

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

WORK SESSION
June 4, 2025

WILLIAM L. BUCK SCHOOL
6:45 PM

Members Present: President Hernandez, Vice President Herrera, Trustee Clark, Trustee Maier, Trustee Nunez, Trustee Wheeler and Trustee Wilson

Others Present: Superintendent Karakas

Absent With Prior Notice: N/A

I. Call to Order

Having a quorum, the Work Session was called to order at 6:50 pm by President Hernandez at the William L. Buck School. Motion to enter Executive Session at 6:50 pm was made by Trustee Maier and seconded by Trustee Nunez to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 7:56 pm by Trustee Wilson and seconded by Trustee Nunez. Motion unanimously carried.

II. Informational Items: Innovation Report

Motion to re-enter Executive Session at 9:12 pm by Trustee Maier and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 9:23 pm by Trustee Maier and seconded by Trustee Wheeler. Motion unanimously carried.

III. Action Items:

Trustee Maier 1st, to move 1-2, as listed Trustee Wheeler 2nd 7-0 motion unanimously carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education of the Valley Stream Union Free School District Twenty-Four hereby approves the Memorandum of Agreement between the Board of Education and the Valley Stream Association of Educational Office Personnel concerning a confidential designation and authorizes the Superintendent to execute same.
2. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves an Agreement with Karolyn Currie as Human Resources Secretary effective June 5, 2025 through June 30, 2026, and authorizes the President of the Board of Education to execute said Agreement.

Trustee Wilson motion to add Item #3 to the Agenda. Trustee Wilson to move #3, Trustee Maier 2nd 7-0 motion unanimously carried.

3. **BE IT RESOLVED**, the Board of Education hereby temporarily suspends the insurance requirements of District Policy 1108 and hereby approves a request of the PTA for facilities use by vendor, Pelican's Snoballs, to operate a food truck on District grounds during the PTA barbecue on June 5, 2025.

Trustee Wheeler motion to add Item #4 to the Agenda. Trustee Wheeler to move #4, Trustee Wilson 2nd 7-0 motion unanimously carried.

4. **WHEREAS**, District Policy 3710 entitled Meals and Refreshments provides for reimbursement for refreshments during a meeting or event in which urgent circumstances arise such that a request for payment of such meals was not made in advance, it is hereby

RESOLVED, that upon the presentation of an itemized receipt of those who attended and the amounts expended, the Board of Education hereby authorizes reimbursement to Melissa Herrera for refreshments in the amount of \$246.00.

Motion to re-enter Executive Session at 9:24 pm by Trustee Maier and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion unanimously carried.

IV. Motion to Adjourn

Motion to exit Executive Session at 11:39 pm by Trustee Maier and seconded by Trustee Clark. Motion unanimously carried.

Motion to re-enter Executive Session at 11:40 pm by Trustee Wheeler and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 1:18 am by Trustee Maier and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Work Session at 1:18 am by Trustee Maier and seconded by Trustee Wheeler. Motion unanimously carried.

Respectfully Submitted,

Jennie L. Padilla
Jennie L. Padilla
District Clerk

MINUTES

BOARD OF EDUCATION VALLEY STREAM SCHOOL DISTRICT 24

BUSINESS MEETING
June 11, 2025

WILLIAM L. BUCK SCHOOL
7:30 PM

Members Present: Vice-President Herrera, Trustee Clark, Trustee Maier, and Trustee Wilson

Others Present: Superintendent Karakas, Dr. Lisa Conte, Dr. Jack Mitchell, and School District Attorney

Absent With Prior Notice: President Hernandez, Trustee Nunez, and Trustee Wheeler

I. DETERMINATION OF QUORUM & CALL TO ORDER –

Having a quorum, the Business Meeting was called to order at 6:47 pm by Vice-President Herrera at the William L. Buck School. Motion to enter Executive Session at 6:48 pm was made by Trustee Maier and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion carried.

Motion to exit Executive Session at 7:27 pm by Trustee Maier and seconded by Trustee Wilson. Motion carried.

The Business Meeting was reconvened at 7:32 pm, at the William L. Buck School by Vice-President Herrera.

II. SALUTE TO THE FLAG

- III. **APPROVAL OF MINUTES:** May 7, 2025, May 14, 2025 and May 20, 2025. Motion to approve the Minutes made by Trustee Wilson and seconded by Trustee Maier. Motion carried.
- IV. **WELCOME TO VISITORS:** At this time the Board of Education welcomes questions or comments relative to the items on tonight's agenda.
- V. **CORRESPONDENCE REPORT–MS. JENNIE PADILLA, DISTRICT CLERK**

Good evening. I have nothing to report at this time. Thank you.

VI. **SUPERINTENDENT REPORT – DR. UNAL KARAKAS**

Hello Valley Stream 24 community. I cannot believe we are in the final month of school. This is my update on the month of June.

Our district continues to be focused on innovation, and this is in alignment with Vision 2030.

I am very excited to showcase Episode 2 of In the Hallway with Dr. K, in which I spoke with grade 6 students. Here is the video!

As you know, thanks to Assemblywoman Solages and our Legislation Committee, we received a \$500,000 grant that allowed us to install two water bottle filtration systems at each of our schools.

Robert Carbonaro School's new sensory playground is very close to completion. We're hoping to host a ribbon-cutting ceremony in the next few weeks. We will share pictures with the community after that.

These are upcoming important dates and events.

June 13- Half-Day (11:30 am)
June 16- BAS Sixth Grade Graduation (7:00 pm)
June 17- RWC Sixth Grade Graduation (7:00 pm)
June 18- WLB Sixth Grade Graduation (7:00 pm)
June 19- Juneteenth (No School)
June 27- Last Day of School (Dismissal at 9:30 am)

There are a lot of other fun and exciting events in each of our schools as well.

Now is the time you have all been waiting for. Tonight we will be honoring board members who received recognition from NYSSBA, as well as retirees and staff being recommended for tenure.

Congratulations to everyone! We are so thankful to all our retirees and very excited for the continued partnership and great work of our staff who are recommended for tenure tonight. That concludes the Superintendent's Report.

PRESENTATIONS:

Board Recognition - First, we start with NYSSBA Board recognition for outstanding service and commitment to professional learning.

Recognition of Tenure - Now, we will honor staff being recommended for tenure. This is a huge milestone, showcasing top talent in our districts' newest staff.

Recognition of Retirees - Lastly, we are going to honor our retirees who have dedicated so many years of service to our district.

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 Hernandez, Vice President Herrera, and Trustee Maier.

Residency Hotlines:

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

Trustee Maier:

The Valley Stream High School District honored retirees last and are getting ready to welcome the 6th grade students with the Bridge Program. That is all I have to report tonight.

B. LEGISLATION REPORT - TRUSTEE NUÑEZ

No report.

VIII. LIST OF ITEMS FOR ACTION:

A. PERSONNEL – VICE PRESIDENT HERRERA

Trustee Wilson 1st, to move A1, as listed Trustee Maier 2nd 4-0 motion carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby grants tenure to Lisa Bernstein as a Reading Academic Intervention Services (AIS) Teacher, effective September 1, 2025.

Trustee Wilson 1st, to move A2, as listed Trustee Maier 2nd 4-0 motion carried.

2. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby grants tenure to Cheryl Calamiong as a Library Media Specialist, effective September 1, 2025.

Trustee Wilson 1st, to move A3, as listed Trustee Clark 2nd 4-0 motion carried.

3. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby grants tenure to Samantha Ponzon-Byrams as a Technology Teacher, effective September 1, 2025.

Trustee Wilson 1st, to move A4, as listed Trustee Clark 2nd 4-0 motion carried.

4. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby grants tenure to Naomi Rashad as an elementary classroom teacher, effective September 25, 2025.

Trustee Wilson 1st, to move A5, as listed Trustee Clark 2nd 4-0 motion carried.

5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby grants tenure to Kristen Seiger as a Reading Academic Intervention Services (AIS) Teacher, effective September 1, 2025.

Trustee Wilson 1st, to move A6, as listed Trustee Maier 2nd 4-0 motion carried.

6. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the assignment of Joseph Schumpf to serve as an Academic Intervention Services (AIS) Teacher, effective August 29, 2025, while retaining and continuing to accrue tenure and seniority in the elementary classroom teacher tenure area, in accordance with the provisions of the current collective bargaining agreement between the Valley Stream Teachers' Association and the Board of Education.

Trustee Wilson 1st, to move A7-A15, as listed Trustee Maier 2nd 4-0 motion carried.

7. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the permanent appointment of Melissa Lauradin, as a Permanent Full Time Account Clerk, subject to the rules of the Nassau County Civil Service Commission regarding permanent appointments. This permanent appointment will be effective June 12, 2025, in accordance with Nassau County Civil Service List 40372024, established April 24, 2024.

8. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the permanent appointment of Karolyn Currie, as a Permanent Full Time Account Clerk, subject to the rules of the Nassau County Civil Service Commission regarding permanent appointments. This permanent appointment will be effective June 12, 2025, in accordance with Nassau County Civil Service List 40372024 established April 24, 2024.

9. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Employment Agreement between the District and Megan Breen, Occupational Therapist, for the 2025-2026 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same subject to review by counsel.

9. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Ashleigh Jones, Classroom Teacher, effective July 11, 2025.

10. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Stephanie Cantelmo, Classroom Teacher, effective June 30, 2025.

11. **BE IT RESOLVED**, upon the recommendation of the Superintendent of School, the Board of Education approves the following, pending civil service and fingerprint clearance, to be assigned as custodial summer helpers for the 2025-2026 school year, at the appropriate rate/scale of pay according to salary set by Board of Education:

<u>Name</u>	<u>Effective Date</u>
Joseph Casey	June 23, 2025
Michael Hernandez	June 23, 2025
Aaron Daniels	June 30, 2025
Nassir Emmanuel	June 30, 2025
Alemawi Assefa	June 30, 2025
Brady Delvalle	June 30, 2025
John Healy	June 30, 2025
Zachary Khandakar	June 30, 2025
Aaron Leal	June 30, 2025
Amani Ocasio	June 30, 2025
Alexander Rodriguez	June 30, 2025
Vincenzo Rubino	June 30, 2025
John Mignott	June 30, 2025

12. **BE IT RESOLVED**, upon the recommendation of the Superintendent of School, the Board of Education approves the following to work as a Teacher Aide/Door Monitor Summer Program (security desk) at the appropriate rate of pay, as per the agreement between the Valley Stream School District 24 and the United Public Service Employees Union (UPSEU):

- Corliss Danas
- Margaret Sommella

13. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education of the Valley Stream Union Free School District Twenty- Four hereby approves the Memorandum of Agreement between the Board of Education and the Valley Stream Association of Educational Office Personnel regarding a stipend for performing additional services to the Superintendent of Schools effective May 15, 2025 and authorizes the Superintendent to execute same.

14. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following additions to the per diem substitute list for the 2024-2025 School Year:

SUBSTITUTE TEACHERS

Steven Cohen

15. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education approves to appoint Grace Riordan, holding a Certificate in Childhood Education (Grades 1-6), as Leave Replacement for Ariana Arnone, to be effective June 2, 2025. The duration of this appointment will extend until the return of Ariana Arnone, but no later than June 27, 2025. Compensation will be at Step 1 MA, consistent with the provisions outlined in the Valley Stream Teachers Association (VSTA) Contract.

B. EDUCATION – TRUSTEE MAIER

Trustee Maier 1st, to move B1-B2, as listed Trustee Wilson 2nd 4-0 motion 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 5/21, 5/14, 3/26, 5/19, 5/19, 4/23 for the 2024/2025 School Year, 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 3/27, 5/6, 5/6, 5/5, 4/7, 5/12, 5/22, 4/7, 5/14, 5/20, 4/3, 4/24, 4/24, 5/1, 5/5, 4/30, 4/30, 3/13, 3/20, 4/28, 3/24, 3/10, 4/28, 5/1, 4/4, 3/25, 5/13, 5/13, 5/16, 4/28, 5/7, 5/20, 5/14, 5/13, 5/13, 5/12, 5/14, 5/20, 4/30, 5/21 for the 2024/2025 School Year, 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 – TRUSTEE WILSON

Trustee Wilson 1st, to move C1, as listed Trustee Maier 2nd 4-0 motion carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board hereby accepts the Treasurer's Report, Collateral Report, Claims Auditor's Report, Appropriation Status Report, Revenue Status Report, Trial Balance for April 2025 and the Claims Auditor's Report for May 2025.

D. POLICY - TRUSTEE WHEELER

Trustee Clark 1st, to move D1-D2, as listed Trustee Maier 2nd 4-0 motion carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education reviews and accepts the following policies for second reading and adoption:

Policy 6170 - Artificial Intelligence
Policy 6300 - Extreme Heat

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

Policy 1108 - Use of School Facilities
Policy 3290 - Investments

Policy 3301 - Purchasing
Policy 5131 - Code of Conduct
Policy 5140 - Student Health Services
Policy 5150 - School Safety Plans & Teams
Policy 5200 - Child Abuse outside the Educational Setting
Policy 5210 - Child Abuse in an Educational Setting
Policy 5405 - Allocation of Space for Special Education
Policy 5410 - Confidentiality and Access to IEP & IESP
Policy 5415 - Availability of Alternative Format for Students with Disabilities
Policy 5420 - District Wide & State Wide Students with Disabilities
Policy 5425 - Impartial Hearing Officers
Policy 5440 - School Wide Pre-referral approaches

IX. UNFINISHED BUSINESS, IF ANY:

X. NEW BUSINESS:

Trustee Maier 1st, to move X1-X15, as listed Trustee Wilson 2nd 4-0 motion carried.

1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Manhasset UFSD for student health and welfare services for the 2024-2025 school year and further authorizes the Board President and Superintendent of Schools to execute the necessary documents to effectuate said Agreement.

2. **WHEREAS**, under the Town of Hempstead and Reworld have offered a \$500 Barnes and Noble Gift Certificate to recognize a 1st place winner from the Robert W. Carbonaro School in the 2025 Town of Hempstead Recycling Poster Contest, now therefore

BE IT RESOLVED, the Board of Education hereby determines the donation will contribute to the achievement of the District's goals consistent with District policy 1313, and it is further

RESOLVED, that the Board of Education accepts the donation in the amount of \$500.00 to be used for the Robert W. Carbonaro School and approves an increase in the 2024/2025 Budget in such amount.

3. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Agreements between the District and Successful Practices Network for consultant services for the 2025-2026 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

4. **WHEREAS**, the Valley Stream Union Free School District Twenty-Four received a bid in response to bid specifications for Contract E1 - AC Install & Electrical Upgrades at Brooklyn Avenue Elementary School (SED No. 28-02-24-02-0-002-030) and for Contract E2 - AC Install & Electrical Upgrades at Robert W. Carbonaro Elementary School (SED No. 28-02-24-02-0-004-031); and

WHEREAS, the School District's Administration and H2M Architects reviewed the bid submitted in response to the Invitation to Bid; and

WHEREAS, based upon such review, the Superintendent recommends that, the Board of Education reject the bid and re-advertise for new bids; and

WHEREAS, the Board of Education has the discretion to reject all of the aforementioned bid(s) received; and

NOW THEREFORE BE IT RESOLVED, that the Board of Education rejects the bid submitted and received for the AC Install & Electrical Upgrade project and that the Board of Education directs District Administration to revise the bid specifications as is deemed necessary and to rebid and readvertise.

5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby awards the Transportation Contracts beginning on July 1, 2025, through August 15, 2025, as set forth in the Schedule below:

BUS COMPANY	SCHOOL	# OF STUDENTS	SUMMER COST/PER PUPIL PER DAY	MATRON COST/DAY	TOTAL SUMMER COST
FIRST STUDENT	Hagedorn Little Village	0	\$273.21 + CPI	\$193.20 + CPI	\$1.00
	Variety Children's Learning Center	2	\$208.05 x 2 + CPI x 30 days	\$193.19 + CPI x 30 days	
	Cherry Lane School	0	\$156.20 + CPI	188.19 + CPI	\$1.00
	Clearstream Avenue School	0	\$234.3 + CPI	\$188.19 + CPI	\$1.00
	Martin Avenue School	0	\$150.55 + CPI	\$188.19 + CPI	\$1.00
	John H. West School	0	\$150.55 + CPI	\$188.19 + CPI	\$1.00
	Carle Place Middle School	1	\$175.00 + CPI x 28 days	\$200.00 + CPI x 28 days	
	Martin de Porres School	1	\$188.00 + CPI x 30 days	\$200.00 + CPI x 30 days	
INDEPENDENT	Waverly Park	0	\$207.80 + CPI	\$114.29 + CPI	\$1.00
	William L. Buck School	3	\$220.04 intital + \$220.04 add'l x 3 + CPI x 30 days	\$142.89 + CPI	
	Old Mill Elementary	0	\$177.00 + CPI	\$133.00 + CPI	\$1.00
	Shaw Avenue School	0	\$177.00 + CPI	\$133.00 + CPI	\$1.00
SUBURBAN BUS COMPANY	Children's Learning Center UCPA	1	\$259.48 + CPI x 30 days	\$182.90 + CPI x 30 days	
	Harold D. Fayette	4	\$380.00 intial + \$10.00 add'l x 3 + CPI x 28 days	\$169.00 x 28 days	

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FIRST STUDENT	Hagedorn Little Village	0	\$273.21 + CPI	\$193.20 + CPI	\$1.00
	Variety Children's Learning Center	2	\$208.05 x 2 + CPI x 30 days	\$193.19 + CPI x 30 days	
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	Clearstream Avenue School	0	\$234.3 + CPI	\$188.19 + CPI	\$1.00
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	Carle Place Middle School	1	\$175.00 + CPI x 28 days	\$200.00 + CPI x 28 days	
	Martin de Porres School	1	\$188.00 + CPI x 30 days	\$200.00 + CPI x 30 days	
INDEPENDENT	Waverly Park	0	\$207.80 + CPI	\$114.29 + CPI	\$1.00
	William L. Buck School	3	\$220.04 intital + \$220.04 add'l x 3 + CPI x 30 days	\$142.89 + CPI	
	Old Mill Elementary	0	\$177.00 + CPI	\$133.00 + CPI	\$1.00
	Shaw Avenue School	0	\$177.00 + CPI	\$133.00 + CPI	\$1.00
SUBURBAN BUS COMPANY	Children's Learning Center UCPA	1	\$259.48 + CPI x 30 days	\$182.90 + CPI x 30 days	
	Harold D. Fayette	4	\$380.00 intial + \$10.00 add'l x 3 + CPI x 28 days	\$169.00 x 28 days	

6. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education awards the transportation consultant contract in cooperation with the Nassau County Southwest Transportation Consortium, to JN Business Services, Pupil Transportation Consultant (Nancy Nunziata) for the period of July 1, 2025 through June 30, 2026 in the amount not to exceed \$2,750.00.

7. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education renews the contract for the provision of school food services to Whitson's Culinary Group at a price per meal of \$2.50 for Breakfast and \$3.83 per meal for Lunch for the 2025-2026 School Year, in accordance with the terms and conditions of Bid # FS-23/24-A-01.

8. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the use of the EBALR 2024- 2025 accumulated sick leave payout in the estimated amount of \$170,813.

9. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the allocation of up to \$1,500,000 to the Capital Reserve for the 2024-2025 school year.

10. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and Tiegerman School for Special Education Services for the 2025-2026 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

11. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and Zycron for Special Education Services for the 2025-2026 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

12. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and United Staffing Solutions for nursing services for the 2025-2026 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

13. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and Michele Tritschler for Special Education Services for the 2025-2026 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

14. **BE IT RESOLVED**, the Board of Education hereby ratifies the Memorandum of Agreement between the District and the Principals of Valley Stream School District Twenty-Four for the period July 1, 2025, through June 30, 2028.

15. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the following Budget Transfers for the 2024-2025 School Year.

BUDGET TRANSFER FOR BOARD APPROVAL			
DATE: June 11, 2025			
CODE	DESCRIPTION	FROM	TO
A5540.4	Transportation Expenses	\$27,860.00	
A5581.49	BOCES/Transp Expense		\$27,860.00
	June Invoice		
A9060.8	Hosp & Med Insur	\$156,500.00	
A2815.49	BOCES-Health Serv		\$148,000.00
A2815.4	Health Services Expenses		\$8,500.00
	UPK Nurse		
A9060.8	Hosp & Med Insur	\$53,025.00	
A1620.407-51	Security-BAS		\$17,675.00
A1620.407-52	Security-RWC		\$17,675.00
A1620.407-53	Security-WLB		\$17,675.00
	May/June Invoices		
A9060.8	Hosp & Med Insurance	\$75,000.00	
A1621.450-1	Materials & Supplies-BAS		\$75,000.00
	Vision 2030 - Workspace Interiors - BAS Classroom		
A9060.8	Hosp & Med Insurance	\$75,000.00	
A1621.450-2	Materials & Supplies-RWC		\$75,000.00
	Vision 2030 - Workspace Interiors - RWC Classroom		
A9060.8	Hosp & Med Insurance	\$75,000.00	
A1621.450-3	Materials & Supplies-WLB		\$75,000.00
	Vision 2030 - Workspace Interiors - WLB Classroom		
	TOTALS	\$ 462,385.00	\$ 462,385.00

XI. DISCUSSION

XII. AUDIENCE TO VISITORS

XIII. ADJOURNMENT

Motion to re-enter Executive Session at 9:05 pm by Trustee Maier and seconded by Trustee Clark for Personnel and Contractual Matters. Motion carried.

Motion to exit Executive Session by Trustee Maier at 10:00 pm and seconded by Trustee Wilson. Motion carried.

Motion to adjourn the Business Meeting at 10:00 pm by Trustee Maier and seconded by Trustee Wilson. Motion carried.

Respectfully Submitted,

Jennie L. Padilla

Jennie L. Padilla
District Clerk

WAGE & BENEFITS AGREEMENT

AGREEMENT made this 1st day of July, 2025, by and between the BOARD OF EDUCATION of the VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR (hereinafter “Board” or the “District”) with offices for the transaction of business located at 75 Horton Avenue, Valley Stream, New York 11580 and ANGELA LIATTO, Senior Clerk Typist (hereinafter “Employee”) residing at [REDACTED]

WHEREAS, the Board has been advised that it is legally permissible for the Board to contractually obligate itself to provide the terms and conditions of employment herein more particularly described; and

WHEREAS, both parties acknowledge that the termination of employment of the Employee and her employment status as an employee by the District are subject solely to the procedures set forth at length in various provisions of the laws of the State of New York and nothing contained herein shall be deemed to have modified the foregoing in any respect.

NOW, THEREFORE, based upon the mutual covenants and understanding between the Employee and the Board, it is understood and agreed:

- I. GENERAL: The above “Whereas” clauses are expressly incorporated and made a substantive part hereof.
- II. SCOPE OF EMPLOYMENT: The Employee shall be employed as a Senior Clerk Typist in accordance with the terms and conditions of the within Agreement.
- III. SALARY:
 - a. Effective July 1, 2025, the annual salary for the Employee shall be \$78,500, which shall be paid in accordance with the District’s regular payroll practices and subject to applicable withholding amounts. In addition, the Employee shall receive an annual confidential stipend in the amount of \$3,000.
 - b. Effective July 1, 2025, and in lieu of the monthly stipend provided for in the memorandum of agreement between the District and the Valley Stream Teachers Association which was effective on May 15, 2025, the Employee shall receive \$2,000 for each month the Employee provides additional support to the Assistant Superintendent for Curriculum and Instruction. The stipend for additional support to the Assistant Superintendent for Curriculum and Instruction shall terminate upon the start of employment of a full-time secretary for the Assistant Superintendent for Curriculum Instruction at which time the Employee shall receive a pro-rated stipend for the portion of the month in which additional support was provided.
 - c. The salary for any year commencing thereafter should this Agreement be extended, shall be determined as follows:

- i. On or about June 15th of each year, the Board shall meet to discuss the Superintendent's recommendation, if any, as to what appropriate salary increase (and/or other forms of compensation and/ or modification of benefits) shall be made to the salary, benefits and other compensation provided by this Agreement.

