b>400,000.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>
<b>99</b>		**	<b>450,000.00</b>	<b>-32,000.00</b>	<b>418,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>18,000.00</b>
<b>9</b>		***	<b>8,578,939.00</b>	<b>-588,403.08</b>	<b>7,990,535.92</b>	<b>4,351,407.63</b>	<b>1,789,094.95</b>	<b>1,850,033.34</b>
<b>Fund ATotals:</b>			<b>33,977,966.00</b>	<b>93,193.16</b>	<b>34,071,159.16</b>	<b>20,422,028.75</b>	<b>10,805,525.28</b>	<b>2,843,605.13</b>
<b>Grand Totals:</b>			<b>33,977,966.00</b>	<b>93,193.16</b>	<b>34,071,159.16</b>	<b>20,422,028.75</b>	<b>10,805,525.28</b>	<b>2,843,605.13</b>



# VALLEY STREAM UFSD # 24

## Revenue Status Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<a href="#">A 1001</a>	REAL PROPERTY TAXES	22,325,782.00	0.00	22,325,782.00	22,339,947.61	-14,165.61
<a href="#">A 1052</a>	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	449,797.99	-449,797.99
<a href="#">A 1090</a>	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	5,340.77	-5,340.77
<a href="#">A 2401</a>	INTEREST AND EARNINGS	15,000.00	0.00	15,000.00	161,467.17	-146,467.17
<a href="#">A 2412</a>	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	1,750.00	-1,750.00
<a href="#">A 2670</a>	SALE OF PROPERTY	0.00	0.00	0.00	4,660.00	-4,660.00
<a href="#">A 2680</a>	INSURANCE RECOVERIES	0.00	0.00	0.00	28,329.21	-28,329.21
<a href="#">A 2701</a>	REFUNDS OF PRIOR YR EXP- BOCES ONLY	0.00	0.00	0.00	198,486.72	-198,486.72
<a href="#">A 2705</a>	GIFTS AND DONATIONS	0.00	0.00	0.00	1,000.00	-1,000.00
<a href="#">A 2770</a>	OTHER UNCLASSIFIED REV	900,373.00	0.00	900,373.00	-564.52	900,937.52
<a href="#">A 3089</a>	STATE AID OTHER	0.00	0.00	0.00	57,507.00	-57,507.00
<a href="#">A 3101</a>	STATE AID-BASIC FORMULA	10,536,811.00	0.00	10,536,811.00	4,555,034.91	5,981,776.09
<a href="#">A 3101.E</a>	EXCESS COST AID	0.00	0.00	0.00	1,143,496.00	-1,143,496.00
<a href="#">A 3102</a>	STATE AID-LOTTERY	0.00	0.00	0.00	1,736,584.57	-1,736,584.57
<a href="#">A 3103</a>	STATE AID-BOCES	0.00	0.00	0.00	131,975.50	-131,975.50
<a href="#">A 3260</a>	STATE AID-TEXTBOOKS	0.00	0.00	0.00	65,939.00	-65,939.00
<a href="#">A 3262</a>	STATE AID-COMPUTER SOFTWARE	0.00	0.00	0.00	18,351.00	-18,351.00
<a href="#">A 3263</a>	LIBRARY AV LOAN PROGRAM	0.00	0.00	0.00	17,999.00	-17,999.00
<a href="#">A 3289</a>	OTHER STATE AID	0.00	0.00	0.00	4,000.00	-4,000.00
<a href="#">A 4286</a>	CARES ACT EDUCATION STABILIZATION FUND - FEDERAL AID	0.00	0.00	0.00	42,234.00	-42,234.00
<a href="#">A 4601</a>	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	28,514.30	-28,514.30
<b>A Totals:</b>		<b>33,777,966.00</b>	<b>0.00</b>	<b>33,777,966.00</b>	<b>30,991,850.23</b>	<b>2,786,115.77</b>
<a href="#">C 1440</a>	SALE OF LUNCHES	0.00	0.00	0.00	45,518.55	-45,518.55
<a href="#">C 2401</a>	INTEREST & EARNINGS	0.00	0.00	0.00	655.18	-655.18
<a href="#">C 2770</a>	MISCELLANEOUS REVENUES	0.00	0.00	0.00	2,421.00	-2,421.00
<a href="#">C 3190</a>	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	1,837.00	-1,837.00
<a href="#">C 3191</a>	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	359.00	-359.00
<a href="#">C 4190</a>	FEDERAL AID - LUNCH	0.00	0.00	0.00	107,144.00	-107,144.00
<a href="#">C 4191</a>	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	13,082.00	-13,082.00
<b>C Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>171,016.73</b>	<b>-171,016.73</b>
<a href="#">CM 2401</a>	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	4.82	-4.82