The decision of the Board shall be communicated to the Superintendent of Schools (the "Superintendent") and thereafter by the Superintendent to the Employee on or about each June 30th during the term of this Agreement.

- ii. Any increase in the salary (and/or other forms of compensation or modification of benefits) of the Employee shall be in writing in the form of an amendment to this Agreement. Notwithstanding the above, any salary (or benefits) increase awarded to the Employee shall not be considered to be a new Agreement between the District and the Employee.
- iii. It is understood that the salary paid (or benefits granted) to the Employee in any year pursuant to this Agreement shall not be reduced from the salary paid to her in any subsequent year, unless agreed to in writing by both the Employee and the Board.

IV. DUTIES AND RESPONSIBILITIES: Employee shall perform those duties as set forth in the job description contained in the Policies of the Board of Education relative to the position of Senior Clerk Typist and any other such tasks as assigned by the Superintendent. In consideration for the confidential stipend to provide additional support to the Superintendent, the Employee shall assist with the following, but not be limited to, personnel items, preparation for meetings with confidential information, creating personnel letters after Board approval, and all other confidential duties the Superintendent outlines. The Employee will have all of the entitlements and responsibilities commensurate with her position as defined by the New York State Civil Service Law. The Parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and Commissioner of Education of New York and said laws, rules, and regulations govern their relationship and the determination of their respective powers and duties.

V. WORK YEAR: The Employee's work year shall be from July 1 to June 30.

VI. TERMINATION: Employee may terminate this Agreement by resignation, which shall be submitted in writing to the Superintendent and Board upon no less than thirty (30) days' notice. Termination by the District shall be governed by New York Civil Service Law.

VII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT: Excepting terms and conditions specifically addressed within this document, the Employee's terms and

conditions of employment with regard to Vacations, Jury Duty, Dental and Optical Coverage, Salary Deductions, Leaves, Extended Leave, Leave of Absence with Pay Prior to Retirement, Health Insurance, Declination of Health Insurance, and Welfare Fund contributions will be in accordance with and on the same terms as presently exist and as may hereafter be set forth in the then current collective bargaining agreement between the District and its Secretarial Unit or between the District and a recognized bargaining agent for the Secretarial Unit.

- VIII. WRITTEN AGREEMENT: This Agreement at the election of the Board shall continue in full force and effect during the term of employment of the Employee.
- IX. SEVERABILITY: If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of the Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect.
- X. EFFECTIVE DATE: This Agreement shall take effect upon its full execution through June 30, 2026.
- XI. 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.
- XII. 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.
- XIII. VENUE: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
- XIV. ENTIRE AGREEMENT: This Agreement constitutes the full and complete agreement between the Board and the Employee and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the Parties.
- XV. 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.
- XVI. NO GUARANTEE OF EMPLOYMENT: This Agreement shall in no way constitute a guarantee of employment to the Employee during or after the Term of this Agreement. Similarly, this Agreement shall not constitute any guarantee that the Board will continue to maintain the position of Employee.

Board of Education,
Valley Stream Union Free School District
Twenty-Four

Dated: _____

By: _____
President. Board of Education

Dated: _____

By: _____
Angela Liatto

GGDOCS-719289497-280

WAGE & BENEFITS AGREEMENT

AGREEMENT made this 4th day of June, 2025, by and between the BOARD OF EDUCATION of the VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR (hereinafter “Board” or the “District”) with offices for the transaction of business located at 75 Horton Avenue, Valley Stream, New York 11580 and KAROLYN CURRIE, Human Resources Secretary (hereinafter “Employee”) residing at [REDACTED]

WHEREAS, the Board has been advised that it is legally permissible for the Board to contractually obligate itself to provide the terms and conditions of employment herein more particularly described; and

WHEREAS, both parties acknowledge that the termination of employment of the Employee and her employment status as an employee by the District are subject solely to the procedures set forth at length in various provisions of the laws of the State of New York and nothing contained herein shall be deemed to have modified the foregoing in any respect.

NOW, THEREFORE, based upon the mutual covenants and understanding between the Employee and the Board, it is understood and agreed:

- I. GENERAL: The above “Whereas” clauses are expressly incorporated and made a substantive part hereof.
- II. SCOPE OF EMPLOYMENT: The Employee shall be employed as an Account Clerk, supporting Human Resources in accordance with the terms and conditions of the within Agreement.
- III. SALARY:
 - a. The annual salary for the Employee shall be Step 5 of the Valley Stream Association of Educational Office Personnel Collective Bargaining Agreement salary schedule (“CBA”), plus an annual stipend of \$2,500.00 (pro-rated monthly) for serving as a confidential secretary. Such salary shall be paid in accordance with the District’s regular payroll practices and subject to applicable withholding amounts. Effective July 1, 2025, beginning the 2025-2026 school year, the Employee’s base salary will continue as Step 5.
 - b. The salary for any year commencing thereafter should this Agreement be extended, shall be at the rate of compensation set forth in the collective bargaining agreement with the Valley Stream Association of Educational Office Personnel.
 - c. Any increase in the salary (and/or other forms of compensation or modification of benefits) of the Employee shall be in writing in the form of an amendment to this Agreement. Notwithstanding the above, any salary (or benefits) increase awarded to the Employee shall not be considered to be a new Agreement between the District and the Employee.

- d. It is understood that the salary paid (or benefits granted) to the Employee in any year pursuant to this Agreement shall not be reduced from the salary paid to her in any subsequent year, unless agreed to in writing by both the Employee and the Board.
- IV. DUTIES AND RESPONSIBILITIES: Employee shall perform those duties as set forth in the job description contained in the Policies of the Board of Education relative to the position of Human Resources Secretary and any other such tasks as assigned by the Superintendent. In consideration of the confidential stipend, the Employee shall be responsible for managing all confidential human resources tasks, including but not limited to the handling of personnel documents, leave replacement documents and tracking, seniority lists, coordinating onboarding and certification reviews, drafting Board resolutions related to personnel matters and other confidential agenda items. The Employee will have all of the entitlements and responsibilities commensurate with her position as defined by the New York State Civil Service Law. The Parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and Commissioner of Education of New York and said laws, rules, and regulations govern their relationship and the determination of their respective powers and duties.
- V. WORK YEAR: The Employee's work year shall be from July 1 to June 30.
- VI. TERMINATION: Employee may terminate this Agreement by resignation, which shall be submitted in writing to the Superintendent and Board upon no less than thirty (30) days' notice. Termination by the District shall be governed by New York Civil Service Law.
- VII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT: Excepting terms and conditions specifically addressed within this document, the Employee's terms and conditions of employment with regard to Vacations, Jury Duty, Dental and Optical Coverage, Salary Deductions, Leaves, Extended Leave, Leave of Absence with Pay Prior to Retirement, Health Insurance, Declination of Health Insurance, and Welfare Fund contributions will be in accordance with and on the same terms as presently exist and as may hereafter be set forth in the then current collective bargaining agreement between the District and its Secretarial Unit or between the District and a recognized bargaining agent for the Secretarial Unit.
- VIII. WRITTEN AGREEMENT: This Agreement at the election of the Board shall continue in full force and effect during the term of employment of the Employee.
- IX. SEVERABILITY: If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of the Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect.

- X. EFFECTIVE DATE: This Agreement shall take effect upon its full execution through June 30, 2026.
- XI. 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.
- XII. 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.
- XIII. VENUE: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
- XIV. ENTIRE AGREEMENT: This Agreement constitutes the full and complete agreement between the Board and the Employee and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the Parties.
- XV. 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.
- XVI. NO GUARANTEE OF EMPLOYMENT: This Agreement shall in no way constitute a guarantee of employment to the Employee during or after the Term of this Agreement. Similarly, this Agreement shall not constitute any guarantee that the Board will continue to maintain the position of Employee.

[Signatures to Follows]

Board of Education,
Valley Stream Union Free School District
Twenty-Four

Dated: _____

By: _____
President. Board of Education

Dated: _____

By: _____
Karolyn Currie

GGDOCS-719289497-280

VALLEY STREAM UFSD #24

**Treasurer's Report
and
Bank Collateral Statements
May 31, 2025**

Respectfully submitted:

Brian K. Cleary, C.P.A.

Brian K. Cleary, C.P.A.

6/21/2025

Date

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

05/31/25

GENERAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Checking	NY Class	Metropolitan Commercial	Totals
Cash Balance - Beginning	\$ 5,163,685.86	\$ 70,971.95	\$ 2,236,076.63	\$ 5,673,861.18	\$ 13,144,595.62
Add - Receipts	19,124,053.10	1,020,424.83	7,886.36	19,729.96	20,172,094.25
Total	24,287,738.96	1,091,396.78	2,243,962.99	5,693,591.14	33,316,689.87
Less - Disbursements	(13,807,026.98)	(1,019,751.36)	-	-	(14,826,778.34)
May 31, 2025	10,480,711.98	71,645.42	2,243,962.99	5,693,591.14	18,489,911.53
Deposits In Transit	-	-	-	-	-
Outstanding Checks	646,434.07	378,830.93	-	-	1,025,265.00
Total	11,127,146.05	450,476.35	2,243,962.99	5,693,591.14	19,515,176.53
Net Wires in Transit	-	-	-	-	-
Reconciling items	-	-	-	-	-
Balance Per Statement	\$ 11,127,146.05	\$ 450,476.35	\$ 2,243,962.99	\$ 5,693,591.14	19,515,176.53
	-	-	-	-	-

TRUST & AGENCY FUND

	JPMorgan Chase Payroll	JPMorgan Chase Scholarship	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 6,104.01	\$ 394.25	\$ 5,947.70	\$ 12,445.96
Add - Receipts	1,095,934.15	0.55	13,388.74	1,109,323.44
Total	1,102,038.16	394.80	19,336.44	1,121,769.40
Less - Disbursements	(1,095,821.07)	-	(146.00)	(1,095,967.07)
Cash Balance - End	6,217.09	394.80	19,190.44	25,802.33
Deposits In Transit	-	-	-	-
Outstanding Checks	7,396.83	-	46.00	7,442.83
Total	13,613.92	394.80	19,236.44	33,245.16
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 13,613.92	\$ 394.80	\$ 19,236.44	\$ 33,245.16
	(0.00)	-	-	-

SCHOOL LUNCH FUND

SPECIAL AID FUND

CAPITAL FUND

	JPMorgan Chase Checking	JPMorgan Chase Federal Fund	JPMorgan Chase Capital Fund	Totals
Cash Balance - Beginning	\$ 830.28	\$ 63.36	\$ 143.66	\$ 893.64
Add - Receipts	42,012.51	81,005.60	203,036.67	123,018.11
Total	42,842.79	81,068.96	203,180.33	123,911.75
Less - Disbursements	(42,571.30)	(80,542.45)	(203,118.42)	(123,113.75)
Cash Balance - End	271.49	526.51	61.91	798.00
Deposits In Transit	-	-	-	-
Outstanding Checks	33,401.10	3,330.06	144,159.55	36,731.16
Total	33,672.59	3,856.57	144,221.46	37,529.16
Net Wires in Transit	-	-	-	-
Reconciling items	-	-	-	-
Balance Per Statement	\$ 33,672.59	\$ 3,856.57	\$ 144,221.46	37,529.16

Total Funds

19,585,950.85

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

05/31/25

COLLATERAL ANALYSIS		JPMorgan Chase	Metropolitan Commercial	NY Class
Bank Statement Balances - end of month			**	***
	General Fund - Checking	\$ 11,127,146.05		
	General Fund - NY Class			2,243,962.99
	General Fund - Metropolitan		5,693,591.14	
	GF Trust & Agency - Checking	450,476.35		
	Trust & Agency - Payroll	13,613.92		
	Trust & Agency - Scholarship	394.80		
	School Lunch Fund	33,672.59		
	Federal Fund	3,856.57		
	Capital Fund	144,221.46		
	Trust & Agency - Student Dept	19,236.44		
		<u>\$ 11,792,618.18</u>	<u>\$ 5,693,591.14</u>	<u>\$ 2,243,962.99</u>
Less:				
	FDIC - General Fund	\$ (250,000.00)	\$ (5,693,591.14)	\$ (250,000.00)
	FDIC - Payroll	(13,613.92)	-	-
	Bank Balances not covered by FDIC	11,529,004.26	-	1,993,962.99
	Required Collateral	11,759,584.35	-	2,033,842.25
	Collateral Held by 3rd Party - BNY Mellon	-		
	Collateral JPMorgan Chase	(11,775,322.20)		
	Collateral Held by NY Class		-	(2,033,842.25)
		<u>\$ (15,737.85)</u>	<u>\$ -</u>	<u>\$ -</u>
If this Line balance is negative COLLATERAL IS ADEQUATE !				

** All accounts invested in various banks and FDIC insured

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

Total Requirements as of 05/23/2025: \$10,078,402.96 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
623053AX3	MOUNT SAN JACINTO CALIF CMNTY 20400801 4.00000	11,805,000.00	11,200,820.10
Total Market Value:			11,200,820.10

Total Requirements as of 05/27/2025: \$10,074,681.02 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
882723P94	TEXAS ST 20460401 5.00000	10,105,000.00	10,079,636.45
Total Market Value:			10,079,636.45

Total Requirements as of 05/28/2025: \$10,021,473.35 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
59465HWQ5	MICHIGAN ST HOSP FIN AUTH REV 20461115 5.00000	11,200,000.00	11,136,832.00
Total Market Value:			11,136,832.00

Total Requirements as of 05/29/2025: \$12,745,736.49 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
0882814R8	BEXAR CNTY TEX 20450615 4.62500	5,905,000.00	5,947,102.65
190335JB6	COAST CMNTY COLLEGE DIST CALIF 20420801 4.00000	8,100,000.00	7,555,356.00
Total Market Value:			13,502,458.65

Total Requirements as of 05/30/2025: \$11,773,470.54 Margin %: 102.00

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
471146WB2	JARRELL TEX INDPT SCH DIST 20470815 4.25000	12,490,000.00	11,775,322.20
Total Market Value:			11,775,322.20



June 30, 2025

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

Board of Education:

During our claims audit procedures conducted in June 2025, we reviewed approximately 165 claims, which total \$8,166,304.45, and have noted no findings. We have approved these claims for payment and release, as they were valid claims against the District.

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

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

Sincerely,

Cerini & Associates LLP

Cerini & Associates, LLP
Claims Auditors

Valley Stream #24 UFSD
Claims Audit Summary
July 1, 2024 - June 30, 2025

	6-Month Summary			12-Month Summary		
	# of	% of	% of	# of	% of	% of
<u>Claims Audit Issue</u>	<u>Instances</u>	<u>Claims</u>	<u>Instances</u>	<u>Instances</u>	<u>Claims</u>	<u>Instances</u>
<u>Significant Issues:</u>						
Sales tax included in check	1	0.10	14.29	1	0.08	14.29
Late fees incurred	6	0.60	85.71	6	0.51	85.71
<u>Total Issues:</u>	7	0.70	100.00	7	0.59	100.00
<u>Other Matters:</u>						
<u>Total Other Matters:</u>	0	0.00	0.00	0	0.00	0.00
TOTAL NUMBER OF INSTANCES	7	0.70	200.00	7	0.59	100.00
TOTAL ALL PAYMENTS	1,007			2,124		
TOTAL \$ APPROVED		\$20,221,496.47		\$49,244,192.18		

**Valley Stream 24 UFSD
Warrant Summary
June 2025**

The following claims on the 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
88	A	7513	7513	1	1	\$ 1,861.57
89	A	7514	7539	44	44	\$ 820,610.12
			Wires			
90	A	1076	1076	1	1	\$ 12,800.00
92	A	7540	7542	3	3	\$ 1,787.20
93	A	7543	7574	50	50	\$ 718,159.93
			Wires			
91	A		Wire	1	1	\$ 925,209.73
94	A		Wire	1	1	\$ 3,703,827.34
14	C	1336	1336	1	1	\$ 46,307.44
1	CM	1009	1009	1	1	\$ 100.00
27	F	1420	1420	2	2	\$ 20,082.95
			Wire			
28	F		Wires	2	2	\$ 22,137.60
15	H	1122	1122	1	1	\$ 110,987.63
46	T	2120	2123	4	4	\$ 3,666.33 *
48	T	2124	2133	10	10	\$ 373,023.70
47	T		Wires	20	20	\$ 306,087.24
49	T		Wires	19	19	\$ 1,099,655.67
			Totals	161	161	\$ 8,166,304.45

* Check 2119 was voided by the District and immediately reissued due to a printing error.

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 7/1/2024 To 5/31/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.4	BOARD OF ED EXPENSES		22,500.00	0.00	22,500.00	19,478.79	2,003.86	1,017.35
A 1010.45	BOARD OF ED SUPPLIES		1,200.00	0.00	1,200.00	210.79	0.00	989.21
1010	BOARD OF EDUCATION	*	23,700.00	0.00	23,700.00	19,689.58	2,003.86	2,006.56
A 1040.16	DISTRICT CLERK SALARY		15,810.00	0.00	15,810.00	16,958.26	1,541.74	-2,690.00
A 1040.4	DISTRICT CLERK EXPENSE		250.00	0.00	250.00	0.00	0.00	250.00
A 1040.45	DISTRICT CLERK SUPPLIES		250.00	0.00	250.00	0.00	51.36	198.64
1040	DISTRICT CLERK	*	16,310.00	0.00	16,310.00	16,958.26	1,593.10	-2,241.36
A 1060.4	CONTRACTUAL EXPENSE		13,500.00	37,000.00	50,500.00	37,924.20	6,639.00	5,936.80
A 1060.45	MATERIAL & SUPPLIES		100.00	0.00	100.00	0.00	0.00	100.00
1060	DISTRICT MEETING	*	13,600.00	37,000.00	50,600.00	37,924.20	6,639.00	6,036.80
10	Consolidated Payroll	**	53,610.00	37,000.00	90,610.00	74,572.04	10,235.96	5,802.00
A 1240.15	CENTRAL ADMIN SALARY		229,500.00	0.00	229,500.00	211,406.36	19,218.64	-1,125.00
A 1240.16	CENTRAL OFFICE SALARIES		139,966.00	0.00	139,966.00	124,220.75	5,441.00	10,304.25
A 1240.2	SUPT. EQUIPMENT		1,500.00	-1,025.00	475.00	0.00	0.00	475.00
A 1240.4	SUPT OFFICE EXPENSE		25,000.00	0.00	25,000.00	14,789.97	1,490.86	8,719.17
A 1240.45	SUPT OFFICE SUPPLIES		2,000.00	345.00	2,345.00	1,953.84	388.48	2.68
1240	CHIEF SCHOOL ADMINISTRATOR	*	397,966.00	-680.00	397,286.00	352,370.92	26,538.98	18,376.10
12		**	397,966.00	-680.00	397,286.00	352,370.92	26,538.98	18,376.10
A 1310.15	BUSINESS MANAGER SALARY		192,447.00	0.00	192,447.00	176,409.86	16,037.14	0.00
A 1310.16	BUSINESS OFFICE SALARIES		292,944.00	0.00	292,944.00	231,360.29	21,359.71	40,224.00
A 1310.2	BUSINESS OFFICE EQUIPMENT		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 1310.4	BUSINESS OFFICE EXPENSES		9,000.00	721.28	9,721.28	5,565.68	4,079.84	75.76
A 1310.407-1	OFFICE MACHINE REPAIRS		3,500.00	0.00	3,500.00	2,442.87	771.85	285.28
A 1310.409-7	BUSINESS OFFICE SOFTWARE		16,045.00	481.00	16,526.00	16,526.00	0.00	0.00
A 1310.45	BUSINESS OFFICE SUPPLIES		3,000.00	-600.00	2,400.00	1,739.49	23.48	637.03
A 1310.451	OFFICE PAPER-BUSINESS		1,100.00	-202.28	897.72	0.00	0.00	897.72
A 1310.49	BOCES SERVICES		86,750.00	0.00	86,750.00	29,658.66	57,091.34	0.00
1310	BUSINESS ADMINISTRATOR	*	605,786.00	-600.00	605,186.00	463,702.85	99,363.36	42,119.79
A 1320.4	AUDITING EXPENSE		72,000.00	43,375.00	115,375.00	61,780.00	51,390.00	2,205.00
1320	AUDITING	*	72,000.00	43,375.00	115,375.00	61,780.00	51,390.00	2,205.00
A 1325.16	TREASURER-SALARY		14,025.00	0.00	14,025.00	12,833.26	1,166.74	25.00
A 1325.45	TREASURER SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
1325	TREASURER	*	14,225.00	0.00	14,225.00	12,833.26	1,166.74	225.00

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1380.4	CONTRACTUAL EXP-FISCAL AGENT		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
1380	FISCAL AGENT FEES	*	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
13		**	694,011.00	42,775.00	736,786.00	538,316.11	151,920.10	46,549.79
A 1420.4	ATTORNEY FEES		62,500.00	40,000.00	102,500.00	84,341.46	13,991.82	4,166.72
A 1420.400-1	BOND COUNSEL		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 1420.400-2	NEGOTIATIONS ATTORNEY		35,000.00	-20,000.00	15,000.00	7,291.60	3,437.56	4,270.84
1420	LEGAL FEES	*	100,500.00	20,000.00	120,500.00	91,633.06	17,429.38	11,437.56
A 1430.4	PERSONNEL EXPENSES		5,500.00	1,225.00	6,725.00	5,863.25	666.25	195.50
A 1430.49	BOCES REG.TEACHER CERTIFICATION		8,300.00	0.00	8,300.00	8,075.00	225.00	0.00
1430	PERSONNEL	*	13,800.00	1,225.00	15,025.00	13,938.25	891.25	195.50
A 1480.4	PUBLIC INFO EXPENSES		17,000.00	-744.40	16,255.60	10,011.21	3,234.79	3,009.60
A 1480.45	PUBLIC INFO MATERIALS & SUPPLIES		0.00	119.40	119.40	119.40	0.00	0.00
A 1480.49	PUBLIC INFO BOCES		33,500.00	0.00	33,500.00	24,157.89	9,342.11	0.00
1480	PUBLIC INFO AND SERVICE	*	50,500.00	-625.00	49,875.00	34,288.50	12,576.90	3,009.60
14		**	164,800.00	20,600.00	185,400.00	139,859.81	30,897.53	14,642.66
A 1620.16	CUSTODIAL SALARIES		15,000.00	0.00	15,000.00	44,008.49	10,329.02	-39,337.51
A 1620.160-1	CUSTODIAL SALARIES-BAS		230,378.00	-450.00	229,928.00	199,219.09	12,108.76	18,600.15
A 1620.160-2	CUSTODIAL SALARIES-RWC		212,487.00	0.00	212,487.00	191,459.83	4,603.69	16,423.48
A 1620.160-3	CUSTODIAL SALARIES-WLB		214,905.00	0.00	214,905.00	195,381.65	15,924.81	3,598.54
A 1620.161-1	CUSTODIAL OVERTIME-BAS		19,000.00	0.00	19,000.00	27,445.40	0.00	-8,445.40
A 1620.161-2	CUSTODIAL OVERTIME-RWC		11,000.00	0.00	11,000.00	12,496.32	0.00	-1,496.32
A 1620.161-3	CUSTODIAL OVERTIME-WLB		20,000.00	0.00	20,000.00	14,220.32	0.00	5,779.68
A 1620.162-1	SECURITY AIDE SALARY-BAS		35,869.00	0.00	35,869.00	36,964.75	6,938.44	-8,034.19
A 1620.162-2	SECURITY AIDE SALARY-RWC		36,984.00	0.00	36,984.00	36,182.18	6,785.52	-5,983.70
A 1620.162-3	SECURITY AIDE SALARY-WLB		35,847.00	0.00	35,847.00	34,185.19	6,829.02	-5,167.21
A 1620.200-1	EQUIPMENT-BAS		1,750.00	-270.00	1,480.00	1,480.00	0.00	0.00
A 1620.200-2	EQUIPMENT-RWC		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
A 1620.200-3	EQUIPMENT-WLB		1,250.00	1,382.16	2,632.16	2,421.62	0.00	210.54
A 1620.268-1	HEATING/COOLING-BAS		1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
A 1620.268-2	HEATING/COOLING-RWC		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 1620.268-3	HEATING/COOLING-WLB		1,350.00	-173.00	1,177.00	0.00	1,177.00	0.00
A 1620.272-1	CLEANING EQUIPMENT-BAS		4,600.00	-1,480.00	3,120.00	0.00	0.00	3,120.00
A 1620.272-2	CLEANING EQUIPMENT-RWC		5,000.00	0.00	5,000.00	0.00	0.00	5,000.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.272-3	CLEANING EQUIPMENT-WLB	4,600.00	-817.00	3,783.00	0.00	0.00	3,783.00
A 1620.404-1	CONTRACTUAL STAFF TRAINING-BAS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 1620.404-2	CONTRACTUAL STAFF TRAINING-RWC	1,500.00	0.00	1,500.00	0.00	150.00	1,350.00
A 1620.404-3	CONTRACTUAL STAFF TRAINING-WLB	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 1620.406	FUEL/OIL	1,000.00	-630.00	370.00	0.00	0.00	370.00
A 1620.406-11	GAS/ELECTRIC-BAS	60,500.00	2,400.00	62,900.00	54,553.54	7,146.46	1,200.00
A 1620.406-12	GAS/ELECTRIC-RWC	50,000.00	-550.00	49,450.00	40,815.32	5,644.68	2,990.00
A 1620.406-13	GAS/ELECTRIC-WLB	57,000.00	13,262.00	70,262.00	60,387.36	9,584.64	290.00
A 1620.406-21	WATER EXPENSES-BAS	5,000.00	1,400.00	6,400.00	5,343.79	1,056.21	0.00
A 1620.406-22	WATER EXPENSES-RWC	3,000.00	6,550.00	9,550.00	8,102.18	1,092.97	354.85
A 1620.406-23	WATER EXPENSES-WLB	7,000.00	0.00	7,000.00	5,666.54	983.46	350.00
A 1620.406-31	TELEPHONE EXPENSES-BAS	10,000.00	0.00	10,000.00	8,480.24	1,219.76	300.00
A 1620.406-32	TELEPHONE EXPENSES-RWC	11,000.00	1,930.00	12,930.00	12,759.15	727.85	-557.00
A 1620.406-33	TELEPHONE EXPENSES-WLB	14,000.00	720.00	14,720.00	12,508.03	2,161.97	50.00
A 1620.406-61	CONTRACTUAL ELECTRICAL-BAS	4,000.00	0.00	4,000.00	525.00	50.00	3,425.00
A 1620.406-62	CONTRACTUAL ELECTRICAL-RWC	4,000.00	0.00	4,000.00	525.00	550.00	2,925.00
A 1620.406-63	CONTRACTUAL ELECTRICAL-WLB	4,000.00	-100.00	3,900.00	525.00	50.00	3,325.00
A 1620.406-71	PROF & TECH EXPENSE-BAS	22,400.00	-2,821.86	19,578.14	13,996.77	2,740.94	2,840.43
A 1620.406-72	PROF & TECH EXPENSE-RWC	18,400.00	-1,109.99	17,290.01	14,327.08	1,958.18	1,004.75
A 1620.406-73	PROF & TECH EXPENSE-WLB	15,000.00	1,687.99	16,687.99	14,154.89	2,641.36	-108.26
A 1620.407-21	CLEANING EXPENSES-BAS	4,500.00	0.00	4,500.00	1,562.35	432.65	2,505.00
A 1620.407-22	CLEANING EXPENSES-RWC	3,000.00	0.00	3,000.00	1,377.91	297.09	1,325.00
A 1620.407-23	CLEANING EXPENSES-WLB	4,500.00	0.00	4,500.00	1,853.67	311.33	2,335.00
A 1620.407-51	SECURITY-BAS	92,000.00	-2,000.00	90,000.00	74,922.36	10,227.64	4,850.00
A 1620.407-52	SECURITY-RWC	90,000.00	-2,000.00	88,000.00	74,360.65	10,289.35	3,350.00
A 1620.407-53	SECURITY-WLB	93,000.00	-2,147.00	90,853.00	74,765.49	10,384.51	5,703.00
A 1620.457-21	CLEANING SUPPLIES-BAS	16,000.00	0.00	16,000.00	11,129.94	210.06	4,660.00
A 1620.457-22	CLEANING SUPPLIES-RWC	15,000.00	0.00	15,000.00	14,737.29	209.71	53.00
A 1620.457-23	CLEANING SUPPLIES-WLB	15,000.00	0.00	15,000.00	11,433.18	209.82	3,357.00
A 1620.457-51	SECURITY MATERIAL AND SUPPLIES-BAS	0.00	12.02	12.02	12.02	0.00	0.00
A 1620.457-52	SECURITY MATERIAL AND SUPPLIES-RWC	0.00	551.01	551.01	550.98	0.00	0.03
A 1620.457-53	SECURITY MATERIAL AND SUPPLIES-WLB	0.00	159.02	159.02	158.89	0.00	0.13
A 1620.458-21	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,300.85	23.66	275.49

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.458-22	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,531.33	268.67	0.00
A 1620.458-23	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	1,406.27	23.67	170.06
1620	OPERATION MAINT/PLANT *	1,483,570.00	14,005.35	1,497,575.35	1,319,237.91	135,342.90	42,994.54
A 1621.16	MAINTENANCE SALARIES	138,822.00	0.00	138,822.00	222,514.32	20,137.68	-103,830.00
A 1621.160-2	MAINTENANCE SALARIES-RWC	80,652.00	0.00	80,652.00	0.00	0.00	80,652.00
A 1621.161-2	MAINTENANCE OVERTIME SALARIES-RWC	5,000.00	0.00	5,000.00	1,092.29	0.00	3,907.71
A 1621.2	EQUIPMENT	30,000.00	2,750.00	32,750.00	32,593.03	0.00	156.97
A 1621.200-1	EQUIPMENT-BAS	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00
A 1621.200-2	EQUIPMENT-RWC	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 1621.200-3	EQUIPMENT-WLB	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 1621.268-1	HEATING/COOLING-BAS	325.00	0.00	325.00	0.00	0.00	325.00
A 1621.268-2	HEATING/COOLING-RWC	350.00	-150.00	200.00	0.00	0.00	200.00
A 1621.268-3	HEATING/COOLING-WLB	325.00	-325.00	0.00	0.00	0.00	0.00
A 1621.280-1	GROUNDS-BAS	3,100.00	2,780.91	5,880.91	5,880.91	0.00	0.00
A 1621.280-2	GROUNDS-RWC	3,300.00	-2,780.91	519.09	0.00	0.00	519.09
A 1621.280-3	GROUNDS-WLB	2,600.00	0.00	2,600.00	0.00	0.00	2,600.00
A 1621.283-1	AUTOMOTIVE EQUIPMENT-BAS	600.00	-68.00	532.00	0.00	0.00	532.00
A 1621.283-2	AUTOMOTIVE EQUIPMENT-RWC	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.283-3	AUTOMOTIVE EQUIPMENT-WLB	700.00	-67.00	633.00	0.00	0.00	633.00
A 1621.406-4	MILEAGE	1,000.00	0.00	1,000.00	583.92	66.08	350.00
A 1621.406-5	ELEC/MAINTENANCE EXPENSE	500.00	100.00	600.00	551.66	48.34	0.00
A 1621.406-51	ELEC/MAINTENANCE EXPENSE-BAS	500.00	0.00	500.00	190.00	110.00	200.00
A 1621.406-52	ELEC/MAINTENANCE EXPENSE-RWC	500.00	-73.99	426.01	0.00	300.00	126.01
A 1621.406-81	HEATING/COOLING EXPENSE-BAS	8,500.00	2,516.00	11,016.00	9,788.99	1,105.00	122.01
A 1621.406-82	HEATING/COOLING EXPENSE-RWC	8,000.00	6,761.00	14,761.00	12,445.25	2,308.74	7.01
A 1621.406-83	HEATING/COOLING EXPENSE-WLB	8,500.00	7,250.40	15,750.40	13,063.38	2,676.79	10.23
A 1621.406-91	PLUMBING EXPENSE-BAS	1,975.00	-250.00	1,725.00	1,445.29	229.71	50.00
A 1621.406-92	PLUMBING EXPENSE-RWC	1,000.00	-275.00	725.00	259.40	255.60	210.00
A 1621.406-93	PLUMBING EXPENSE-WLB	1,000.00	-275.00	725.00	259.40	395.60	70.00
A 1621.407-01	REPAIRS-GENERAL-BAS	10,000.00	-1,400.00	8,600.00	1,010.00	1,015.00	6,575.00
A 1621.407-02	REPAIRS-GENERAL-RWC	7,500.00	0.00	7,500.00	4,605.00	720.00	2,175.00
A 1621.407-03	REPAIRS-GENERAL-WLB	7,500.00	-4,063.00	3,437.00	250.00	575.00	2,612.00
A 1621.407-3	SITE WORK	75,000.00	27,031.88	102,031.88	74,970.50	11,116.67	15,944.71

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.407-30-2	PLAYGROUND MAINTENANCE-BAS	3,000.00	1,500.00	4,500.00	4,500.00	0.00	0.00
A 1621.407-30-3	PLAYGROUND MAINTENENCE-RWC	3,000.00	200.00	3,200.00	3,200.00	0.00	0.00
A 1621.407-30-4	PLAYGROUND MAINTENENCE-WLB	3,000.00	-500.00	2,500.00	2,500.00	0.00	0.00
A 1621.407-31-2	ATHLETIC FIELDS-BAS	3,500.00	-213.00	3,287.00	0.00	967.79	2,319.21
A 1621.407-31-3	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	0.00	3,721.15	28.85
A 1621.407-31-4	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	0.00	3,721.06	28.94
A 1621.45	MATERIAL & SUPPLIES	60,000.00	-1,200.00	58,800.00	35,968.68	16,920.30	5,911.02
A 1621.450-1	MATERIAL & SUPPLIES-BAS	5,000.00	50,292.85	55,292.85	53,700.93	341.86	1,250.06
A 1621.450-2	MATERIAL & SUPPLIES-RWC	5,000.00	36,593.46	41,593.46	40,716.27	847.53	29.66
A 1621.450-3	MATERIAL & SUPPLIES-WLB	5,000.00	38,490.60	43,490.60	41,585.66	1,239.28	665.66
A 1621.455-1	PLAYGROUND MATERIAL & SUPPLIES-BAS	0.00	185.62	185.62	185.61	0.00	0.01
A 1621.455-2	PLAYGROUND MATERIAL & SUPPLIES-RWC	0.00	1,860.14	1,860.14	1,860.13	0.00	0.01
A 1621.455-3	PLAYGROUND MATERIAL & SUPPLIES-WLB	0.00	1,507.25	1,507.25	1,507.24	0.00	0.01
A 1621.456-51	ELEC/MAINTENANCE-BAS	3,100.00	0.00	3,100.00	153.66	196.34	2,750.00
A 1621.456-52	ELEC/MAINTENANCE-RWC	2,950.00	-465.00	2,485.00	388.39	461.61	1,635.00
A 1621.456-53	ELEC/MAINTENANCE-WLB	2,950.00	0.00	2,950.00	119.05	230.95	2,600.00
A 1621.456-61	INTERCOM/EMERG LIGHTS-BAS	700.00	4,011.86	4,711.86	4,011.86	0.00	700.00
A 1621.456-62	INTERCOM/EMERG LIGHTS-RWC	600.00	0.00	600.00	0.00	0.00	600.00
A 1621.456-63	INTERCOM/EMERG LIGHTS-WLB	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.456-81	HEATING/COOLING SUPPLIES-BAS	1,700.00	0.00	1,700.00	1,124.31	20.00	555.69
A 1621.456-82	HEATING/COOLING SUPPLIES-RWC	1,700.00	2,560.00	4,260.00	861.76	3,387.24	11.00
A 1621.456-83	HEATING/COOLING SUPPLIES-WLB	1,600.00	12,220.60	13,820.60	13,662.15	15.00	143.45
A 1621.456-91	PLUMBING SUPPLIES-BAS	0.00	250.00	250.00	0.00	250.00	0.00
A 1621.456-92	PLUMBING SUPPLIES-RWC	0.00	1,025.00	1,025.00	747.76	76.12	201.12
A 1621.456-93	PLUMBING SUPPLIES-WLB	0.00	275.00	275.00	0.00	275.00	0.00
A 1621.457-01	REPAIRS-GENERAL-BAS	5,000.00	0.00	5,000.00	3,174.40	355.60	1,470.00
A 1621.457-02	REPAIRS-GENERAL-RWC	5,000.00	4,894.85	9,894.85	8,606.88	450.00	837.97
A 1621.457-03	REPAIRS-GENERAL-WLB	5,000.00	5,228.89	10,228.89	6,657.40	450.00	3,121.49
A 1621.457-61	HARDWARE-BAS	1,000.00	0.00	1,000.00	160.03	189.97	650.00
A 1621.457-62	HARDWARE-RWC	1,000.00	750.00	1,750.00	1,048.93	171.07	530.00
A 1621.457-63	HARDWARE-WLB	1,000.00	0.00	1,000.00	354.98	185.02	460.00
A 1621.457-71	CARPENTRY-BAS	2,750.00	0.00	2,750.00	1,071.19	1,078.81	600.00
A 1621.457-72	CARPENTRY-RWC	2,650.00	460.91	3,110.91	2,208.69	402.22	500.00

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.457-73	CARPENTRY-WLB		2,600.00	0.00	2,600.00	1,241.99	908.01	450.00
A 1621.457-81	GLAZING-BAS		1,400.00	0.00	1,400.00	597.55	200.00	602.45
A 1621.457-82	GLAZING-RWC		1,550.00	0.00	1,550.00	1,229.53	4.07	316.40
A 1621.457-83	GLAZING-WLB		1,550.00	0.00	1,550.00	605.00	5.00	940.00
A 1621.457-91	PAINTING-BAS		1,000.00	0.00	1,000.00	29.14	270.86	700.00
A 1621.457-92	PAINTING-RWC		1,000.00	0.00	1,000.00	208.00	192.00	600.00
A 1621.457-93	PAINTING-WLB		1,000.00	0.00	1,000.00	762.92	37.08	200.00
A 1621.458-01	GROUPS-BAS		1,650.00	0.00	1,650.00	0.00	100.00	1,550.00
A 1621.458-02	GROUPS-RWC		1,650.00	0.00	1,650.00	0.00	100.00	1,550.00
A 1621.458-03	GROUPS-WLB		1,700.00	0.00	1,700.00	0.00	100.00	1,600.00
A 1621.458-31	AUTOMOTIVE-BAS		1,333.00	139.00	1,472.00	666.89	800.11	5.00
A 1621.458-32	AUTOMOTIVE-RWC		1,333.00	71.00	1,404.00	798.90	600.10	5.00
A 1621.458-33	AUTOMOTIVE-WLB		1,334.00	138.00	1,472.00	666.89	800.11	5.00
1621	MAINTENANCE OF PLANT	*	554,449.00	197,739.32	752,188.32	619,386.11	81,131.47	51,670.74
A 1670.400-1	CENTRAL PRINTING EXPENSE-BAS		5,650.00	0.00	5,650.00	2,849.39	1,871.61	929.00
A 1670.400-2	CENTRAL PRINTING EXPENSE-RWC		5,650.00	0.00	5,650.00	2,849.42	1,871.58	929.00
A 1670.400-3	CENTRAL PRINTING EXPENSE-WLB		5,700.00	0.00	5,700.00	3,349.45	2,350.55	0.00
A 1670.401	OUTSIDE PRINTING SERVICES		5,000.00	-1,900.00	3,100.00	2,721.00	0.00	379.00
1670	CENTRAL PRINTING AND MAILING	*	22,000.00	-1,900.00	20,100.00	11,769.26	6,093.74	2,237.00
A 1680.45	DATA PROC SUPPLIES		500.00	0.00	500.00	0.00	0.00	500.00
A 1680.49	BOCES TEST SCORE		40,000.00	0.00	40,000.00	34,933.22	5,066.78	0.00
A 1680.490-1	BOCES DATA WAREHOUSING		130,000.00	0.00	130,000.00	107,577.98	22,422.02	0.00
1680	DATA PROCESSING DISTRICT	*	170,500.00	0.00	170,500.00	142,511.20	27,488.80	500.00
16		**	2,230,519.00	209,844.67	2,440,363.67	2,092,904.48	250,056.91	97,402.28
A 1910.4	UNALLOCATED INS		215,000.00	-1,600.00	213,400.00	204,063.82	5,491.18	3,845.00
1910	UNALLOCATED INSURANCE	*	215,000.00	-1,600.00	213,400.00	204,063.82	5,491.18	3,845.00
A 1920.4	SCHOOL ASSOC DUES		18,000.00	0.00	18,000.00	16,313.25	600.00	1,086.75
1920	SCHOOL ASSOCIATION DUES	*	18,000.00	0.00	18,000.00	16,313.25	600.00	1,086.75
A 1930.4	CLAIMS/JUDGEMENT		600.00	0.00	600.00	0.00	0.00	600.00
1930	JUDGMENTS & CLAIMS	*	600.00	0.00	600.00	0.00	0.00	600.00
A 1981.49	BOCES AMIN		125,114.00	0.00	125,114.00	125,114.00	0.00	0.00
A 1981.492	BOCES RENTAL		12,701.00	0.00	12,701.00	9,525.76	3,175.24	0.00
A 1981.493	BOCES CAPITAL		19,349.00	0.00	19,349.00	19,349.00	0.00	0.00

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
1981	ADMIN CHARGE-BOCES	*	157,164.00	0.00	157,164.00	153,988.76	3,175.24	0.00
19	Disability Insurance	**	390,764.00	-1,600.00	389,164.00	374,365.83	9,266.42	5,531.75
1		***	3,931,670.00	307,939.67	4,239,609.67	3,572,389.19	478,915.90	188,304.58
A 2010.15	CURRICULUM-PROFESSIONAL SALARIES		0.00	0.00	0.00	0.00	0.00	0.00
A 2010.150	ASSISTANT SUPERINTENDENT		196,953.00	0.00	196,953.00	180,540.36	16,412.64	0.00
A 2010.16	CURRICULUM SALARIES		3,000.00	-3,000.00	0.00	0.00	0.00	0.00
A 2010.200	EQUIPMENT		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 2010.4	CURRICULUM DEVEL EXPENSE		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 2010.45	CURRICULUM DEVEL SUPPLIES		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 2010.451	DUP PAPER/REPT CARD		5,000.00	0.00	5,000.00	1,409.00	641.00	2,950.00
A 2010.49	BOCES CURRICULUM DEVELOPMENT		65,000.00	0.00	65,000.00	63,265.79	1,734.21	0.00
2010	CURR. DEV./SUPERVISION	*	276,453.00	-3,000.00	273,453.00	245,215.15	18,787.85	9,450.00
A 2020.15	BUILDING PRINCIPALS SALARIES		329,633.00	-33,700.00	295,933.00	267,094.02	25,361.88	3,477.10
A 2020.150-1	BUILDING PRINCIPALS SALARIES-BAS		190,269.00	0.00	190,269.00	174,413.58	15,855.58	-0.16
A 2020.150-2	BUILDING PRINCIPALS SALARIES-RWC		168,268.00	0.00	168,268.00	154,244.86	14,022.14	1.00
A 2020.150-3	BUILDING PRINCIPALS SALARIES-WLB		153,875.00	0.00	153,875.00	142,083.26	12,916.74	-1,125.00
A 2020.160-1	BUILDG OFFICE SALARIES-BAS		51,117.00	0.00	51,117.00	48,826.80	4,553.20	-2,263.00
A 2020.160-2	BUILDG OFFICE SALARIES-RWC		69,979.00	0.00	69,979.00	64,327.14	5,911.53	-259.67
A 2020.160-3	BUILDG OFFICE SALARIES-WLB		56,277.00	0.00	56,277.00	52,168.16	4,761.51	-652.67
A 2020.200-1	EQUIPMENT-BAS		8,500.00	0.00	8,500.00	8,500.00	0.00	0.00
A 2020.4	SUPERVISION EXPENSES		1,000.00	0.00	1,000.00	146.57	478.43	375.00
A 2020.401	SUPERVISION-BAS		200.00	0.00	200.00	0.00	0.00	200.00
A 2020.401-97	SUPERVISION-P/C-BAS		500.00	0.00	500.00	121.68	378.32	0.00
A 2020.402	SUPERVISION-WLB		200.00	0.00	200.00	40.56	0.00	159.44
A 2020.402-97	SUPERVISION-P/C-WLB		500.00	0.00	500.00	105.88	394.12	0.00
A 2020.403	SUPERVISION-RWC		500.00	3,000.00	3,500.00	3,295.13	0.00	204.87
A 2020.403-97	SUPERVISION-P/C-RWC		500.00	0.00	500.00	15.98	484.02	0.00
A 2020.451	SUPERVISION-BAS		440.00	0.00	440.00	344.05	0.00	95.95
A 2020.451-10	OFFICE PAPER-BAS		6,000.00	1,900.00	7,900.00	7,309.50	590.50	0.00
A 2020.451-20	OFFICE PAPER-WLB		6,450.00	0.00	6,450.00	5,604.00	778.00	68.00
A 2020.451-30	OFFICE PAPER-RWC		8,500.00	0.00	8,500.00	7,175.50	1,324.50	0.00
A 2020.452	SUPERVISION-WLB		390.00	0.00	390.00	390.00	0.00	0.00
A 2020.453	SUPERVISION-RWC		470.00	1,000.00	1,470.00	1,288.96	0.00	181.04