# VALLEY STREAM UFSD # 24

## Revenue Status Report By Function From 7/1/2022 To 3/31/2023



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<b>CM Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4.82</b>	<b>-4.82</b>
<a href="#">F 2401</a>	INTEREST & EARNINGS	0.00	0.00	0.00	610.55	-610.55
<a href="#">F 3289</a>	OTHER STATE AID	0.00	35,524.50	35,524.50	163,734.52	-128,210.02
<a href="#">F 3289.01.22.5870</a>	UPK GRANT - 2021-22 - 5870-22-9294	0.00	0.00	0.00	69,256.00	-69,256.00
<a href="#">F 3289.01.23.5870</a>	UPK GRANT - 2022-23 - 5870-23-9294	300,720.00	0.00	300,720.00	60,144.00	240,576.00
<a href="#">F 4289.00.21.5896</a>	CRRSA-GEER 2 - 03/13/20-09/30/23 - 5896-21-1565	0.00	0.00	0.00	25,891.00	-25,891.00
<a href="#">F 4289.02.23.0032</a>	SEC 611 - 0032-23-0433 - 2022-2023	332,562.00	0.00	332,562.00	70,531.00	262,031.00
<a href="#">F 4289.03.23.0033</a>	SEC 619 - 0033-23-0433 - 2022-2023	15,913.00	0.00	15,913.00	3,182.00	12,731.00
<a href="#">F 4289.07.23.0021</a>	TITLE IA - 2022-23 - 0021-23-1565	139,647.00	0.00	139,647.00	27,929.00	111,718.00
<a href="#">F 4289.08.23.0147</a>	TITLE IIA - 2022-23 - 0147-23-1565	23,287.00	0.00	23,287.00	4,657.00	18,630.00
<a href="#">F 4289.09.22.0293</a>	TITLE IIIA ELL - 2021-22 - 0293-22-1565	0.00	0.00	0.00	5,520.00	-5,520.00
<a href="#">F 4289.09.23.0293</a>	TITLE IIIA ELL - 2022-23 - 0293-23-1565	13,015.00	0.00	13,015.00	2,603.00	10,412.00
<a href="#">F 4289.10.22.0149</a>	TITLE III-IMM 0149-22-1565 2021-2022 - EXCESS	0.00	0.00	0.00	31,498.00	-31,498.00
<a href="#">F 4289.13.22.0204</a>	TITLE IV A - 2021-22 - 0204-22-1565	0.00	0.00	0.00	3,513.00	-3,513.00
<a href="#">F 4289.13.23.0204</a>	TITLE IV A - 2022-23 - 0204-23-1565	12,136.00	0.00	12,136.00	2,427.00	9,709.00
<a href="#">F 4289.14.22.0011</a>	TITLE I - 2021-22 - 0011-22-3144	0.00	0.00	0.00	31,873.00	-31,873.00
<a href="#">F 4289.14.23.0011</a>	TITLE I SCHOOL IMPROVEMENT (TSI) - 2022-23 - 0011-23-3144	0.00	0.00	0.00	25,000.00	-25,000.00
<a href="#">F 4289.32.22.5532</a>	ARP SEC 611 - 5532-22-0433 - 2021-2023	77,912.00	0.00	77,912.00	15,582.00	62,330.00
<a href="#">F 4289.33.22.5533</a>	ARP SEC 619 - 5533-22-0433 - 2021-2023	8,675.00	0.00	8,675.00	1,735.00	6,940.00
<a href="#">F 4289.80.21.5880</a>	ARP-ESSER - 2020-24 - 5880-21-1565	0.00	0.00	0.00	320,203.01	-320,203.01
<a href="#">F 4289.82.21.5882</a>	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
<b>F Totals:</b>		<b>1,023,869.00</b>	<b>35,524.50</b>	<b>1,059,393.50</b>	<b>865,889.08</b>	<b>193,504.42</b>
<a href="#">H 2401</a>	INTEREST & EARNINGS	0.00	0.00	0.00	127.19	-127.19
<a href="#">H 3297</a>	STATE SOURCES OTHER-SSBA	57,513.76	0.00	57,513.76	0.00	57,513.76
<a href="#">H 3297.DAS.NY</a>	STATE AIDE OTHER: DASNY GRANTS	0.00	125,000.00	125,000.00	0.00	125,000.00
<a href="#">H 5031</a>	INTERFUND TRANSFER	400,000.00	0.00	400,000.00	400,000.00	0.00
<b>H Totals:</b>		<b>457,513.76</b>	<b>125,000.00</b>	<b>582,513.76</b>	<b>400,127.19</b>	<b>182,386.57</b>



# VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2022 - 3/31/2023



Account	Description	Debits	Credits
A 200G	NY CLASS	105,051.90	0.00
A 200H	METROPOLITAN COMMERCIAL BANK	4,135,868.39	0.00
A 203	CASH CHECKING-CHASE	4,822,993.25	0.00
A 204	CASH CHECKING-CHASE - TA	49,397.18	0.00
A 204A	CASH STUDENT DEPOSIT	972.31	0.00
A 204B	CASH - NET PAYROLL	2,076.62	0.00
A 250	TAXES RECEIVABLE	21,276,804.00	0.00
A 380	ACCOUNTS RECEIVABLE	10,769.30	0.00
A 391C	DUE FROM CAFETERIA FUND	10,000.00	0.00
A 391F	DUE FROM FEDERAL FUND	874,953.50	0.00
A 391H	DUE FROM CAPITAL FUND	110,000.00	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	10,805,525.28	0.00
A 522	APPROPRIATION EXPENSES	20,422,028.75	0.00
A 599	APPROPRIATED FUND BAL	293,193.16	0.00
A 600	ACCOUNTS PAYABLE	0.00	5,660.00
A 630	DUE TO OTHER FUNDS	0.00	642.93
A 630C	DUE TO CAFETERIA FUND	0.00	117,899.06
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	10,951,232.24
A 632	DUE TO TEACHERS RETIREMT	0.00	95,268.44
A 691	DEFERRED REVENUE	0.00	14,175.36
A 718	STATE RETIREMENT	0.00	16.95
A 718.3	STATE RETIREMENT - ERS ARREARS	0.00	100.71
A 720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	4,236.68
A 726	SOCIAL SECURITY TAXES	543.14	0.00
A 738	STUDENT DEPOSITS	0.00	941.44
A 815	RESERVE FOR UNEMPLOYMENT	0.00	23,307.13
A 821	RESERVE FOR ENCUMBRANCES	0.00	10,805,525.28
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	34,071,159.16
A 980	REVENUES	0.00	30,991,850.23
<b>A Fund Totals:</b>		<b>96,700,881.67</b>	<b>96,700,881.67</b>
C 203	CASH CHECKING-CHASE	11,852.01	0.00
C 391	DUE FROM GENERAL FUND	117,899.06	0.00
C 521	ENCUMBRANCES	183,528.21	0.00
C 522	EXPENDITURES	197,438.19	0.00

# VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2022 - 3/31/2023



Account	Description	Debits	Credits
C 599	APPROPRIATED FUND BALANCE	395,145.00	0.00
C 630	DUE TO OTHER FUNDS	0.00	10,000.00
C 691	DEFERRED REVENUE	0.00	12,256.81
C 821	RESERVE FOR ENCUMBRANCES	0.00	183,528.21
C 909	FUND BALANCE, UNRESERVED	0.00	133,915.72
C 960	APPROPRIATIONS	0.00	395,145.00
C 980	REVENUES	0.00	171,016.73
<b>C Fund Totals:</b>		<b>905,862.47</b>	<b>905,862.47</b>
CM 200.1	CASH - SCHOLARSHIP CHECKING	520.93	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	4.82
<b>CM Fund Totals:</b>		<b>1,163.86</b>	<b>1,163.86</b>
F 203	CASH CHECKING-CHASE	57,277.25	0.00
F 391	DUE FROM GENERAL FUND	35,524.50	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	227,697.87	0.00
F 510	ESTIMATED REVENUE	1,059,393.50	0.00
F 521	ENCUMBRANCES	570,661.71	0.00
F 522	EXPENDITURES	1,481,362.46	0.00
F 599	APPROPRIATED FUND BALANCE	2,319,339.94	0.00
F 630	DUE TO GENERAL FUND	0.00	874,954.50
F 691	COLLECTIONS IN ADVANCE	0.00	61,018.50
F 821	RESERVE FOR ENCUMBRANCES	0.00	570,661.71
F 960	APPROPRIATIONS	0.00	3,378,733.44
F 980	REVENUES	0.00	865,889.08
<b>F Fund Totals:</b>		<b>5,751,257.23</b>	<b>5,751,257.23</b>
H 203	CASH CHECKING-CHASE	1,764.53	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	377,214.93	0.00
H 522	EXPENDITURES	788,967.94	0.00
H 599	APPROPRIATED FUND BALANCE	1,071,947.31	0.00
H 630	DUE TO GENERAL FUND	0.00	110,000.00
H 691	BOND PREMIUM	0.00	62,412.18
H 821	RESERVE FOR ENCUMBRANCES	0.00	377,214.93
H 909	FUND BALANCE, UNRESERVED	0.00	458,946.59
H 960	APPROPRIATIONS	0.00	1,654,461.07
H 980	REVENUES	0.00	400,127.19
<b>H Fund Totals:</b>		<b>3,063,161.96</b>	<b>3,063,161.96</b>
<b>Grand Totals:</b>		<b>106,422,327.19</b>	<b>106,422,327.19</b>