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
2020	SUPER. REG. SCHOOL	*	1,053,568.00	-27,800.00	1,025,768.00	937,495.63	87,810.47	461.90
A 2060.15	INSTRUCTIONAL SALARIE		30,000.00	0.00	30,000.00	26,163.06	2,378.54	1,458.40
2060	RESEARCH PLAN/EVAL	*	30,000.00	0.00	30,000.00	26,163.06	2,378.54	1,458.40
A 2070.40	INSERV TRAINING		1,000.00	-900.00	100.00	0.00	0.00	100.00
A 2070.41	INSERVICE TRNG-BAS		500.00	-400.00	100.00	0.00	0.00	100.00
A 2070.42	INSERVICE TRNG-WLB		500.00	-400.00	100.00	0.00	0.00	100.00
A 2070.43	INSERVICE TRNG-RWC		500.00	-400.00	100.00	50.00	0.00	50.00
A 2070.44	INSERVICE TRNG-D.W.		1,000.00	-500.00	500.00	0.00	0.00	500.00
A 2070.444	STAFF DEVELOPMENT		10,000.00	8,280.00	18,280.00	16,828.64	0.00	1,451.36
A 2070.490	BOCES STAFF DEVELOPMENT		26,500.00	0.00	26,500.00	15,500.57	10,999.43	0.00
2070	IN-SERV TRAIN-INSTR.	*	40,000.00	5,680.00	45,680.00	32,379.21	10,999.43	2,301.36
20	Group Insurance	**	1,400,021.00	-25,120.00	1,374,901.00	1,241,253.05	119,976.29	13,671.66
A 2110.12	TEACHERS 1-6 SALARIES		251,352.00	234,090.00	485,442.00	359,547.62	121,360.50	4,533.88
A 2110.120-1	TEACHERS 1-6 SALARIES-BAS		2,117,355.00	232,171.27	2,349,526.27	1,797,294.58	553,180.69	-949.00
A 2110.120-2	TEACHERS 1-6 SALARIES-RWC		2,311,956.00	275,806.65	2,587,762.65	2,064,391.06	524,320.59	-949.00
A 2110.120-3	TEACHERS 1-6 SALARIES-WLB		2,799,920.00	-814,690.92	1,985,229.08	1,465,242.18	485,829.45	34,157.45
A 2110.121-1	KINDERGARTEN TEACHERS SALARIES-BAS		207,954.00	1,711.00	209,665.00	157,248.72	52,416.28	0.00
A 2110.121-2	KINDERGARTEN TEACHERS SALARIES-RWC		348,730.00	21,797.00	370,527.00	277,895.16	92,631.84	0.00
A 2110.121-3	KINDERGARTEN TEACHERS SALARIES-WLB		186,788.00	49,115.00	235,903.00	200,195.04	37,426.96	-1,719.00
A 2110.123-1	AFTER SCHOOL PROGRAMS-BAS		11,650.00	0.00	11,650.00	19,626.94	1,326.99	-9,303.93
A 2110.123-2	AFTER SCHOOL PROGRAMS-RWC		11,700.00	0.00	11,700.00	21,036.70	1,692.32	-11,029.02
A 2110.123-3	AFTER SCHOOL PROGRAMS-WLB		11,650.00	0.00	11,650.00	17,974.64	783.99	-7,108.63
A 2110.124-1	SUPPORT SERVICES SALARIES-BAS		400,000.00	0.00	400,000.00	324,869.34	64,367.81	10,762.85
A 2110.124-2	SUPPORT SERVICES SALARIES-RWC		410,849.00	270,535.90	681,384.90	511,022.68	170,362.22	0.00
A 2110.124-3	SUPPORT SERVICES SALARIES-WLB		268,709.00	225,043.00	493,752.00	385,904.53	108,544.95	-697.48
A 2110.129-1	EXTRA DUTIES/SERVICES-BAS		35,000.00	0.00	35,000.00	28,523.65	0.00	6,476.35
A 2110.129-2	EXTRA DUTIES/SERVICES-RWC		25,000.00	0.00	25,000.00	21,262.09	0.00	3,737.91
A 2110.129-3	EXTRA DUTIES/SERVICES-WLB		15,000.00	0.00	15,000.00	21,888.82	0.00	-6,888.82
A 2110.140-1	SUB TEACHERS SALARIES-BAS		80,000.00	0.00	80,000.00	52,765.00	0.00	27,235.00
A 2110.140-2	SUB TEACHERS SALARIES-RWC		70,000.00	0.00	70,000.00	63,250.00	0.00	6,750.00
A 2110.140-3	SUB TEACHERS SALARIES-WLB		65,000.00	0.00	65,000.00	39,505.00	0.00	25,495.00
A 2110.160-1	LCH/CRM/CPY AIDES-BAS		209,672.00	0.00	209,672.00	218,568.90	21,522.52	-30,419.42

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.160-2	LCH/CRM/CPY AIDES-RWC	150,423.00	0.00	150,423.00	202,159.43	3,047.67	-54,784.10
A 2110.160-3	LCH/CRM/CPY AIDES-WLB	173,689.00	0.00	173,689.00	138,833.19	5,362.92	29,492.89
A 2110.239	INSTRU MUSIC	5,000.00	-4,800.00	200.00	0.00	0.00	200.00
A 2110.4	TEACHING EXPENSES	0.00	117.00	117.00	117.00	0.00	0.00
A 2110.400-71	COPIER LEASES-BAS	25,000.00	2,195.00	27,195.00	22,453.23	3,542.10	1,199.67
A 2110.400-72	COPIER LEASES-WLB	26,000.00	975.00	26,975.00	24,651.56	2,688.97	-365.53
A 2110.400-73	COPIER LEASES-RWC	29,000.00	4,653.00	33,653.00	30,963.77	2,382.56	306.67
A 2110.402-4	SOCIAL STUDIES	2,900.00	0.00	2,900.00	0.00	0.00	2,900.00
A 2110.402-71	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-72	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-73	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00
A 2110.402-81	SCIENCE-BAS	175.00	0.00	175.00	0.00	0.00	175.00
A 2110.402-82	SCIENCE-RWC	150.00	0.00	150.00	0.00	0.00	150.00
A 2110.402-83	SCIENCE-WLB	175.00	0.00	175.00	0.00	0.00	175.00
A 2110.402-91	ESL-BAS	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.402-92	ESL-RWC	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.402-93	ESL-WLB	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-51	PHYSICAL ED-BAS	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-52	PHYSICAL ED-RWC	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-53	PHYSICAL ED-WLB	50.00	0.00	50.00	0.00	0.00	50.00
A 2110.403-81	VOCAL MUSIC-BAS	150.00	599.09	749.09	749.09	0.00	0.00
A 2110.403-82	VOCAL MUSIC-RWC	175.00	1,328.16	1,503.16	1,467.91	0.00	35.25
A 2110.403-83	VOCAL MUSIC-WLB	175.00	0.00	175.00	175.00	0.00	0.00
A 2110.403-91	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	933.99	0.00	1,066.01
A 2110.403-92	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	957.99	0.00	1,042.01
A 2110.403-93	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	912.99	0.00	1,087.01
A 2110.404-5	OUTDOOR EDUCATION	600.00	0.00	600.00	0.00	0.00	600.00
A 2110.405-4	CHALLENGE	850.00	0.00	850.00	555.00	0.00	295.00
A 2110.406-41	STAFF MILEAGE-BAS	500.00	0.00	500.00	62.07	87.93	350.00
A 2110.406-42	STAFF MILEAGE-RWC	500.00	0.00	500.00	29.08	50.00	420.92
A 2110.406-43	STAFF MILEAGE-WLB	500.00	0.00	500.00	0.00	175.00	325.00
A 2110.450-1	BAS-GENERAL INSTR SUPPLIES	13,840.00	-117.00	13,723.00	13,074.71	155.44	492.85
A 2110.450-2	WLB-GENERAL INSTR SUPPLIES	12,400.00	0.00	12,400.00	9,400.50	188.20	2,811.30

VALLEY STREAM UFSD # 24**Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025**

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.450-3	RWC-GENERAL INSTR SUPPLIES	15,360.00	0.00	15,360.00	13,680.13	1,676.82	3.05
A 2110.450-4	MATH SUPPLIES	16,600.00	0.00	16,600.00	927.64	0.00	15,672.36
A 2110.451-01	BAS-KINDERGARTEN	1,500.00	0.00	1,500.00	1,364.71	0.00	135.29
A 2110.451-02	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	1,105.41	0.00	394.59
A 2110.451-03	RWC-KINDERGARTEN	3,000.00	0.00	3,000.00	2,413.59	0.00	586.41
A 2110.452-41	READING SUPPLIES-BAS	2,000.00	0.00	2,000.00	1,004.77	0.00	995.23
A 2110.452-42	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	572.40	0.00	1,427.60
A 2110.452-43	READING SUPPLIES-RWC	2,000.00	0.00	2,000.00	1,849.15	3.99	146.86
A 2110.452-51	EARLY INTERV SUPPLIES-BAS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.452-52	EARLY INTERV SUPPLIES-WLB	1,000.00	0.00	1,000.00	371.03	0.00	628.97
A 2110.452-53	EARLY INTERV SUPPLIES-RWC	2,500.00	0.00	2,500.00	871.17	0.00	1,628.83
A 2110.452-6	SLES-FOREIGN LANG	6,000.00	0.00	6,000.00	80.83	0.00	5,919.17
A 2110.452-7	HEALTH	0.00	0.00	0.00	0.00	0.00	0.00
A 2110.452-71	HEALTH-BAS	700.00	0.00	700.00	112.00	0.00	588.00
A 2110.452-72	HEALTH-RWC	650.00	0.00	650.00	189.91	0.00	460.09
A 2110.452-73	HEALTH-WLB	650.00	0.00	650.00	189.96	195.00	265.04
A 2110.452-8	SCIENCE	106,400.00	0.00	106,400.00	102,948.30	0.00	3,451.70
A 2110.452-81	SCIENCE-BAS	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 2110.452-82	SCIENCE-RWC	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 2110.452-83	SCIENCE-WLB	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 2110.452-91	ESL-BAS	400.00	0.00	400.00	162.57	0.00	237.43
A 2110.452-92	ESL-RWC	300.00	0.00	300.00	267.37	4.99	27.64
A 2110.452-93	ESL-WLB	300.00	0.00	300.00	129.23	0.00	170.77
A 2110.453-01	BAS-ART	3,300.00	0.00	3,300.00	2,717.68	0.00	582.32
A 2110.453-02	WLB-ART	3,300.00	0.00	3,300.00	2,835.32	463.49	1.19
A 2110.453-03	RWC-ART	3,800.00	0.00	3,800.00	3,336.31	461.84	1.85
A 2110.453-51	BAS-PHYSICAL ED	1,300.00	0.00	1,300.00	441.59	814.90	43.51
A 2110.453-52	WLB-PHYSICAL ED	1,300.00	0.00	1,300.00	574.58	0.00	725.42
A 2110.453-53	RWC-PHYSICAL ED	1,600.00	0.00	1,600.00	1,345.18	0.00	254.82
A 2110.453-81	VOCAL MUSIC-BAS	790.00	-599.09	190.91	190.91	0.00	0.00
A 2110.453-82	VOCAL MUSIC-RWC	930.00	-739.08	190.92	190.92	0.00	0.00
A 2110.453-83	VOCAL MUSIC-WLB	780.00	-589.08	190.92	190.92	0.00	0.00
A 2110.453-91	INSTRU MUSIC-BAS	2,000.00	1,600.00	3,600.00	3,544.35	0.00	55.65

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.453-92	INSTRU MUSIC-RWC		2,000.00	1,600.00	3,600.00	3,543.49	0.00	56.51
A 2110.453-93	INSTRU MUSIC-WLB		2,000.00	1,600.00	3,600.00	3,522.89	0.00	77.11
A 2110.455-01	BAS-SUPPLEMENTAL		3,000.00	0.00	3,000.00	2,989.97	0.00	10.03
A 2110.455-02	WLB-SUPPLEMENTAL		2,600.00	0.00	2,600.00	0.00	0.00	2,600.00
A 2110.455-03	RWC-SUPPLEMENTAL		3,100.00	0.00	3,100.00	116.96	0.00	2,983.04
A 2110.455-4	CHALLENGE		2,800.00	0.00	2,800.00	1,105.52	0.00	1,694.48
A 2110.455-41	BAS-CHALLENGE		1,400.00	0.00	1,400.00	862.72	0.00	537.28
A 2110.455-42	WLB-CHALLENGE		1,200.00	0.00	1,200.00	867.00	0.00	333.00
A 2110.455-43	RWC-CHALLENGE		1,450.00	0.00	1,450.00	832.40	0.00	617.60
A 2110.456	District Workbooks		10,000.00	-1,924.81	8,075.19	0.00	0.00	8,075.19
A 2110.47	TUITION		15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
A 2110.473	CHARTER SCHOOL TUITION		48,000.00	114,391.00	162,391.00	158,410.63	3,980.17	0.20
A 2110.48	TEXTBOOKS		16,000.00	3,149.81	19,149.81	16,274.81	1,650.00	1,225.00
A 2110.480-1	BAS TEXTBOOKS		9,600.00	0.00	9,600.00	9,199.99	400.00	0.01
A 2110.480-2	WLB TEXTBOOKS		8,500.00	-1,225.00	7,275.00	3,230.63	400.00	3,644.37
A 2110.480-3	RWC TEXTBOOKS		10,200.00	0.00	10,200.00	9,756.59	400.00	43.41
A 2110.482-41	READING/SUPPORT TEXTBOOKS BAS		2,600.00	0.00	2,600.00	1,703.67	0.00	896.33
A 2110.482-42	READING/SUPPORT TEXTBOOKS WLB		2,400.00	0.00	2,400.00	0.00	0.00	2,400.00
A 2110.482-43	READING/SUPPORT TEXTBOOKS RWC		2,700.00	0.00	2,700.00	936.58	0.00	1,763.42
A 2110.482-44	SOCIAL STUDIES TEXT		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
A 2110.482-6	SLES-FOREIGN LANG TEXTBOOKS		7,000.00	0.00	7,000.00	0.00	0.00	7,000.00
A 2110.482-9	ESL TEXTBOOKS		2,300.00	0.00	2,300.00	1,537.13	0.00	762.87
A 2110.484	MATH TEXTBOOKS		16,000.00	0.00	16,000.00	306.90	0.00	15,693.10
A 2110.485	SCIENCE TEXTBOOKS		8,200.00	0.00	8,200.00	0.00	0.00	8,200.00
A 2110.49	BOCES SERVICES		3,200.00	0.00	3,200.00	0.00	3,200.00	0.00
A 2110.492-9	ESL		37,500.00	0.00	37,500.00	25,847.95	11,652.05	0.00
A 2110.494-5	OUTDOOR EDUCATION		40,000.00	0.00	40,000.00	2,675.00	37,325.00	0.00
A 2110.495-5	BOCES-ARTS IN EDUC		25,000.00	0.00	25,000.00	24,104.32	895.68	0.00
2110	REGULAR SCHOOL	*	10,760,797.00	617,792.90	11,378,589.90	8,906,942.24	2,316,971.83	154,675.83
A 2111.154-5	OUTDOOR EDUCATION SALARIES		0.00	0.00	0.00	258.82	0.00	-258.82
2111	ENG. SEC.LANG.	*	0.00	0.00	0.00	258.82	0.00	-258.82
21	New York State Income Tax	**	10,760,797.00	617,792.90	11,378,589.90	8,907,201.06	2,316,971.83	154,417.01
A 2250.140	CSE CHAIRPERSON PER DIEM		0.00	20,000.00	20,000.00	18,000.00	0.00	2,000.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2250.150-1	RR/SPEECH/CID SALARIES-BAS	275,000.00	0.00	275,000.00	164,181.69	51,897.82	58,920.49
A 2250.150-2	RR/SPEECH/CID SALARIES-RWC	680,000.00	-54,393.25	625,606.75	439,087.96	138,778.62	47,740.17
A 2250.150-3	RR/SPEECH/CID SALARIES-WLB	637,269.00	-50,960.58	586,308.42	396,576.74	126,510.80	63,220.88
A 2250.151	INCLUSION TEACHERS SALARIES	98,239.00	0.00	98,239.00	0.00	0.00	98,239.00
A 2250.151-1	INCLUSION TEACHERS SALARIES-BAS	460,000.00	128,883.30	588,883.30	441,559.02	147,324.28	0.00
A 2250.151-2	INCLUSION TEACHERS SALARIES-RWC	1,200,000.00	-624,462.20	575,537.80	419,673.42	110,886.58	44,977.80
A 2250.151-3	INCLUSION TEACHERS SALARIES-WLB	292,237.00	0.00	292,237.00	216,212.22	72,070.78	3,954.00
A 2250.152	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 2250.16	CSE OFFICE SALARIES	142,542.00	0.00	142,542.00	122,819.30	10,148.98	9,573.72
A 2250.161	INCLUSION AIDES SALARIES	70,000.00	0.00	70,000.00	26,735.40	2,970.60	40,294.00
A 2250.161-1	INCLUSION AIDES SALARIES-BAS	64,270.00	0.00	64,270.00	73,308.35	11,696.98	-20,735.33
A 2250.161-2	INCLUSION AIDES SALARIES-RWC	165,000.00	11,745.11	176,745.11	194,636.45	49,172.09	-67,063.43
A 2250.161-3	INCLUSION AIDES SALARIES-WLB	175,493.00	39,215.47	214,708.47	188,470.26	43,203.03	-16,964.82
A 2250.2	SPECIAL ED EQUIP GENERAL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.237	CID EQUIPMENT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.4	SPECIAL ED EXPENSES	15,000.00	62,500.00	77,500.00	50,200.81	17,764.34	9,534.85
A 2250.400-1	Copy Machine Lease Service	6,000.00	0.00	6,000.00	5,183.37	816.63	0.00
A 2250.400-3	SPECIAL ED RELATED SERVICES	310,000.00	59,500.00	369,500.00	275,074.02	94,249.98	176.00
A 2250.403-97	PETTY CASH	100.00	0.00	100.00	0.00	100.00	0.00
A 2250.45	SPECIAL ED SUPPLIES	5,000.00	5,000.00	10,000.00	8,000.84	887.88	1,111.28
A 2250.451	OFFICE PAPER-CSE	500.00	0.00	500.00	0.00	500.00	0.00
A 2250.453-41	SPEECH SUPPLIES-BAS	300.00	0.00	300.00	185.77	0.00	114.23
A 2250.453-42	SPEECH SUPPLIES-RWC	350.00	0.00	350.00	217.84	0.00	132.16
A 2250.453-43	SPEECH SUPPLIES-WLB	350.00	0.00	350.00	287.76	0.00	62.24
A 2250.453-5	SPECIAL ED-SPEECH K	500.00	0.00	500.00	0.00	0.00	500.00
A 2250.453-62	RESOURCE ROOM-RWC	1,000.00	0.00	1,000.00	352.98	0.00	647.02
A 2250.453-63	RESOURCE ROOM-WLB	1,000.00	0.00	1,000.00	487.34	0.00	512.66
A 2250.453-72	CID SUPPLIES-RWC	660.00	6,500.00	7,160.00	7,046.12	0.00	113.88
A 2250.453-73	CID SUPPLIES-WLB	1,340.00	0.00	1,340.00	967.88	0.00	372.12
A 2250.453-81	INCLUSION SUPPLIES-BAS	0.00	800.00	800.00	799.84	0.00	0.16
A 2250.453-82	INCLUSION SUPPLIES-RWC	0.00	1,000.00	1,000.00	717.80	13.73	268.47
A 2250.453-83	INCLUSION SUPPLIES-WLB	0.00	800.00	800.00	379.75	0.00	420.25
A 2250.477	SPECIAL ED-TUITION	1,420,500.00	-69,498.00	1,351,002.00	274,311.70	900,069.28	176,621.02

VALLEY STREAM UFSD # 24

Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2250.483-7	CID TEXTBOOKS		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 2250.490	BOCES SERVICES		3,456,018.00	0.00	3,456,018.00	2,258,699.40	1,197,318.60	0.00
2250	HANDICAPPED PROGRAM	*	9,484,168.00	-464,370.15	9,019,797.85	5,584,174.03	2,976,381.00	459,242.82
22	Federal Income Tax	**	9,484,168.00	-464,370.15	9,019,797.85	5,584,174.03	2,976,381.00	459,242.82
A 2330.45	SUMMER SCHOOL SUPPLIES		1,000.00	553.59	1,553.59	553.59	175.00	825.00
A 2330.49	BOCES SUMMER SCHOOL		25,000.00	0.00	25,000.00	15,131.41	9,868.59	0.00
2330	OTHER SPEC. SCHOOLS	*	26,000.00	553.59	26,553.59	15,685.00	10,043.59	825.00
23	Income Executions	**	26,000.00	553.59	26,553.59	15,685.00	10,043.59	825.00
A 2610.150-1	LIBRARY SALARIES-BAS		96,847.00	0.00	96,847.00	72,265.50	24,088.50	493.00
A 2610.150-2	LIBRARY SALARIES-RWC		83,294.00	6,912.00	90,206.00	68,706.84	23,300.16	-1,801.00
A 2610.150-3	LIBRARY SALARIES-WLB		140,576.00	2,105.00	142,681.00	107,010.72	35,670.28	0.00
A 2610.2	EQUIPMENT-LIBRARY		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 2610.405	AUDIO VISUAL EXPENSES		40,000.00	-39,092.00	908.00	580.98	0.00	327.02
A 2610.45	LIBRARY SUPPLIES		1,800.00	2,846.00	4,646.00	3,720.81	0.00	925.19
A 2610.451	LIBRARY BOOKS-BAS		6,800.00	716.57	7,516.57	7,309.90	0.00	206.67
A 2610.452	LIBRARY BOOKS-RWC		7,985.00	-59.07	7,925.93	7,901.91	0.00	24.02
A 2610.453	LIBRARY BOOKS-WLB		6,965.00	-657.50	6,307.50	6,221.56	0.00	85.94
A 2610.455	AUDIO VISUAL SUPPLIES		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 2610.46	LIBRARY COMPUTER SOFTWARE		3,000.00	1,154.00	4,154.00	1,697.00	0.00	2,457.00
A 2610.49	BOCES		27,500.00	0.00	27,500.00	18,999.78	8,500.22	0.00
2610	LIBRARY	*	416,767.00	-28,075.00	388,692.00	294,415.00	91,559.16	2,717.84
A 2630.12	COMPUTER SALARY		268,357.00	1,939.75	270,296.75	198,132.17	67,630.70	4,533.88
A 2630.2	COMPUTER EQUIPMENT		15,600.00	0.00	15,600.00	14,593.00	0.00	1,007.00
A 2630.4	COMPUTER EXPENSES		7,548.00	0.00	7,548.00	6,980.27	17.61	550.12
A 2630.45	COMPUTER SUPPLIES		96,300.00	2,627.48	98,927.48	92,262.17	6,251.80	413.51
A 2630.46	COMPUTER SOFTWARE		61,228.00	-13,300.00	47,928.00	25,297.45	499.99	22,130.56
A 2630.49	BOCES E-RATE SERVICES		326,400.00	10,672.52	337,072.52	291,324.28	35,075.72	10,672.52
2630	COMPUTER ASSISTED INSTRUCT.	*	775,433.00	1,939.75	777,372.75	628,589.34	109,475.82	39,307.59
26	Social Security Tax	**	1,192,200.00	-26,135.25	1,166,064.75	923,004.34	201,034.98	42,025.43
A 2805.4	ATTENDANCE EXPENSES		20,000.00	0.00	20,000.00	0.00	20,000.00	0.00
2805	ATTENDANCE	*	20,000.00	0.00	20,000.00	0.00	20,000.00	0.00
A 2815.16	SCHOOL NURSES SALARIES		73,361.00	0.00	73,361.00	54,753.84	18,251.16	356.00
A 2815.160-1	SCHOOL NURSES SALARIES-BAS		64,400.00	0.00	64,400.00	48,229.78	16,315.22	-145.00

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Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2815.160-2	SCHOOL NURSES SALARIES-RWC	75,816.00	0.00	75,816.00	55,817.28	18,605.72	1,393.00
A 2815.160-3	SCHOOL NURSES SALARIES-WLB	64,830.00	0.00	64,830.00	58,833.90	6,537.10	-541.00
A 2815.4	HEALTH SERVICES EXPENSES	75,000.00	46,425.00	121,425.00	89,362.21	18,224.13	13,838.66
A 2815.400-1	HEALTH SERVICES EXPENSES-BAS	0.00	1,000.00	1,000.00	908.22	0.00	91.78
A 2815.401	OCCUPATIONAL THERAPY EXPENSES	0.00	4,999.00	4,999.00	0.00	0.00	4,999.00
A 2815.450-1	HEALTH SERVICE SUPPLIES-BAS	2,900.00	0.00	2,900.00	2,421.34	0.00	478.66
A 2815.450-2	HEALTH SERVICE SUPPLIES-RWC	2,900.00	0.00	2,900.00	2,136.09	76.91	687.00
A 2815.450-3	HEALTH SERVICE SUPPLIES-WLB	2,900.00	0.00	2,900.00	1,973.58	881.49	44.93
A 2815.452-51	DIAGNOSTIC SCREEN SUPPLIES-BAS	5,650.00	-1,000.00	4,650.00	3,675.94	0.00	974.06
A 2815.452-52	DIAGNOSTIC SCREEN SUPPLIES-RWC	5,700.00	0.00	5,700.00	1,357.93	0.00	4,342.07
A 2815.452-53	DIAGNOSTIC SCREEN SUPPLIES-WLB	5,650.00	0.00	5,650.00	2,707.71	0.00	2,942.29
A 2815.453	OCCUPATIONAL THERAPY SUPPLIES	0.00	4,999.00	4,999.00	3,062.73	0.00	1,936.27
A 2815.473	SPEECH SERV-PAROC	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
A 2815.49	BOCES-HEALTH SERV	20,000.00	37,000.00	57,000.00	29,030.63	139,000.00	-111,030.63
2815	HEALTH SERVICES *	400,607.00	93,423.00	494,030.00	354,271.18	217,891.73	-78,132.91
A 2820.151-71	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-BAS	128,242.00	41,016.50	169,258.50	126,943.92	42,314.58	0.00
A 2820.151-72	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-RWC	197,383.00	-2,173.00	195,210.00	126,193.86	42,064.64	26,951.50
A 2820.151-73	INSTRUCTIONAL SALARIES-PSYCHOLOGIST-WLB	221,079.00	0.00	221,079.00	178,184.78	40,461.22	2,433.00
A 2820.155-0	EARLY ID TEACHERS SALARIES	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
A 2820.161	THERAPIST SALARIES	0.00	0.00	0.00	48,787.80	16,600.58	-65,388.38
A 2820.400-1	PSYCH EXPENSES-BAS	250.00	0.00	250.00	0.00	0.00	250.00
A 2820.400-2	PSYCH EXPENSES-RWC	300.00	0.00	300.00	0.00	0.00	300.00
A 2820.400-3	PSYCH EXPENSES-WLB	300.00	0.00	300.00	203.66	0.00	96.34
A 2820.451-71	PSYCH SUPPLIES-BAS	300.00	0.00	300.00	97.80	0.00	202.20
A 2820.451-72	PSYCH SUPPLIES-RWC	350.00	0.00	350.00	214.80	0.00	135.20
A 2820.451-73	PSYCH SUPPLIES-WLB	350.00	0.00	350.00	0.00	0.00	350.00
A 2820.455-0	EARLY ID-SUPPLIES	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2820	PSYCHOLOGY SERVICES *	551,554.00	38,843.50	590,397.50	480,626.62	141,441.02	-31,670.14
A 2825.150-1	SOCIAL WORKER SALARIES-BAS	140,576.00	0.00	140,576.00	105,619.50	35,212.50	-256.00
A 2825.150-2	SOCIAL WORKER SALARIES-RWC	139,853.00	2,420.00	142,273.00	106,704.72	35,568.28	0.00
A 2825.400-1	SOCIAL WORKER EXPENSES-BAS	200.00	0.00	200.00	0.00	0.00	200.00

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2825.45	SOCIAL WORKER SUPPLIES		300.00	0.00	300.00	176.99	0.00	123.01
A 2825.450-2	SOCIAL WORKER SUPPLIES-RWC		200.00	0.00	200.00	0.00	0.00	200.00
2825	SOCIAL WORK SRVC-REG SCHOOL	*	281,129.00	2,420.00	283,549.00	212,501.21	70,780.78	267.01
28	New York City Income Tax	**	1,253,290.00	134,686.50	1,387,976.50	1,047,399.01	450,113.53	-109,536.04
2		***	24,116,476.00	237,407.59	24,353,883.59	17,718,716.49	6,074,521.22	560,645.88
A 5540.4	TRANSPORTATION EXPENSES		1,782,293.00	0.00	1,782,293.00	1,453,333.82	297,770.38	31,188.80
A 5540.405	TRANSPORT/SCHOOL TRIP		32,000.00	0.00	32,000.00	8,230.11	23,569.89	200.00
5540	CONTRACTED TRANSPORTATION	*	1,814,293.00	0.00	1,814,293.00	1,461,563.93	321,340.27	31,388.80
A 5581.49	BOCES/TRANSP. EXPENSE		357,515.00	0.00	357,515.00	268,635.25	88,879.75	0.00
A 5581.491	SUMMER SPECIAL ED. TRANSPORTATION		12,000.00	0.00	12,000.00	0.00	12,000.00	0.00
5581	TRANS. BOCES	*	369,515.00	0.00	369,515.00	268,635.25	100,879.75	0.00
55		**	2,183,808.00	0.00	2,183,808.00	1,730,199.18	422,220.02	31,388.80
5		***	2,183,808.00	0.00	2,183,808.00	1,730,199.18	422,220.02	31,388.80
A 8070.4	CENSUS EXPENSES		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
A 8070.45	CENSUS SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
8070	CENSUS	*	1,200.00	-1,000.00	200.00	0.00	0.00	200.00
80		**	1,200.00	-1,000.00	200.00	0.00	0.00	200.00
8		***	1,200.00	-1,000.00	200.00	0.00	0.00	200.00
A 9010.8	EMPLOYEE RETIREMENT		453,862.00	-18,000.00	435,862.00	260,018.00	981.00	174,863.00
9010	EMP. RETIREMENT SYSTEM	*	453,862.00	-18,000.00	435,862.00	260,018.00	981.00	174,863.00
A 9020.8	TEACHERS RETIREMENT		1,633,111.00	0.00	1,633,111.00	0.00	0.00	1,633,111.00
9020	TEACHERS RETIRE. SYSTEM	*	1,633,111.00	0.00	1,633,111.00	0.00	0.00	1,633,111.00
A 9030.8	SOCIAL SECURITY		1,468,479.00	0.00	1,468,479.00	1,148,207.80	0.00	320,271.20
9030	FICA	*	1,468,479.00	0.00	1,468,479.00	1,148,207.80	0.00	320,271.20
A 9040.8	WORKERS COMP		110,641.00	0.00	110,641.00	101,179.00	0.00	9,462.00
9040	WORKMEN'S COMPENSATION	*	110,641.00	0.00	110,641.00	101,179.00	0.00	9,462.00
A 9050.8	UNEMPLOYMENT INSURANCE		25,000.00	-14,188.00	10,812.00	1,174.68	3,825.32	5,812.00
9050	UNEMPLOYMENT	*	25,000.00	-14,188.00	10,812.00	1,174.68	3,825.32	5,812.00
A 9060.8	HOSP & MED INSUR		4,875,642.00	-237,816.00	4,637,826.00	3,315,224.80	0.00	1,322,601.20
A 9060.85	DENTAL INSURANCE		202,700.00	-60,000.00	142,700.00	123,348.05	0.00	19,351.95
A 9060.850	Dental Insurance		0.00	0.00	0.00	0.00	0.00	0.00
9060	HEALTH INSURANCE	*	5,078,342.00	-297,816.00	4,780,526.00	3,438,572.85	0.00	1,341,953.15
A 9089.15	ACCUM LEAVE		0.00	0.00	0.00	25,895.94	0.00	-25,895.94

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Appropriation Status Detail Report By Function From 7/1/2024 To 5/31/2025



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
9089	OTHER	*	0.00	0.00	0.00	25,895.94	0.00	-25,895.94
90		**	8,769,435.00	-330,004.00	8,439,431.00	4,975,048.27	4,806.32	3,459,576.41
A 9710.6	PRINCIPAL ON INDEBTED		162,920.00	0.00	162,920.00	162,919.81	0.00	0.19
A 9710.7	INTEREST ON INDEBTEDN		66,967.00	0.00	66,967.00	66,966.09	0.00	0.91
9710	DEBT SERVICE-SERIAL BONDS	*	229,887.00	0.00	229,887.00	229,885.90	0.00	1.10
97	Endowment, Scholarship and Gift Fund	**	229,887.00	0.00	229,887.00	229,885.90	0.00	1.10
A 9901.93	TRANSFER TO SCHOOL FOOD		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 9901.95	TRANSFER TO SPECIAL AID		40,000.00	0.00	40,000.00	0.00	0.00	40,000.00
9901	TRANSFER TO SPECIAL AID	*	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
A 9950.9	INTERFUND TRANSFER		0.00	850,000.00	850,000.00	850,000.00	0.00	0.00
9950	TRANSFER TO CAPITAL	*	0.00	850,000.00	850,000.00	850,000.00	0.00	0.00
99		**	50,000.00	850,000.00	900,000.00	850,000.00	0.00	50,000.00
9		***	9,049,322.00	519,996.00	9,569,318.00	6,054,934.17	4,806.32	3,509,577.51
Fund ATotals:			39,282,476.00	1,064,343.26	40,346,819.26	29,076,239.03	6,980,463.46	4,290,116.77
Grand Totals:			39,282,476.00	1,064,343.26	40,346,819.26	29,076,239.03	6,980,463.46	4,290,116.77

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	REAL PROPERTY TAXES	22,989,192.00	0.00	22,989,192.00	23,053,977.40	-64,785.40
A 1052	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	338,937.65	-338,937.65
A 1090	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	26,030.95	-26,030.95
A 2280	HEALTH SERV OTHER DIST	0.00	0.00	0.00	181,215.48	-181,215.48
A 2304	TRANSPORTATION OTHR DIST	0.00	0.00	0.00	14,656.25	-14,656.25
A 2401	INTEREST AND EARNINGS	285,000.00	0.00	285,000.00	433,223.28	-148,223.28
A 2412	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	910.00	-910.00
A 2670	SALE OF PROPERTY	0.00	0.00	0.00	767.50	-767.50
A 2701	REFUNDS OF PRIOR YR EXP- BOCES ONLY	0.00	0.00	0.00	200,897.44	-200,897.44
A 2703	REFUND OF PRIOR YEAR EXP-OTHER	0.00	0.00	0.00	-2,711.36	2,711.36
A 2770	OTHER UNCLASSIFIED REV	1,169,749.00	0.00	1,169,749.00	677.06	1,169,071.94
A 2771.ERA.TE	E-RATE REFUND	0.00	0.00	0.00	54,053.06	-54,053.06
A 3101	STATE AID-BASIC FORMULA	13,938,535.00	0.00	13,938,535.00	8,639,286.42	5,299,248.58
A 3101.E	EXCESS COST AID	0.00	0.00	0.00	1,459,547.80	-1,459,547.80
A 3102	STATE AID-LOTTERY	0.00	0.00	0.00	2,138,082.28	-2,138,082.28
A 3103	STATE AID-BOCES	0.00	0.00	0.00	130,937.75	-130,937.75
A 3260	STATE AID-TEXTBOOKS	0.00	0.00	0.00	69,609.00	-69,609.00
A 3262	STATE AID-COMPUTER SOFTWARE	0.00	0.00	0.00	36,180.00	-36,180.00
A 3289	OTHER STATE AID	0.00	0.00	0.00	6,000.00	-6,000.00
A 4601	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	86,315.41	-86,315.41
A Totals:		38,382,476.00	0.00	38,382,476.00	36,868,593.37	1,513,882.63
C 2401	INTEREST & EARNINGS	0.00	0.00	0.00	182.83	-182.83
C 3190	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	107,618.00	-107,618.00
C 3191	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	18,831.00	-18,831.00
C 4190	FEDERAL AID - LUNCH	0.00	0.00	0.00	147,307.00	-147,307.00
C 4191	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	25,632.00	-25,632.00
C Totals:		0.00	0.00	0.00	299,570.83	-299,570.83
CM 2401	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	7.81	-7.81
CM Totals:		0.00	0.00	0.00	7.81	-7.81
F 2401	INTEREST & EARNINGS	0.00	0.00	0.00	663.38	-663.38

VALLEY STREAM UFSD # 24

Revenue Status Report By Function From 7/1/2024 To 5/31/2025



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
F 3289	OTHER STATE AID	0.00	0.00	0.00	164,959.05	-164,959.05
F 3289.10.25.0409	UPK STATE GRANT - 2024-25 - 5870-25-0409	428,878.00	0.00	428,878.00	214,439.00	214,439.00
F 4289.02.25.0032	SEC 611 - 0032-25-0433 - 2024-2025	389,673.00	0.00	389,673.00	77,934.00	311,739.00
F 4289.03.25.0033	SEC 619 - 0033-25-0433 - 2024-2025	21,575.00	0.00	21,575.00	4,315.00	17,260.00
F 4289.07.25.0021	TITLE IA - 2024-25 - 0021-25-1565	154,515.00	0.00	154,515.00	30,903.00	123,612.00
F 4289.08.25.0147	TITLE IIA - 2024-25 - 0147-25-1565	27,645.00	0.00	27,645.00	5,529.00	22,116.00
F 4289.09.25.0293	TITLE IIIA ELL - 2024-25 - 0293-25-1565	17,724.00	0.00	17,724.00	3,544.00	14,180.00
F 4289.10.25.0149	TITLE III A - IMM 0149-25-1565 2024-2025	24,743.00	0.00	24,743.00	4,948.00	19,795.00
F 4289.13.25.0204	TITLE IV A - 2024-25 - 0204-25-1565	11,752.00	0.00	11,752.00	2,350.00	9,402.00
F 4289.80.21.5880	ARP-ESSER - 2020-24 - 5880-21-1565	0.00	0.00	0.00	64,702.19	-64,702.19
F 4289.82.21.5882	ARP-ESSER STATE RESERVES- SUMMER LEARNING & ENRICHMENT - 2020-24 - 5882-21- 1565	0.00	0.00	0.00	80,002.00	-80,002.00
F 4289.83.21.5883	ARP-ESSER STATE RESERVES- COMPREHENSIVE AFTER SCHOOL - 2020-24 - 5883-21-1565	0.00	0.00	0.00	74,955.61	-74,955.61
F 4289.84.21.5884	ARP-ESSER STATE RESERVES- LEARNING LOSS - 2020-24 - 5884-21-1565	0.00	0.00	0.00	130,690.28	-130,690.28
F Totals:		1,076,505.00	0.00	1,076,505.00	859,934.51	216,570.49
H 2401	INTEREST & EARNINGS	0.00	0.00	0.00	113.74	-113.74
H 3297.DAS.NY	STATE AIDE OTHER: DASNY GRANTS	0.00	500,000.00	500,000.00	0.00	500,000.00
H 5031	INTERFUND TRANSFER	0.00	0.00	0.00	850,000.00	-850,000.00
H Totals:		0.00	500,000.00	500,000.00	850,113.74	-350,113.74
Grand Totals:		39,458,981.00	500,000.00	39,958,981.00	38,878,220.26	1,080,760.74

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2024 - 5/31/2025



Account	Description	Debits	Credits
A 200G	NY CLASS	2,243,962.99	0.00
A 200H	METROPOLITAN COMMERCIAL BANK	5,693,591.14	0.00
A 203	CASH CHECKING-CHASE	10,480,711.98	0.00
A 204	CASH CHECKING-CHASE - TA	71,645.42	0.00
A 204A	CASH STUDENT DEPOSIT	19,190.44	0.00
A 204B	CASH - NET PAYROLL	6,217.09	0.00
A 250	TAXES RECEIVABLE	3,324,306.00	0.00
A 380	ACCOUNTS RECEIVABLE	1,534.50	0.00
A 391C	DUE FROM CAFETERIA FUND	453,425.53	0.00
A 391F	DUE FROM FEDERAL FUND	845,760.78	0.00
A 391H	DUE FROM CAPITAL FUND	281,000.00	0.00
A 440	DUE FROM OTHER GOVTS	12,482.12	0.00
A 510	ESTIMATED REVENUES	38,382,476.00	0.00
A 521	ENCUMBRANCES	6,980,463.46	0.00
A 522	APPROPRIATION EXPENSES	29,076,239.03	0.00
A 599	APPROPRIATED FUND BAL	1,964,343.26	0.00
A 600	ACCOUNTS PAYABLE	0.00	95,083.16
A 630	DUE TO OTHER FUNDS	0.00	15,642.93
A 630C	DUE TO CAFETERIA FUND	0.00	328,536.00
A 630F	DUE TO FEDERAL FUND	0.00	2,720.00
A 630H	DUE TO CAPITAL FUND	0.00	1,859,645.97
A 631	DUE TO HIGH SCHOOL DIST	0.00	1,648,780.77
A 632	DUE TO TEACHERS RETIREMT	0.00	156,644.62
A 688.3	OTHER LIABILITIES/AFLAC - SUPP. INSURANCE	0.00	2.50
A 691	DEFERRED REVENUE	0.00	1,534.50
A 718	STATE RETIREMENT	0.00	5,771.93
A 718.1	STATE RETIREMENT - ERS LOAN	0.00	2,533.36
A 718.3	STATE RETIREMENT - ERS ARREARS	0.00	1,227.57
A 720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	5,219.02
A 720.2	GROUP INSURANCE - DENTAL	0.00	50.20
A 726	SOCIAL SECURITY TAXES	543.14	0.00
A 728	NYC INCOME TAX	528.00	0.00
A 729.10	EMPLOYEE ANNUITIES - METLIFE	0.00	480.00
A 738	STUDENT DEPOSITS	0.00	19,269.19
A 815	RESERVE FOR UNEMPLOYMENT	0.00	25,076.18
A 821	RESERVE FOR ENCUMBRANCES	0.00	6,980,463.46
A 827	RESERVE FOR STATE AND LOCAL RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	4,000,899.22
A 828	RESERVE FOR TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	1,174,358.93
A 867	RES FOR ACCR LIAB & EMP BENE	0.00	1,346,601.73
A 878	CAPITAL RESERVE	0.00	1,416,825.36
A 909	FUND BALANCE	0.00	2,635,641.65
A 910	APPROPRIATED FUND BALANCE	0.00	900,000.00
A 960	APPROPRIATIONS	0.00	40,346,819.26
A 980	REVENUES	0.00	36,868,593.37

VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2024 - 5/31/2025



Account	Description	Debits	Credits
A Fund Totals:		99,838,420.88	99,838,420.88
C 203	CASH CHECKING-CHASE	271.49	0.00
C 391	DUE FROM GENERAL FUND	343,536.00	0.00
C 521	ENCUMBRANCES	38,764.85	0.00
C 522	EXPENDITURES	390,593.90	0.00
C 599	APPROPRIATED FUND BALANCE	442,415.00	0.00
C 630	DUE TO OTHER FUNDS	0.00	453,425.53
C 691	DEFERRED REVENUE	0.00	25,808.27
C 821	RESERVE FOR ENCUMBRANCES	0.00	38,764.85
C 909	FUND BALANCE, UNRESERVED	44,403.24	0.00
C 960	APPROPRIATIONS	0.00	442,415.00
C 980	REVENUES	0.00	299,570.83
C Fund Totals:		1,259,984.48	1,259,984.48
CM 200.1	CASH - SCHOLARSHIP CHECKING	394.80	0.00
CM 391	Due From Other Funds	642.93	0.00
CM 899	OTHER RESTRICTED FUND BALANCE	0.00	1,029.92
CM 980	Revenues	0.00	7.81
CM Fund Totals:		1,037.73	1,037.73
F 203	CASH CHECKING-CHASE	526.51	0.00
F 391	DUE FROM GENERAL FUND	2,720.00	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	157,779.44	0.00
F 510	ESTIMATED REVENUE	1,076,505.00	0.00
F 521	ENCUMBRANCES	340,825.08	0.00
F 522	EXPENDITURES	1,567,818.82	0.00
F 599	APPROPRIATED FUND BALANCE	925,443.83	0.00
F 600	ACCOUNTS PAYABLE	0.00	3,361.20
F 630	DUE TO GENERAL FUND	0.00	845,548.83
F 691	COLLECTIONS IN ADVANCE	0.00	20,000.00
F 821	RESERVE FOR ENCUMBRANCES	0.00	340,825.08
F 909	FUND BALANCE, UNRESERVED	0.00	0.23
F 960	APPROPRIATIONS	0.00	2,001,948.83
F 980	REVENUES	0.00	859,934.51
F Fund Totals:		4,071,618.68	4,071,618.68
H 203	CASH CHECKING-CHASE	61.91	0.00
H 391	DUE FROM GENERAL FUND	1,859,434.02	0.00
H 410	STATE & FEDERAL AID RECEIVABLE	677,007.00	0.00
H 510	ESTIMATED REVENUE	500,000.00	0.00
H 521	ENCUMBRANCES	367,455.48	0.00
H 522	EXPENDITURES	283,870.83	0.00
H 599	APPROPRIATED FUND BALANCE	1,756,204.54	0.00
H 630	DUE TO GENERAL FUND	0.00	281,000.00
H 691	DEFERRED INFLOWS OF RESOURCES / BOND PREMIUM	0.00	677,006.96
H 692	COLLECTIONS IN ADVANCE	0.00	90.00
H 821	RESERVE FOR ENCUMBRANCES	0.00	367,455.48
H 878	RESTRICTED/CAPITAL RESERVE	0.00	2,500,000.00
H 909	FUND BALANCE, UNRESERVED	1,487,836.94	0.00



Account	Description	Debits	Credits
H 960	APPROPRIATIONS	0.00	2,256,204.54
H 980	REVENUES	0.00	850,113.74
H Fund Totals:		6,931,870.72	6,931,870.72
Grand Totals:		112,102,932.49	112,102,932.49

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

STUDENT USE OF INTERNET-ENABLED DEVICES

Policy 5100

STUDENT USE OF INTERNET-ENABLED DEVICES

The Board of Education recognizes that students may have personal internet-enabled electronic devices that can perform different functions. These devices create significant distractions and reduce student engagement. Thus, in accordance with the law, this policy aims to maintain an environment conducive to learning and free from distraction.

Definitions

For the purposes of this policy, and consistent with applicable law, the following definitions apply.

“Internet-enabled devices” shall mean and include any smartphone, tablet, smartwatch, or other device capable of connecting to the internet and enabling the user to access content on the internet, including social media applications. This term shall not include:

1. Non-internet enabled devices such as cellular phones or other communication devices not capable of connecting to the internet or enabling the user to access content on the internet; or
2. Internet-enabled devices supplied by the School District that are used for ~~an~~ educational purposes.

“School day” shall mean the entirety of every instructional day, including all instructional and non-instructional time, including but not limited to homeroom periods, lunch, recess, study halls, and passing time.

“School grounds” shall mean in or on or within any building, structure, athletic playing field, playground, or land contained within the real property boundary line of any School District school building. It also includes any location during a school-sponsored field trip and school buses.

Prohibition on Student Use of Internet-Enabled Devices

All students in grades K-~~6+2~~ are prohibited from using internet-enabled devices, as outlined above, anywhere on school grounds during the school day.

During the school day, students and their parents ~~and/or guardians or persons in parental relation~~ may communicate via the school building. The School District will establish and maintain a dedicated phone line for urgent parental communication with students during the school day via the school office phone.

The School District will provide written notification of the parental communication methods to parents ~~and/or guardians or persons in parental relation~~ at the beginning of each school year and upon enrollment of new students.

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VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

STUDENT USE OF INTERNET-ENABLED DEVICES

Policy 5100

Students may store internet-enabled devices in their personal student classroom cubbies and closets~~lockers~~. The School District will provide additional methods of on-site storage where students may store internet-enabled devices during the school day. Based on administrative discretion and budgetary allowances, such methods of on-site storage may include, but are not limited to classroom cubbies, closets, as well as other technology or equipment.

Authorized Student Use of Internet-Enabled Devices

Students will be authorized to use internet-enabled devices during the school day on school grounds only in the following circumstances:

1. If authorized by a teacher, principal, or the School District for a specific educational purpose;
2. Where necessary for the management of a student's healthcare;
3. In the event of an emergency;
4. For translation services;
5. On a case-by-case basis, upon review and determination by a school psychologist, social worker, or counselor, for a student caregiver who is routinely responsible for the care and wellbeing of a family member; or
6. Where required by law.

This policy will not prohibit a student's use of an internet-enabled device where such use is included in the student's:

1. Individualized Education Program (IEP); or
2. Plan developed pursuant to § 504 of the Federal Rehabilitation Act of 1973.

Enforcement

Enforcement of this policy is the responsibility of building administrative staff; however, all designated employees are expected to assist with enforcement. Students in violation of this policy will have their device removed by administrators and retained in a secure location for the student's parents and/or guardians~~or persons in parental relation~~ to retrieve at the end of the school day. Administrators will discuss the aims of this policy with students and their parents and/or guardians~~or persons in parental relation~~, the reasons the student had difficulty following this policy, and how the School District may help the student. Subsequent violations may result in consequences under the School District's code of conduct.

No student will be suspended for their unauthorized use of an internet-enabled device in violation of this policy if such unauthorized use is the sole grounds for the suspension.

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VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY FOUR

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STUDENT USE OF INTERNET-ENABLED DEVICES

Policy 5100

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Annual Reporting

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No later than September 1st of each year, the School District will publish on its website an annual report detailing the School District's enforcement of this policy during the prior school year. The annual report will include non-identifiable demographic data of students who faced disciplinary actions for non-compliance with this policy, as well as analysis of any demographic disparities in the enforcement of this policy. If a statistically significant disparate enforcement impact is identified, the School District's report will include a mitigation action plan.

Publication and Translation

This policy will be published in a clearly visible and accessible location on the School District's website. Translation of this policy into any of the twelve most common, non-English languages spoken by limited-English proficient individuals in the state—based on the data of the most recent United States Census Bureau Survey—will be provided upon request by a student or persons in parental relation to a student.

Cross-ref: 5131{number}, Code of Conduct

Ref: Education Law § 2803
Federal Rehabilitation Act of 1973 § 504, 29 U.S.C. 794

Adoption date: July 1, 2025



Management Advisory Group Special Services, Inc.
Educational and Administrative Consultants
"Doing It Better for Less"

President & CEO
Aimee Skiff

Phone (518) 943-0708
Fax (518) 943-5632

February 28, 2025

Dr. Jack Mitchell
AS for Business
Valley Stream 24 Union Free School District
75 Horton Avenue
Valley Stream, NY 11581

Dear Dr. Jack Mitchell:

Enclosed is your STAC renewal contract for 2025-26.

Please review, have the appropriate district representative countersign and return it to my attention. **If you prefer to email, please forward it to Jessica Alix, jalix@magnvinc.com.**

Please note that we are requesting the district provide as Addendum A, the district's Parents' Bill of Rights for Data Security Privacy; this should be returned along with the renewal contract.

We have updated our terms in the attached contract and would like to bring your attention to page 1, section 2 D, regarding Consultant visits per year.

If you have any questions, please do not hesitate to contact me via phone at ext. 16, Jessica at ext. 23 or my email askiff@magnvinc.com.

We look forward to working with you and your team in the upcoming year.

Sincerely,

Aimee Skiff

Enc

c Juanita Walters



President & CEO
Aimee Skiff

Management Advisory Group Special Services, Inc.
Educational and Administrative Consultants
"Doing It Better for Less"

Phone (518) 943-0708
Fax (518) 943-5632

Valley Stream 24 Union Free School District
STAC Services Agreement
February 27, 2025

Management Advisory Group Special Services, Inc., 4383 Route 23, Suite 102, Cairo, New York 12413, proposes to provide the following services for the Valley Stream 24 Union Free School District, 75 Horton Avenue, Valley Stream, NY 11581:

1. **TERM** - The term of this Agreement shall commence and be effective as of July 1, 2025 through June 30, 2026.
2. **Scope of Services** - To be provided is inclusive of the following:
 - A. Management Advisory Group (MAG) Special Services will provide a Consultant(s) to confer with District personnel and file school age public and private STAC forms for the following placement types:
 - i. Summer – public (in-district, other public schools, BOCES), private and chapter students special class and related services/specialized instruction;
 - ii. School Year – public (in-district, other public schools, BOCES), private and chapter.
 - iii. 4201 students.
 - iv. Homeless students – general and special education students.
 - B. MAG Special Services will:
 - i. File and/or amend all current year (2025-2026) STACs to actual costs;
 - ii. Complete AVLs and HSCARs (2024-25 forward);
 - iii. Cost out new entrants to the system periodically through the school year;
 - iv. Complete re-applications;
 - v. Make onsite and/or virtual visits periodically;
 - vi. Work with the district to obtain approvals for private high cost, residential and out-of-state placements.
 - vii. Work with the District homeless liaison to file/verify homeless STACs.
 - C. MAG will provide Sharefile – an encrypted, secure internet based platform – to the district for transmission of all data to/from MAG.
 - D. MAGBO shall provide a Consultant(s) once per year to confer with the District personnel; either on-site or virtual, based on mutual agreement between Consultant and District, and following state and local health department guidelines. Any requests for training employees or providers will be billed in addition to the standard contract price, on an hourly basis.

3. **Responsibility of the School District** - The District agrees to:
- A. Provide the necessary information and documents as needed for the delivery of service, including:
 - i. Password and user name for the STAC website with authorization to add, amend and withdraw STACs, and complete online AVLs;
 - ii. User names and passwords for the Districts' IEP software with authorization to create and save reports, view related services and demographics;
 - iii. If the District utilizes MAG for Medicaid Management Services, for audit and privacy purposes, the password for the IEP program should be different than the one used for Medicaid;
 - iv. Special education staff salaries/benefits in order to cost out in-district students.
 - B. Utilize the provided Sharefile platform for secure data transmission.
 - C. Keep student IEPs up to date.
 - D. Provide STAC 202 form for homeless students upon admission to the District.
 - E. Provide other information as requested.
 - F. File and verify STACs for preschool students.
 - G. Verify incarcerated youth STACs filed by the jail in your county (if applicable).

4. **Terms of Agreement**

- A. MAG Special Services will be due \$6,588/year for this service payable in twelve monthly installments of \$549.00 each.
 - i. Additional requested training will be billed at \$150 per hour
 - B. For onsite visits exceeding one time per year, travel expenses to include mileage reimbursement at the IRS rate, tolls and meals, if applicable.
 - C. This agreement may be terminated at any time by either party with 60 days' notice.
5. **INSURANCE** - MAG shall pay for and maintain in force Workers Compensation insurance as required by New York State law and Comprehensive General Liability insurance coverage reasonably acceptable to the District with the limits of liability in the amount of \$1,000,000 for each occurrence, with a per annum aggregate limitation of no less than \$2,000,000, Upon request, MAG shall provide the District with written evidence that such coverage is in full force and effect. MAG shall provide written notification to the District of the cancellation or expiration of any insurance required by this Agreement within five (5) business days of the date MAG is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.
6. **NON DISCRIMINATION CLAUSE**- MAG agrees that neither it nor any of its subcontractors shall violate any federal or New York State laws regarding discrimination in employment.
7. **TERMINATION OF AGREEMENT BY NOTICE**- Either party may terminate this Agreement without cause upon 60 days' advance written

notice. If this Agreement is terminated by either party, the District shall be under no further obligation to MAG other than payment for services actually provided prior to termination and in no event shall the District be responsible for any actual, consequential, or other damages as a result of termination. The 60 days' notice shall be measured from the date the notice is postmarked.

8. **INVALIDITY**- If any provision of this Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications herein shall not be affected or impaired.
9. **PROTECTION OF CONFIDENTIAL DATA** - At all times during the Term of this Agreement, with respect to all services provided by MAG, MAG shall comply with any and all local, state, and federal rules, regulations, and laws pertaining to the confidentiality of medical, personal, and other information, including but not limited to: the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economics and Clinical Health Act of 2009 (HITECH), and the regulations promulgated thereunder; and as set forth in this Agreement. MAG shall treat all matters and information related to the District's students as confidential information belonging solely to the District, to be utilized by MAG solely for the purposes of this Agreement or as instructed by the District.

MAG shall provide its services under this Agreement in a manner which protects Student Data (as defined by 8 NYCRR §121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR §121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, State and local laws and regulations, including but not limited to the following:

- A. MAG will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- B. MAG will comply with the School District Data Security and Privacy Policy, Education Law §2-d, and 8 NYCRR §121.
- C. MAG will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- D. MAG will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- E. MAG will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- F. MAG will maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of

personally identifiable information in its custody.

- G. MAG will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- H. MAG will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

To the extent such requirements related to the data security and privacy of student and/or teacher and/or principal data, as defined by New York State Law, conflict with the MAG's Privacy Policy or other policies or procedures related to data security and privacy, the requirements of this Agreement shall control.

10. DATA BREACH - In the event that Confidential Data is accessed or obtained by an unauthorized individual, MAG shall provide notification to the District without unreasonable delay and not more than seven (7) calendar days after the discovery of such breach. MAG shall follow the following process:

- A. The security breach notification shall be titled "Notice of Data Breach", shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident and the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of MAG's investigation or plan to investigate; and contact information for representatives who can assist the District with additional questions.
- B. Where a breach or unauthorized release of Confidential Data is attributed to MAG and/or a subcontractor or affiliate of MAG, MAG shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- C. MAG shall cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

11. MISCELLANEOUS

- A. MAG shall indemnify, defend, and hold harmless the District, its officers, employees and authorized agents from any and all claims, damages, liability, and expenses (including without limitation reasonable attorneys' fees) arising with respect to MAG's performance under this Agreement; and any breach by MAG of a warranty or representation made in this Agreement.
- B. The District shall indemnify and hold MAG harmless from any injury, damage or claims that may arise as a result of the District's breach of this Agreement.

- C. This Agreement shall be subject to and governed by the laws of the State of New York, without giving effect to provisions or procedures regarding conflicts of laws. All actions commenced under the provisions of this Agreement shall be venued exclusively in the New York State Supreme Court with jurisdiction in the County where the District is located.
- D. MAG, its employees, and representatives shall at all times comply with all applicable United States Federal, New York State and local laws, rules, and regulations.
- E. MAG is engaged as an independent contractor for all purposes. MAG shall be solely responsible for payment of any and all taxes related to any payment under this Agreement. MAG and its employees will not be eligible for any benefits relative to this Agreement for social security, New York State Worker's Compensation, unemployment insurance, New York State Employees/Teachers Retirement Systems, or any other withholdings or benefits.

12. **NON-APPROPRIATION** - Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the District shall have the option to immediately terminate this Agreement by providing written notice to MAG. In such event, the District shall be under no further obligation to MAG other than payment for services actually provided prior to termination and in no event shall the District be responsible for any actual, consequential, or other damages as a result of termination. MAG will also no longer be under any obligation to the district from the date of termination notice.

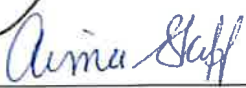
13. **ADDENDUM** - This Agreement and Addendum A constitute the entire Agreement between MAG and the District and supersede all prior Agreements between the parties for the services listed herein. The following is attached hereto and hereby incorporated in this Agreement by reference as if fully set forth herein: Addendum A. Parents' Bill of Rights for Data Security and Privacy



Valley Stream 24 Union Free School District

2/28/25

Date



Management Advisory Group Special Services, Inc.

2/27/25

Date



**VALLEY STREAM SCHOOL DISTRICT 24
OFFICE OF PUPIL SERVICES**

50 Hungry Harbor Road, Valley Stream, New York 11581-1499
(516) 434-2870 • FAX: (516) 791-0932

Ms. Juanita Walters
Director of Pupil Services

Dr. Unal Karakas
Superintendent of Schools

June 27, 2025

Dear Dr. Karakas,

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and Trusting Hands Homecare Agency for special education services the 2025-2026 School Year and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

Sincerely,

Juanita Walters
Director of Pupil Services

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this ____1__ day of July, 2025 by and between the Board of Education of the Valley Stream Union Free School District No. 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 Trusting Hands Homecare Agency (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 72 Guy Lombardo Ave Ste 2 Freeport, NY 11520.

A. TERM:

The term of this Agreement shall be from July 1, 2025, through June 30, 2026, 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 CONSULTANT to the DISTRICT shall include, but not be limited to the following:
See scope of services attached hereto as **Exhibit A**

CONSULTANT further agrees that it shall provide the following additional services at no additional charge unless otherwise indicated: (a) implement goals and objectives as per each student's IEP; (b) complete quarterly progress reports regarding student progress as to the goals and objectives set forth thereon; and (c) provide the CSE with Annual Progress Reports.

2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT 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 CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship.
6. CONSULTANT 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. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT 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 execution of this Agreement, CONSULTANT 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 CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT 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 and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
14. CONSULTANT understands 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). CONSULTANT hereby acknowledges their responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

15. CONSULTANT, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. CONSULTANT, 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. CONSULTANT further agrees that any information received by CONSULTANT's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the DISTRICT, 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, CONSULTANT agrees 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 New York Education Law § 2-d. The Education Law Section 2-d Rider attached hereto is incorporated by reference and made a part of this Agreement.
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
 - a. At its own expense, CONSULTANT shall secure and maintain the insurance policies specified in **Exhibit B/C**, listing the Board of Education, its employees, and volunteers as additional insured.
 - b. Upon the execution of this Agreement by CONSULTANT, CONSULTANT 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. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the DISTRICT prior to the expiration date of coverage.
 - d. CONSULTANT shall provide the DISTRICT with a copy of any policy required under this Agreement upon the demand by the DISTRICT.

- e. Acceptance by the DISTRICT of a certificate or a policy does not excuse the CONSULTANT from maintaining the policies consistent with all provisions of this Agreement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE FEE SCHEDULE

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If, however, a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT 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.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:

- a. 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.
- b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT 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. 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.
- b. Neither CONSULTANT 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. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees, from and against any and all claims, losses, damages, causes of action, liens, encumbrances, penalties, fines, suits, proceedings, demands, costs (including attorneys' fees and disbursements) of whatsoever kind or nature, including claims for damages because of bodily injury, sickness, disease, or death, injury to, loss of use, or destruction of tangible property, in connection with CONSULTANT'S performance of services pursuant to this Agreement, or any of their agents, employees, officers, directors or partners, excluding only liability created by the DISTRICT's sole and exclusive negligence.

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: Superintendent of Schools
Dr. Unal Karakas
Valley Stream Union Free School District No. 24
William L. Buck School
75 Horton Avenue, Valley Stream, New York 11581

To Consultant: Trusting Hands Homecare Agency
72 Guy Lombardo Ave Ste 2
Freeport, NY 11520

5. The DISTRICT condemns and prohibits all forms of sexual harassment in the workplace (*see* N.Y.S. Human Rights Law § 296-d). The DISTRICT's anti-sexual harassment policy is available on the DISTRICT's website under Policy #0110. Reports of sexual harassment shall be made to the District's Title IX coordinator. CONSULTANT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for the DISTRICT and to provide the name and contact information of the DISTRICT's Title IX coordinator. CONSULTANT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees to the DISTRICT's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement.
6. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. 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.
9. 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.
10. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
11. 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.
12. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

13. 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.

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

Trusting Hands Homecare Agency

[DISTRICT]

By: Zalvia Chaplin
Administrator

By: _____
President, Board of Education

Exhibit A

Cost / Quotation
2025-2026 School Year

<u>Service</u>	<u>Rate</u>	<u>Time & Half</u>	<u>Group/Individual</u>	<u>In-School & Home Based</u>
<u>Registered Nurse</u> -	<u>\$75</u> <u>p/h</u>	<u>\$112.5</u> <u>p/h</u>	<u>Individual</u>	<u>Same rate for in-school,</u> <u>remote/ home based</u>
<u>Licensed Practical Nurse</u> -	<u>\$66</u> <u>p/h</u>	<u>\$99 p/h</u>	<u>Individual</u>	<u>Same rate for in-school,</u> <u>remote/home based</u>
<u>School Aide</u> -	<u>\$45</u> <u>p/h</u>	<u>\$67.5</u> <u>p/h</u>	<u>Individual</u>	<u>Same rate for in-school,</u> <u>remote/home based</u>
<u>Transportation rates</u> <u>RN</u> <u>LPN</u> <u>School Aide</u>	<u>\$107</u> <u>p/h</u> <u>\$95</u> <u>p/h</u> <u>\$55</u> <u>p/h</u>		<u>Individual</u>	<u>Transportation</u>

Any hours over 40 a week will be billed at the time and a half rate.
To maintain staffing for clients we ask to be able to provide coverage in the event the client's assigned nurse is off with any available nurse and bill at that rate.

Exhibit B/C

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an Additional Insured on the CONSULTANT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the DISTRICT as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, admitted in and licensed to conduct business in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the DISTRICT including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT (CG 20 26) or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the CONSULTANT that are covered by the liability policies.
 - b. At the DISTRICT's request, the CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the CONSULTANT will provide a copy of the policy endorsements and forms.
4. The CONSULTANT agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the DISTRICT.

b. **Automobile Liability**

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

c. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB- 120.1) 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 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.

d. **Professional Errors and Omissions Insurance**

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

e. **Umbrella/Excess Insurance**

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. The CONSULTANT 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 legal remedies available to the DISTRICT. The CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. 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 rights held by the DISTRICT.

If the CONSULTANT utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AJGRMS LLC Gallagher Healthcare Rolling Meadows 2850 Golf Road Rolling Meadows IL 60008		CONTACT NAME: Sean Doyle PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No): 630-694-5370
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Underwriters at Lloyd's, London		32727
		INSURER B: Lafayette Insurance Company		18295
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1141455783 **REVISION NUMBER:**

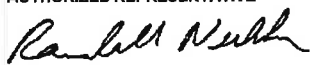
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			MEO5416373.24	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			MEO5416373.24	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Each Claim Limit \$ 1,000,000
B	UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			PRO-001716-24	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability Retroactive Date: 7/1/2024			MEO5416373.24	7/1/2024	7/1/2025	Each Claim Limit \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability; Carrier: QBE Specialty Insurance Company; Policy #: 140001804; NAIC: 11515; Effective Date: 7/1/2024; Expiration Date: 7/1/2025; Any One Claim: \$2,000,000; Aggregate Limit: \$2,000,000; HNOA Sublimits: \$1,000,000/\$1,000,000

Valley Stream #24 is an additional insured under the general liability coverage part and the follow form excess policies when required by contract

Policy #MEO5416373.24 GL coverage shall be primary and non-contributory for the district, its board, employees and volunteers with a waiver of subrogation in favor of the district

CERTIFICATE HOLDER Valley Stream #24 50 Hungry Harbor Valley Stream NY 11581	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

TRUSTING HANDS H.S. LLC
DBA TRUSTING HANDS HOMECARE AGENCY
72 GUY LOMBARDO AVE STE 2
FREEPORT, NY 11520

1b. Business Telephone Number of Insured
(516) 226-3615

1c. Federal Employer Identification Number of Insured or Social Security Number

471272928

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

VALLEY STREAM #24
75 HORTON AVE
VALLEY STREAM, NY 11581

3a. Name of Insurance Carrier

New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"

DBL 7806 31 - 9

3c. Policy effective period

10/21/2024

to

10/21/2025

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits
☐ B. Disability benefits only
☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/23/2025

By

Kristin Markwica

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____

By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 471272928
TRUSTING HANDS H.S. LLC
72 GUY LOMBARDO AVE STE 2
FREEPORT NY 11520

POLICYHOLDER TRUSTING HANDS H.S. LLC 72 GUY LOMBARDO AVE STE 2 FREEPORT NY 11520		CERTIFICATE HOLDER VALLEY STREAM #24 75 HORTON AVE VALLEY STREAM NY 11581	
POLICY NUMBER H2547 409-9	CERTIFICATE NUMBER 547061	POLICY PERIOD 05/18/2025 TO 05/18/2026	DATE 6/23/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2547 409-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 10 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 284842566



**VALLEY STREAM SCHOOL DISTRICT 24
OFFICE OF PUPIL SERVICES**

50 Hungry Harbor Road, Valley Stream, New York 11581-1499
(516) 434-2870 • FAX: (516) 791-0932

Ms. Juanita Walters
Director of Pupil Services

Dr. Unal Karakas
Superintendent of Schools

June 27, 2025

Dear Dr. Karakas,

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and Carle Place UFSD for special education services the 2025-2026 School Year and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

Sincerely,

Juanita Walters
Director of Pupil Services

CARLE PLACE UNION FREE SCHOOL DISTRICT
168 Cherry Lane
Carle Place, NY 11514
516-622-6502/fax 516-622-6540

Dr. Philip Molnar
Assistant Superintendent for
Special Education/Pupil Personnel Services

April 9, 2025

Director of Pupil Services
Valley Stream School District #24
75 Horton Avenue
Valley Stream, NY 11581

Dear Director of Pupil Services:

Enclosed are two copies of the Special Education Services Contract between your school district and the Carle Place UFSD for the 2025-2026 School Year.

Please sign and return both copies of the contract. I will forward to you a signed copy of the contract after it has been approved by our Board of Education.

Thank you for your attention to this matter.

Sincerely,



Philip Molnar, Ed.D.
Assistant Superintendent for
Special Education and Pupil Personnel Services

/tm
Enclosures

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

This Agreement is entered into by and between the Board of Education of the Valley Stream Union Free School District #24 (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, NY 11581, and the Board of Education of the Carle Place Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 168 Cherry Lane Carle Place, New York.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING DISTRICT is a public school district 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, 2025 through June 30, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING 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 RECEIVING DISTRICT 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 Program ("IEP").
2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's IEP, as it may be modified

from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.

4. The RECEIVING DISTRICT 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, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age, disability, or sponsorship.
6. The RECEIVING DISTRICT 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 SENDING 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 RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT 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 request of the SENDING DISTRICT, the RECEIVING DISTRICT 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 RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The RECEIVING DISTRICT shall comply with all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
10. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education ("CSE") and Committee on Pre-School Special Education ("CPSE"). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING

DISTRICT's CSE or CPSE, where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.

12. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT 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) and New York State Education Law Section 2-d.
15. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
16. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING 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 RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.

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 RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.

19. Insurance

- a. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of Commercial General Liability, Malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars per occurrence subject to an annual aggregate of Three Million (\$3,000,000) Dollars.
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum A.M. Best rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance that includes the SENDING 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 RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education.
 - a. The estimated tuition rate pursuant to the Commissioner's formula is currently \$9,851.20 (K-6) / \$10,173.20 (7-12) per student per month/ 10-months, and \$5,849.00 per student per 2-months. If applicable, the estimated tuition rate for a special education aide per month is \$_____.

- b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING 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 SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT 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 SENDING DISTRICT or the RECEIVING DISTRICT 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 SENDING DISTRICT or the RECEIVING DISTRICT 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. RECEIVING DISTRICT 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 RECEIVING DISTRICT 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. SENDING 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 Six Hundred (\$600.00) Dollars, which thereupon will be reported for income tax purposes.

3. Defense / Indemnification

- a. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING 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 RECEIVING 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.
- b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING 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 SENDING 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 Receiving District: Dr. Philip Molnar
Assistant Superintendent for Special Education
And Pupil Personnel
168 Cherry Lane
Carle Place, New York 11514

To Sending District: Director of Pupil Services
Valley Stream Union Free School District #24
75 Horton Avenue,
Valley Stream, NY 11581

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.

SENDING DISTRICT

Name

Signature

President, Board of Education

Date

RECEIVING DISTRICT

Name

Signature

President, Carle Place Board of Education

Date

CONFIDENTIAL SCHEDULE A

Students(s) to whom services shall be provided pursuant to this AGREEMENT:

Name of Student(s)	Date of Birth
Nico Santos Santiago	03/21/2014
Kayden Contreras	03/23/2014

*Valley Stream SD #24



**VALLEY STREAM SCHOOL DISTRICT 24
OFFICE OF PUPIL SERVICES**

50 Hungry Harbor Road, Valley Stream, New York 11581-1499
(516) 434-2870 • FAX: (516) 791-0932

Ms. Juanita Walters
Director of Pupil Services

Dr. Unal Karakas
Superintendent of Schools

June 27, 2025

Dear Dr. Karakas,

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and Martin De Porres for special education services the 2025-2026 School Year and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

Sincerely,

Juanita Walters
Director of Pupil Services

AGREEMENT FOR THE EDUCATION OF A CHILD WITH A
HANDICAPPING CONDITION IN ACCORDANCE WITH THE NEW YORK
STATE EDUCATIONAL LAW Section 4401(2)(e)

This Agreement made this ____ day of _____, between Valley Stream 24 School District hereinafter referred to as the "District" and having its principal offices located at 50 Hungry Harbor Road Valley Stream NY 11581, and **Martin de Porres School**, hereinafter referred to as the "School" having its principal offices located at **621 Elmont Road Building B, Elmont, New York, 11003.**

WHEREAS: The District is authorized by the laws of the State of New York, to contract with approved non-public educational facilities within the State of New York when a public facility for the instruction of certain children is not available because of the unusual type of developmental disability or combination of developmental disabilities of these children and;

WHEREAS: The School 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 educational corporation authorized to establish, conduct, operate, and maintain an educational program for children with disabilities;

Now, therefore, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2025 through June 30, 2026 for the 2025/2026 school year, unless terminated early as provided for in this Agreement.

B. SERVICES AND RESPONSIBILITIES:

1. The School will provide instruction for the students listed on the attached Schedule "A" hereby approved the District to receive services from the School in accordance with the provisions relating to the eligibility of schools contained in Section 200 of the Regulations of the Commissioner of Education of the State of New York herein referred to as the "Commissioner": which is hereby deemed a part of this Agreement.
2. The District shall obtain whatever releases, prescriptions, or other legal documents that are necessary in order that it may render full and complete reports concerning the education and progress of the child or children covered by the terms of this Agreement. The School will render such reports to the District at any time covered by the terms of this Agreement.
3. The School will maintain its status as an approved school for the education of children with developmental disabilities. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case the School shall be entitled to no compensation for the portion of the year in which such approval ceased to be maintained.
4. 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.

5. 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.
6. 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.
7. The School shall be subject to visitation of the District and its designated representatives during regular school hours with reasonable notice by the District.
8. The School hereby agrees to furnish to the District all necessary documentation to the District so it can ascertain/confirm the School's eligibility under the provisions of the Regulation of the Commissioner of Education of The State of New York.
9. Part of the School's function is to provide placement services of consultants who shall be free to exercise their own professional discretion as to the means and manner in which these services shall be made in accordance with currently approved methods and practices of their profession. The relationship of any consultant placed under this Agreement shall be that of independent contractor, as shall be the relationship of the School to the District
10. If subject to Project SAVE, the School understands and agrees it is responsible for complying with all applicable federal, state and local laws and regulations, including the New York State Safe Schools Against Violence in Education (SAVE) legislation, including but not limited to, fingerprinting clearance of all consultants.
11. 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.

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.

12. 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.
13. 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.
14. 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.
15. 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).
16. Insurance: 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.

The 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.

The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.

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.

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, for the State of New York.
2. Payments shall be made in the following sequence for each developmentally disabled student served. Each month, the School shall submit to the District at its above mailing address, an invoice showing the name(s) of the student(s) enrolled from the district and the dates of attendance covered by the invoice.
3. Any adjustments in the tuition rates that are approved by the commissioner of Education of the State of New York shall be applied to the next and subsequent invoices following receipt by the School of such determination from the Commissioner. The first adjusted invoice shall include documentation from the Commissioner of Education of the change in tuition rate. The adjusted rate shall be applied retroactively.
4. The District shall pay the School with thirty (30) days of receipt of each invoice.

5. The District shall give the School notice of any disputes within twenty (20) days of its receipt of the invoice.

D. TERMINATION:

1. 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.
2. 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.
3. 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.

E. Miscellaneous

1. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. 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.
3. Severability: 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.
4. 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.
5. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
6. 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.

7. Amendment: This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the days and year first above written.

Date: _____

By: _____
School District / Board of Education (signature)

(PRINT NAME)

Date: 6/20/25

By: _____
Martin De Porres School

J. TRAINOR
(PRINT NAME) EX.DIR/CEO

SCHEDULE A

(*School Name*)
2024-2025

<u>Student</u>	<u>Date of Birth</u>
Jones, Gionni	10-19-2015



**VALLEY STREAM SCHOOL DISTRICT 24
OFFICE OF PUPIL SERVICES**

50 Hungry Harbor Road, Valley Stream, New York 11581-1499
(516) 434-2870 • FAX: (516) 791-0932

Ms. Juanita Walters
Director of Pupil Services

Dr. Unal Karakas
Superintendent of Schools

June 27, 2025

Dear Dr. Karakas,

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and Health Source Group, Inc. for special education services the 2025-2026 School Year and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

Sincerely,

Juanita Walters
Director of Pupil Services



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

6/20/2025

Valley Stream UFSD 24
75 Horton Avenue
Valley Stream, NY 11581
Attn: Rosalie DePace- Senior Typist/ Clerk
2025-2026 Contract Renewal

To Whom it May Concern,

Enclosed, please find the signed 25-26 contract with rates and terms, along with attachments.

Please email the fully executed agreement upon board approval directly to Danielle Nelson.

Should you have any questions or require additional information, please feel free to reach out.

Best Regards,

Danielle Nelson
Executive Business Administrator
Direct: (516) 595-3739
Office: 516-605-1310 x 210
Email: dnelson@healthsourcegroup.com

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2025 by and between the Board of Education of the Valley Stream Union Free School District No. 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 **Health Source Group, Inc.** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 25 Newbridge Rd Suite 312 Hicksville, NY 11801.

A. TERM:

The term of this Agreement shall be from July 1, 2025 through June 30, 2026, 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 CONSULTANT to the DISTRICT shall include, but not be limited to the following:
See scope of services attached hereto as **Exhibit A**

CONSULTANT further agrees that it shall provide the following additional services at no additional charge unless otherwise indicated: (a) implement goals and objectives as per each student's IEP; (b) complete quarterly progress reports regarding student progress as to the goals and objectives set forth thereon: and (c) provide the CSE with Annual Progress Reports.

2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT 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 CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship.
6. CONSULTANT 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. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT 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 execution of this Agreement, CONSULTANT 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 CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT 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 and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
14. CONSULTANT understands 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). CONSULTANT hereby acknowledges their responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

15. CONSULTANT, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. CONSULTANT, 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. CONSULTANT further agrees that any information received by CONSULTANT's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the DISTRICT, 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, CONSULTANT agrees 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 New York Education Law § 2-d. The Education Law Section 2-d Rider attached hereto is incorporated by reference and made a part of this Agreement.
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
 - a. At its own expense, CONSULTANT shall secure and maintain the insurance policies specified in **Exhibit B/C**, listing the Board of Education, its employees, and volunteers as additional insured.
 - b. Upon the execution of this Agreement by CONSULTANT, CONSULTANT 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. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the DISTRICT prior to the expiration date of coverage.
 - d. CONSULTANT shall provide the DISTRICT with a copy of any policy required under this Agreement upon the demand by the DISTRICT.

- e. Acceptance by the DISTRICT of a certificate or a policy does not excuse the CONSULTANT from maintaining the policies consistent with all provisions of this Agreement.

C. COMPENSATION:

- 1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE FEE SCHEDULE

- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
- 3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If, however, a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
- 4. The DISTRICT shall give the CONSULTANT 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.
- 5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:

- a. 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.
- b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT 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. 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.
- b. Neither CONSULTANT 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. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees, from and against any and all claims, losses, damages, causes of action, liens, encumbrances, penalties, fines, suits, proceedings, demands, costs (including attorneys' fees and disbursements) of whatsoever kind or nature, including claims for damages because of bodily injury, sickness, disease, or death, injury to, loss of use, or destruction of tangible property, in connection with CONSULTANT'S performance of services pursuant to this Agreement, or any of their agents, employees, officers, directors or partners, excluding only liability created by the DISTRICT's sole and exclusive negligence.

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: Superintendent of Schools
Dr. Unal Karakas
Valley Stream Union Free School District No. 24
William L. Buck School
75 Horton Avenue, Valley Stream, New York 11581

To Consultant: Health Source Group, Inc.
25 Newbridge Rd Suite 312
Hicksville, NY 11801

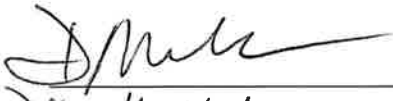
5. The DISTRICT condemns and prohibits all forms of sexual harassment in the workplace (*see* N.Y.S. Human Rights Law § 296-d). The DISTRICT's anti-sexual harassment policy is available on the DISTRICT's website under Policy #0110. Reports of sexual harassment shall be made to the District's Title IX coordinator. CONSULTANT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for the DISTRICT and to provide the name and contact information of the DISTRICT's Title IX coordinator. CONSULTANT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees to the DISTRICT's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement.
6. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. 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.
9. 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.
10. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
11. 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.
12. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

13. 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.

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

CONSULTANT

[DISTRICT]

By: 
Danielle Nelson
Executive Business Admin

By: _____
President, Board of Education

Exhibit A



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

Exhibit A

RATES AND TERMS 2025-2026

RN - Health Office Coverage	\$67.90/HR
RN - Skilled Nursing Services for Special Needs	\$72.14/HR
Student RN – Field Trips/Overnight School Trips	\$72.14/HR
RN Visit - Dispense Meds	\$132.61 Per Visit
LPN	\$50.92/HR
CNA	\$32.89/HR
Paraprofessionals / Teacher's Aide	\$29.71/HR
Home Health Aides (HHA) / Personal Care Aide	\$29.71/HR
Teachers Assistant	\$35.01/HR
ABA (Certified)	\$159.14/HR
Proctor (Exams)	\$32.89/HR
Resource Room Teacher	\$65.78/HR
Social Worker	\$65.78/HR
Student Transportation (CNA/Para Only)	\$53.05/HR (2 Hour Minimum Each Way)
Student Transportation (LPN Only)	\$74.26/HR (1 Hour Minimum Each Way)
Student Transportation (RN Only)	\$95.48/HR (1 Hour Minimum Each Way)
Occupational Therapist/Physical Therapist	\$100.79/HR
Speech Therapist	\$100.79/HR

pg 1 of 2



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

"Exhibit A"

RATES AND TERMS 2025-2026 (cont.)

There is a 4-hour minimum per day for a nurse or HSG Professional's assignment(s) except for therapy services. If the nurse or HSG Professional works less than 4 hours in a day, HSG will invoice the school district 4 hours at the above rate. Additional terms and conditions are incorporated within this agreement.

If the same nurse or HSG Professional works at a client more than 40 billable hours in a week, HSG will bill Client 1.5 times the rates above (time and a half) to account for overtime.

If Client has a requirement for hiring any HSG Professional, it must make the request for consent to HSG in writing prior to approaching any HSG Professional. HSG's permanent placement finder's fee billable to client is: 25% fee of the annual agreed salary offered by Client to HSG's Professional via HSG.

HSG's Payment Terms: Invoices Are Due Upon Receipt.

School District (Client) will be responsible for arranging transportation of the nurse back to his or her car after each part of the assignment and the School District will be invoiced for the time it takes the nurse or HSG Professional to transport the student from the home (or from the school) and then back to the nurse or HSG Professional's vehicle.

This service is only for students needing a nurse or HSG Professional on the bus ride to and/or from school and NOT in school during the day. If a nurse or HSG Professional must stay beyond the IEP/ scheduled school hours, HSG reserves the right to bill the School District (Client) for the extra time involved.

If the nurse or HSG Professional must stay beyond the student's scheduled IEP or school hours, HSG reserves the right to bill the School District (Client) for the extra time involved.

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

Exhibit B/C

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an Additional Insured on the CONSULTANT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the DISTRICT as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, admitted in and licensed to conduct business in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the DISTRICT including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT (CG 20 26) or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the CONSULTANT that are covered by the liability policies.
 - b. At the DISTRICT's request, the CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the CONSULTANT will provide a copy of the policy endorsements and forms.
4. The CONSULTANT agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the DISTRICT.

- b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB- 120.1) 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 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.
 - d. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the CONSULTANT performed under the contract for the DISTRICT. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - e. **Umbrella/Excess Insurance**
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.
6. The CONSULTANT 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 legal remedies available to the DISTRICT. The CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. 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 rights held by the DISTRICT.

If the CONSULTANT utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC One Jericho Plaza Suite 200 Jericho NY 11753	CONTACT NAME: Chrishna Jeenarine PHONE (A/C No. Ext): 516-745-0800 E-MAIL ADDRESS: chrishna.jeenarine@ajg.com FAX (A/C No): 516-745-0082
INSURED Health Source Group Inc 25 New Bridge Road Suite # 311 Hicksville NY 11801	HEALSOU-02 INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058

COVERAGES**CERTIFICATE NUMBER:** 804497953**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2685427004	5/23/2025	5/23/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2685427004	5/23/2025	5/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS \$ 10,000			PHUB911310004	5/23/2025	5/23/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2685427004	5/23/2025	5/23/2026	Each Occ/Aggregate Limit \$2M/\$4M
A	Sexual Abuse			PHPK2685427004	5/23/2025	5/23/2026	\$1,000,000
A	Employment Practices Liab.			PHPK2685427004	5/23/2025	5/23/2026	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

additional insureds endorsement PI-TS-013

Certificate Holder is an Additional Insured as respects General Liability/Automobile/Umbrella policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

Excess Umbrella is follow form over the General Liability/Professional Liability. General Liability is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**Valley Stream 24 UFSD
Horton Avenue
Valley Stream NY 11580
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 203584677
HEALTH SOURCE GROUP INC
25 NEWBRIDGE ROAD
SUITE 311
HICKSVILLE NY 11801



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER HEALTH SOURCE GROUP INC 25 NEWBRIDGE ROAD SUITE 311 HICKSVILLE NY 11801		CERTIFICATE HOLDER INSURANCE PROOF	
POLICY NUMBER H1484 969-9	CERTIFICATE NUMBER INSURANCE PROOF	POLICY PERIOD 07/18/2024 TO 07/18/2025	DATE 7/12/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1484 969-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

KAVITA KAPUR PRESIDENT
OF A ONE PERSON CORPORATION
HEALTH GROUP SOURCE INC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 819412419



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) HEALTH SOURCE GROUP CORP. 25 NEWBRIDGE ROAD, SUITE 311 HICKSVILLE, NY 11801 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 5166051310 1c. Federal Employer Identification Number of Insured or Social Security Number 20-3584677
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) INSURANCE PROOF (HEALTH SOURCE GROUP) 25 Newbridge Road Suite 312 Hicksville, NY 11801	3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York 3b. Policy Number of Entity Listed in Box 1a R64563-000 3c. Policy Effective Period 4/1/2018 to 5/18/2026

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
☐ B. Disability benefits only.
☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 5/19/2025 By Talin Conti
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title TALIN CONTI/MGR. POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

AGREEMENT

THIS AGREEMENT made as of the 4th day of April, 2025 by and between VALLEY STREAM UFSD #24 (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, 50 Hungry Harbor Road Valley Stream, New York 11581, and VARIETY CHILD LEARNING CENTER (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 47 Humphrey Drive, Syosset, New York 11791.

WITNESS ETH:

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 Committee on Special Education ("CSE"); and

WHEREAS, SERVICE PROVIDER warrants that it has reviewed the IEP and/or the 504 accommodation plan of each student serviced by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such students 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, 2025 to June 30, 2026, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** **SERVICE PROVIDER** shall provide the following services, consisting of, but not limited to the following:
 - a. **Occupational Therapy**
 - b. **Speech/Language Therapy**
 - c. **Physical Therapy**

d. ABA Services as follows:

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

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

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

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

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

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

8. Evaluations;
 9. Teaching parents how to implement programs; and
 10. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the models for these services to the home program families and staff, initiate the model's implementation, and make adjustments where necessary. SERVICE PROVIDER's shall provide quarterly narrative and written reports to SCHOOL DISTRICT.
- iv. **Parent Training Services** for families provided by a certified special education teacher or certified social worker specializing in Autism Spectrum Disorders when requested by CSE. These parental training services, include, but shall not be limited to:
1. Activities of Daily Living Protocols;
 2. Social Skill Protocols;
 3. Generalization Skills; and
 4. Behavior Protocols.
- e. SERVICE PROVIDER shall provide the services above during the school year for those students 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 students, 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 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.
- f. SCHOOL DISTRICT reserves the right to monitor and or evaluate the services provided by SERVICE PROVIDER by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection and review and any other applicable means. Services must be appropriate, allowable, and consistent with SCHOOL DISTRICT funding source requirements and guidelines.
- g. 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.
- h. 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 and independent contractors of SERVICE PROVIDER shall be deemed employees or independent contractors of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees, and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees, and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

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

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

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

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

- a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any student 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 SERVICE PROVIDER, SCHOOL DISTRICT shall not be responsible or 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 performed pursuant to this Agreement.

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

11. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education ("SAVE") legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
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 student(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.
13. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each student'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 student(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 student'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 services 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 PRESCRIPTIONS:** Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER.

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

19. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a student 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 either party upon seven (7) days' written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

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

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

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

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

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

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

22. **CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose, or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
- b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information (hereinafter referred to as "PII"), as defined by New York Education Law § 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 PII 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 has no property or licensing rights or claims of ownership to PII, and SERVICE PROVIDER must not use PII for any purpose other than to provide the services set forth in the Agreement. Neither the services provided nor the manner in which such services are provided shall violate New York law.
- d. 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 PII from student records (hereinafter referred to as "student data").
- e. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law § 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.
- f. Upon request by SCHOOL DISTRICT, SERVICE PROVIDER shall provide SCHOOL DISTRICT with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate SERVICE PROVIDER's own information security policies, confidentiality obligations, and applicable laws. In addition, SERVICE PROVIDER may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, SCHOOL DISTRICT's policies applicable to SERVICE PROVIDER, and alignment with the NIST Cybersecurity Framework performed by an independent third party at SERVICE

PROVIDER's expense and provide the audit report to SCHOOL DISTRICT. SERVICE PROVIDER may provide SCHOOL DISTRICT with a recent industry standard independent audit report on SERVICE PROVIDER's privacy and security practices as an alternative to undergoing an audit.

- g. The following requirements apply if SERVICE PROVIDER will use subcontractors that have access to PII in the course of providing the services:
 - i. SERVICE PROVIDER shall only disclose PII to SERVICE PROVIDER's employees and subcontractors who need to know the PII in order to provide the services and the disclosure of PII shall be limited to the extent necessary to provide such services. SERVICE PROVIDER shall ensure that all such employees and subcontractors comply with the terms of this provision.
 - ii. SERVICE PROVIDER must ensure that each subcontractor performing functions pursuant to the Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this provision.
 - iii. SERVICE PROVIDER shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this provision, SERVICE PROVIDER shall: notify SCHOOL DISTRICT and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this provision. In the event there is an incident in which the subcontractor compromises PII, SERVICE PROVIDER shall follow the data breach reporting requirements set forth herein.
 - iv. SERVICE PROVIDER shall take full responsibility for the acts and omissions of its employees and subcontractors.
 - v. SERVICE PROVIDER must not disclose PII to any other party unless such disclosure is required by statute, court order, or subpoena, and SERVICE PROVIDER makes a reasonable effort to notify SCHOOL DISTRICT of the court order or subpoena in advance of compliance but in any case, provides notice to SCHOOL DISTRICT no later than the time the PII is disclosed, unless such disclosure to SCHOOL DISTRICT is expressly prohibited by the statute, court order or subpoena.
- h. SERVICE PROVIDER shall ensure that all its employees and subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.
- i. 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. Notifications required pursuant to this section must be in writing, given by personal delivery, or by registered or certified mail, and must, to the extent available, include a description of the breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of SERVICE PROVIDER's investigation; and the contact information for representatives who can assist SCHOOL DISTRICT. 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.

- j. SERVICE PROVIDER agrees that it will cooperate with SCHOOL DISTRICT and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of SERVICE PROVIDER or its Authorized Users, as related to such investigations, will be the sole responsibility of SERVICE PROVIDER if such breach is attributable to SERVICE PROVIDER or its subcontractors.
- k. 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 § 899-aa(6)(a).
- l. Except as set forth in paragraph (k) 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 § 899-aa(6)(a).
- m. 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.
- n. The following procedure shall take place upon the termination of the Agreement:
 - i. SERVICE PROVIDER agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing services to SCHOOL DISTRICT, unless such retention is either expressly authorized for a prescribed period by the Agreement or other written agreement between the parties, or expressly requested by SCHOOL DISTRICT for purposes of facilitating the transfer of PII to SCHOOL DISTRICT or expressly required by

law. As applicable, upon expiration or termination of the Agreement, SERVICE PROVIDER shall transfer PII, in a format agreed to by the parties to SCHOOL DISTRICT.

- ii. If applicable, once the transfer of PII has been accomplished in accordance with SCHOOL DISTRICT's written election to do so, SERVICE PROVIDER agrees to return or destroy all PII when the purpose that necessitated its receipt by SERVICE PROVIDER has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of SERVICE PROVIDER in a secure data center and/or cloud-based facilities that remain in the possession of SERVICE PROVIDER or its subcontractors, SERVICE PROVIDER shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- iii. SERVICE PROVIDER shall provide SCHOOL DISTRICT with a written certification of the secure deletion and/or destruction of PII held by SERVICE PROVIDER or its subcontractors.
- iv. To the extent that SERVICE PROVIDER and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.
- o. 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 the Family Education Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

24. **HIPAA COMPLIANCE:**

- a. **Definitions:** Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 CFR 160.103 and 45 CFR 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 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 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 160(A)(E) and 45 CFR 164(A)(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 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 CFR 160 and 45 CFR 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 the 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 all 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.

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 A- rated or better insurer, licensed and admitted to conduct business 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 with a waiver of subrogation in favor of SCHOOL DISTRICT for all coverages including Workers' Compensation.
- 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
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

- ii. **Automobile Liability (if applicable):**
\$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 § 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 and subjects it to liability for damages, indemnification and all legal remedies available to SCHOOL DISTRICT. 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 or all rights held by SCHOOL DISTRICT.
- i. If SERVICE PROVIDER utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

26. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be affected 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 UFSD #24
50 Hungry Harbor
Valley Stream, New York 11581
Attn: Director of PPS - John Boniello

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 their age, race, creed, color, national origin, sexual orientation, gender identity or expression, 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 their age, race, creed, color, national origin, sexual orientation, gender identity or expression, 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; 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.

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,

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

Variety Child Learning Center

Sheano Kekayes
CFO

VALLEY STREAM UFSD

Al Kaul
Superintendent of Schools

Appendix A
Variety Child Learning Center
2025-2026 Rates

SERVICE	RATE
Speech Therapy, Occupational Therapy and Physical Therapy Maximum Group Size 5	\$60.00 per half hour (Individual) \$80.00 per half hour (Group of 2) \$15.00 per half hour (Each Additional)
Parent Training - Certified Special Education Teacher or Social Worker Maximum Group Size 5	\$60.00 per half hour (Individual) \$80.00 per half hour (Group of 2) \$15.00 per half hour (Each Additional)
Special Education Services Maximum Group Size 5	\$60.00 per half hour (Individual) \$80.00 per half hour (Group of 2) \$15.00 per half hour (Each Additional)
Psychological and/or Social Work Services Maximum Group Size 5	\$60.00 per half hour (Individual) \$80.00 per half hour (Group of 2) \$15.00 per half hour (Each Additional)
Attendance at CPSE Meetings	\$80.00 per hour
ADOS*	\$475.00 per evaluation (Monolingual) \$525.00 per evaluation (Bilingual)
Social History*	\$230.00 per evaluation (Monolingual) \$280.00 per evaluation (Bilingual)
Psychological Evaluation*	\$360.00 per evaluation (Monolingual) \$450.00 per evaluation (Bilingual)
Speech/Language Evaluation*	\$260.00 per evaluation (Monolingual) \$300.00 per evaluation (Bilingual)
Physical Therapy Evaluation*	\$260.00 per evaluation (Monolingual) \$300.00 per evaluation (Bilingual)
Occupational Therapy Evaluation*	\$260.00 per evaluation (Monolingual) \$300.00 per evaluation (Bilingual)
Education Evaluation*	\$260.00 per evaluation (Monolingual) \$300.00 per evaluation (Bilingual)

SERVICE	RATE
Audiological Evaluation*	\$260.00 per evaluation (Monolingual) \$300.00 per evaluation (Bilingual)
Augmentative and Alternative Communication Evaluation*	\$1,2000.00 per evaluation (Monolingual)

*Including written report

**Educational Evaluations are provided at no charge for students attending Variety Child Learning Center.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin, for guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1 and enter the business/disregarded entity's name on line 2.)	
VARIETY CHILD LEARNING CENTER	
2 Business name/disregarded entity name if different from above	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership). Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions)	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any): Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any): (Applies to accounts maintained outside the United States.)	
3b If on line 3a you checked "Partnership" or "Trust/estate" or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.	
5 Address (number, street, and apt. or suite no.). See instructions. 47 HUMPHREY DRIVE	Requester's name and address (optional)
6 City, state, and ZIP code. SYOSSET, NY 11791	
7 List account number(s) here (optional).	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
1	1	-	2	1	5	7	3	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest on acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payment other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Sheeno Kehayee

Date 2/27/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information on about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SterlingRisk
P.O. Box 9017
Woodbury NY 11797

Licensed BR 1418529
VARC-1101

CONTACT
NAME
PHONE (NY, NJ, CT) 800-787-7837 FAX (NY, NJ, CT) 516-487-0372
EMAIL request@sterlingrisk.com
INSURER(S) AFFORDING COVERAGE
INSURER A Hartford Insurance Company The NAIC # 22292
INSURER B
INSURER C
INSURER D
INSURER E
INSURER F

INSURED
Vanity Child Learning Center
47 Humphrey Drive
Syosset NY 11791

COVERAGES

CERTIFICATE NUMBER: 486385480

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	UNITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO. ☐ RET. ☐ LOC. ☐ OTHER		ZHY-D852070-06	3/10/2025	3/10/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 VED EXP (any one person) \$10,000 PERSONAL & ADV. LIT. \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG. \$1M in Gen Aggr
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		AWY-D852176-04	3/10/2025	3/10/2026	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000
A	☒ UMBRELLA LIAB ☒ CLAIMS-MADE ☐ EXCESS LIAB ☐ OCC. ☐ AGENT/PROD.		UHY-D852071-06	3/10/2025	3/10/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY EMPLOYER'S COMPENSATION EXECUTIVE OFFICER'S LIABILITY (Mandatory in NY) If YES, describe under DESCRIPTION OF OPERATIONS below	YES ☐ NO ☒				PER STATUTE ☐ OTHER ☐ EL EACH ACCIDENT \$1,000,000 EL DISEASE - EACH EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$
A	Professional Liability Service Advertisement		ZHY-D852070-06	3/10/2025	3/10/2026	\$1M Occurrence \$1M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Robert W. Carbonaro School
Special Ed. Department
50 Hungry Harbor Road
Valley Stream, NY 11581

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

As per the Agreement between the undersigned and the School District, this information must be completed by the Service Provider within ten (10) days of execution of the Agreement.

Name of Provider:	VARIETY CHILD LEARNING CENTER
Description of the purpose(s) for which Provider will receive/access PII:	PII received by the Contractor will be received, accessed and used only to perform the Contractor's Services pursuant to the Service Agreement with the District. List Purposes: For the purpose of providing both educational and therapeutic services to each student.
Type of PII that Provider will receive/access:	Check all that apply: ☐ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: <u>JULY 1, 2025</u> Contract End Date: <u>JUNE 30, 2026</u>
Subcontractor Written Agreement Requirement:	Provider will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by State and Federal laws and regulations, and the Contract. (check applicable option) ☐ Provider will not utilize subcontractors. ☒ Provider will utilize subcontractors.
Data Transition and Secure Destruction:	Upon expiration or termination of the Contract, Provider shall: - Securely transfer data to the School District, or a successor provider at the School District's option and written discretion, in a format agreed to by the parties. - Securely delete and destroy data.
Challenges to Data Accuracy:	Parents, teachers, or principals who seek to challenge the accuracy of PII will do so by contacting the School District. If a correction to data is deemed necessary, the School District will notify Provider. Provider agrees to facilitate such corrections within 21 days of receiving the School District's written request.

Secure Storage and Data Security:	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☐ Using a cloud or infrastructure owned and hosted by a third party. ☒ Using Contractor owned and hosted solution. ☐ Other: VCLC uses local server and cloud-based backup for off-site storage. Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: Data security is of utmost importance and monitored on a regular basis.
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	
[Printed Name]	
[Title]	
Date:	



**VALLEY STREAM SCHOOL DISTRICT 24
OFFICE OF PUPIL SERVICES**

50 Hungry Harbor Road, Valley Stream, New York 11581-1499
(516) 434-2870 • FAX: (516) 791-0932

Ms. Juanita Walters
Director of Pupil Services

Dr. Unal Karakas
Superintendent of Schools

June 27, 2025

Dear Dr. Karakas,

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and Blue Sea Educational Consultant, Inc. for special education services the 2025-2026 School Year and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

Sincerely,

Juanita Walters
Director of Pupil Services

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2025 by and between the Board of Education of the Valley Stream Union Free School District No. 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 Blue Sea Educational Consulting, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1038 West Jericho Turnpike, Smithtown, NY 11787.

A. TERM:

The term of this Agreement shall be from July 1, 2025 through June 30, 2026, 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 CONSULTANT to the DISTRICT shall include, but not be limited to the following:
See scope of services attached hereto as **Exhibit A**

CONSULTANT further agrees that it shall provide the following additional services at no additional charge unless otherwise indicated: (a) implement goals and objectives as per each student's IEP; (b) complete quarterly progress reports regarding student progress as to the goals and objectives set forth thereon: and (c) provide the CSE with Annual Progress Reports.

2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT 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 CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship.
6. CONSULTANT 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. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT 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 execution of this Agreement, CONSULTANT 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 CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT 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 and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
14. CONSULTANT understands 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). CONSULTANT hereby acknowledges their responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

15. CONSULTANT, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. CONSULTANT, 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. CONSULTANT further agrees that any information received by CONSULTANT's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the DISTRICT, 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, CONSULTANT agrees 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 New York Education Law § 2-d. The Education Law Section 2-d Rider attached hereto is incorporated by reference and made a part of this Agreement.
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
 - a. At its own expense, CONSULTANT shall secure and maintain the insurance policies specified in **Exhibit B/C**, listing the Board of Education, its employees, and volunteers as additional insured.
 - b. Upon the execution of this Agreement by CONSULTANT, CONSULTANT 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. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the DISTRICT prior to the expiration date of coverage.
 - d. CONSULTANT shall provide the DISTRICT with a copy of any policy required under this Agreement upon the demand by the DISTRICT.

- e. Acceptance by the DISTRICT of a certificate or a policy does not excuse the CONSULTANT from maintaining the policies consistent with all provisions of this Agreement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:
SEE FEE SCHEDULE
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If, however, a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT 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.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:
 - a. 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.
 - b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT 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. 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.
- b. Neither CONSULTANT 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. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees, from and against any and all claims, losses, damages, causes of action, liens, encumbrances, penalties, fines, suits, proceedings, demands, costs (including attorneys' fees and disbursements) of whatsoever kind or nature, including claims for damages because of bodily injury, sickness, disease, or death, injury to, loss of use, or destruction of tangible property, in connection with CONSULTANT'S performance of services pursuant to this Agreement, or any of their agents, employees, officers, directors or partners, excluding only liability created by the DISTRICT's sole and exclusive negligence.

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: Superintendent of Schools
Dr. Unal Karakas
Valley Stream Union Free School District No. 24
William L. Buck School
75 Horton Avenue, Valley Stream, New York 11581

To Consultant: Blue Sea Educational Consulting, Inc.
1038 West Jericho Turnpike
Smithtown, NY 11787

5. The DISTRICT condemns and prohibits all forms of sexual harassment in the workplace (*see* N.Y.S. Human Rights Law § 296-d). The DISTRICT's anti-sexual harassment policy is available on the DISTRICT's website under Policy #0110. Reports of sexual harassment shall be made to the District's Title IX coordinator. CONSULTANT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for the DISTRICT and to provide the name and contact information of the DISTRICT's Title IX coordinator. CONSULTANT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees to the DISTRICT's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement.
6. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. 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.
9. 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.
10. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
11. 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.
12. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

13. 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.

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

CONSULTANT



By: Nicholas Mortati, President

[DISTRICT]

By: President, Board of Education

Exhibit A

See Attached

VALLEY STREAM #24 2025-2026 SCHOOL YEAR RATES

NAME	RATE	MINS
AAC/AT Consulting & Training (AACC) Individual In District	\$204.00	60
AAC/AT Consulting & Training (AACC) Individual Private	\$87.00	60
BIS 1:1 Paraprofessional (Para1) Individual In District	\$36.50	60
BIS 2:1 Paraprofessional (Para2) Individual In District	\$52.00	60
BIS Consulting (BIC) Individual Any	\$135.00	60
BIS (BIS) Individual Any	\$99.00	60
BIS Parent Counseling & Training (PCT) Individual Flexible (In District / Home / Community)	\$110.00	60
BIS PhD Psychology (BISPh) Individual Any	\$150.00	60
Certified Reading Specialist (CRS) Group In District	\$204.00	60
Certified Reading Specialist (CRS) Individual Any	\$130.00	60
CSE Meeting (CSE) Individual In District	\$78.00	FLAT
Education & Literacy Consulting (ELC) Individual In District	\$180.00	60
Educational Screening (ES) Individual Any	\$102.00	FLAT
Evaluation AAC/AT (AACEv) Individual In District	\$204.00	60
Evaluation ADOS (Bilingual) (ADOSB) Individual Any	\$175.00	60
Evaluation ADOS (Monolingual) (ADOSM) Individual Any	\$157.00	60
Evaluation Behavioral FBA/BIP (BISF) Individual Any	\$135.00	60
Evaluation Educational (Bilingual) (EEB) Individual Any	\$729.00	FLAT
Evaluation Educational (Monolingual) (EEd) Individual Any	\$571.00	FLAT
Evaluation Feeding Speech Language (Bilingual) (EFSLB) Individual Any	\$469.00	FLAT
Evaluation Feeding Speech Language (Monolingual) (EFSL) Individual Any	\$418.00	FLAT
Evaluation Occupational Therapy (Bilingual) (OTEB) Individual Any	\$311.00	FLAT
Evaluation Occupational Therapy (Monolingual) (OTEM) Individual Home	\$260.00	FLAT
Evaluation Physical Therapy (Bilingual) (PTEB) Individual Any	\$311.00	FLAT
Evaluation Physical Therapy (Monolingual) (PTM) Individual Any	\$311.00	FLAT
Evaluation PROMPT Speech Language (Bilingual) (EPSLB) Individual Any	\$469.00	FLAT
Evaluation PROMPT Speech Language (Monolingual) (EPSL) Individual Any	\$418.00	FLAT
Evaluation Psychoeducational (Bilingual) (EEB) Individual In District	\$1,458.00	FLAT
Evaluation Psychoeducational (Monolingual) (EEM) Individual Any	\$1,148.00	FLAT
Evaluation Psychological (Bilingual) (PEDBi) Individual Any	\$703.50	FLAT
Evaluation Psychological (Monolingual) (PsyEv) Individual In District	\$627.00	FLAT
Evaluation Social History (Bilingual) (SHEB) Individual Any	\$260.00	FLAT
Evaluation Social History (Monolingual) (SoEva) Individual Any	\$209.00	FLAT
Evaluation Specialized Reading (Monolingual) (ESRM) Individual Any	\$887.00	FLAT
Evaluation Speech Language (Bilingual) (SLEB) Individual Any	\$418.00	FLAT
Evaluation Speech Language (Monolingual) (SLEM) Individual Any	\$338.50	FLAT
Home Instruction (General Education) (HIGE) Individual Home	\$78.00	60
Home Instruction (General Education) (HIGE) Individual Private	\$78.00	60
Home Instruction (Special Education) (HISE) Individual Home	\$88.50	60
Home Instruction (Special Education) (HISE) Individual Private	\$88.50	60
Literacy Analyst (LA) Individual Flexible (In District / Home / Community)	\$92.00	60
Occupational Therapy Consultation (OTC) Individual Any	\$73.00	30
Occupational Therapy (OT) Group In District	\$88.75	30
Occupational Therapy (OT) Individual Home	\$68.50	30
Occupational Therapy (OT) Individual In District	\$52.00	30

VALLEY STREAM #24 2025-2026 SCHOOL YEAR RATES

NAME	RATE	MINS
Occupational Therapy (OT) Individual Private	\$68.50	30
Occupational Therapy Screening (OTS) Individual In District	\$78.00	FLAT
Physical Therapy Consultation (PTC) Individual Any	\$78.50	30
Physical Therapy (PT) Group In District	\$99.00	30
Physical Therapy (PT) Individual Home	\$78.00	30
Physical Therapy (PT) Individual In District	\$62.75	30
Physical Therapy (PT) Individual Private	\$78.50	30
Physical Therapy Screening (PTS) Individual Any	\$78.00	FLAT
School Psychologist (Per Diem) (SPsyD) Individual In District	\$835.00	FLAT
School Psychologist (SPsy) Individual In District	\$125.00	60
Social Work & Counseling (SWC) Group In District	\$130.00	60
Social Work & Counseling (SWC) Individual Home	\$99.00	60
Social Work & Counseling (SWC) Individual In District	\$99.00	60
Social Work & Counseling (SWC) Individual Private	\$99.00	60
Speech Language PROMPT Therapy (PROMT) Individual Any	\$73.00	30
Speech Language Teletherapy (SLPT) Individual Any	\$52.00	30
Speech Language Therapy Consultation (SLPC) Individual Any	\$67.75	30
Speech Language Therapy Feeding (SLTF) Individual Any	\$73.00	30
Speech Language Therapy (SLT) Group In District	\$88.75	30
Speech Language Therapy (SLT) Individual Home	\$67.75	30
Speech Language Therapy (SLT) Individual In District	\$57.50	30
Speech Language Therapy (SLT) Individual Private	\$67.75	30
Speech Language Therapy Screening (SLPS) Individual Any	\$102.00	FLAT
Team Meeting (TM) Individual Flexible (In District / Home / Community)	\$93.00	FLAT
Translation Cantonese/Mandarin (TCM) Individual In District	\$62.00	60
Translation Creole (TC) Individual In District	\$52.00	60
Translation Other (TO) Individual In District	\$62.00	60
Translation Spanish (TS) Individual In District	\$52.00	60
Tutoring General Education (TGE) Individual Home	\$78.00	60
Tutoring General Education (TGE) Individual Private	\$78.00	60
Tutoring Special Education (TSE) Individual Home	\$88.50	60
Tutoring Special Education (TSE) Individual In District	\$88.50	60

STUDENT ABSENCES. Should a student, individually or in a group, be absent or unable to attend a session and reasonable notice is given to the related service provider (the "Provider"), then the School District shall NOT be responsible for payment of the fee associated with such session. Reasonable notice shall mean notice given to the provider at least 24 hours before a regularly scheduled session. Otherwise, where no such notice is given of the student's absence or unavailability to receive services, then the fee charged to the school district shall be that as provided for in the fee schedule contained in this agreement up to a maximum of two (2) hours of service for all services provided for in this agreement, except for Paraprofessional which shall be up to a maximum of three (3) hours, and that session shall not be made up.

PROVIDER ABSENCES. Should a Provider be absent or unable to attend a session for any reason whatsoever, whether or not notice is given by such Provider, then the School District shall NOT be responsible for payment of any fee associated with such session, except that the provider may attempt to reschedule such services within a reasonable period of time of the missed date. If and when such services are subsequently rendered then the School District shall be responsible for payment of the fee associated with such service as provided for in Paragraph 3 of this agreement.

Exhibit B/C

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an Additional Insured on the CONSULTANT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the DISTRICT as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, admitted in and licensed to conduct business in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the DISTRICT including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT (CG 20 26) or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the CONSULTANT that are covered by the liability policies.
 - b. At the DISTRICT's request, the CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the CONSULTANT will provide a copy of the policy endorsements and forms.
4. The CONSULTANT agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the DISTRICT.

- b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB- 120.1) 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 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.
 - d. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the CONSULTANT performed under the contract for the DISTRICT. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - e. **Umbrella/Excess Insurance**
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.
6. The CONSULTANT 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 legal remedies available to the DISTRICT. The CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. 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 rights held by the DISTRICT.

If the CONSULTANT utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aljay Insurance Brokerage Ltd 6143 Jericho Tpke., Ste 100 P.O. Box 644 Commack NY 11725		CONTACT NAME: John Florea PHONE (A/C, No, Ext): (631) 261-3988 E-MAIL ADDRESS: john@aljayinsurance.com FAX (A/C, No): (631) 912-9618	
INSURED Blue Sea Educational 1038 W Jericho Tpke Smithtown NY 11787		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel INSURER B: Hartford INSURER C: Mount Vernon Fire Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 11000 26522	

COVERAGES

CERTIFICATE NUMBER: CL254424948

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		12SBMAF3918	05/11/2025	05/11/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		12SBMAF3918	05/11/2025	05/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	Y		12SBMAF3918	05/11/2025	05/11/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12WECBR5NPH	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	Y		SP2554321E	07/15/2024	07/15/2025	COVERAGE LIMITS EACH CLAIM: \$2,000,000 ANNUAL AGGREGATE: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured.

Sexual Abuse & Misconduct Coverage is included with limits of \$1,000,000 per occurrence. Beazly Insurance Company Inc. - Policy# SML00000419335A - Effective: 6/22/2024 - 6/22/2025. - NAIC #: 37540

CERTIFICATE HOLDER

CANCELLATION

Valley Stream UFSD #24 75 Horton Avenue Valley Stream NY 11581	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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2025- 2026 School Year Documents

- **Form W-9**
- **IEP Direct Frontline Confidentiality & Non-Disclosure Agreement**
- **Statement of Reassignment & NYS Department of Health Provider Agreement**
- **Provider Agreement (SSHSP)**
- **Blue Sea Data Security & Privacy Plan**

(9 Pages with Cover)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) BLUE SEA EDUCATIONAL CONSULTING INC.
	2 Business name/disregarded entity name, if different from above.
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions _____ ☐
5 Address (number, street, and apt. or suite no.). See instructions. 1038 WEST JERICHO TURNPIKE	Requester's name and address (optional)
6 City, state, and ZIP code SMITHTOWN, NEW YORK 11787	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	7	-	1	8	5	6	2	2	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Michael Moritz</i>	Date <i>02/24/2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



IEP DIRECT.COM FRONTLINE CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT
(2025 – 2026 School Year)

- Blue Sea Educational Consulting Inc. ("Blue Sea") and its employees and providers agree to maintain the confidentiality to the best of our ability of our Login Identification and Password provided by the Client School District, and not share this information with anyone not similarly bound by an IEPDirect.com confidentiality agreement such as an Independent Contractor or other Provider affiliated with Blue Sea.
- Blue Sea agrees to inform the School District as soon as practicable if our login identification and password are stolen or compromised in any manner upon notice of same.
- Blue Sea agrees to take every responsible step to ensure the confidentiality of access to IEP Direct by or through our company computers, including limiting access to contents, screens or workings of IEPDirect.com in any manner to any one not otherwise employed by Blue Sea, or not otherwise authorized to access the program.

Acknowledged by: Nicholas Mortati Date: 2/25/2025

Name/Title: Nicholas Mortati, President



**Statement of Reassignment & New York State Department of
Health Provider Agreement 2025 – 2026**

STATEMENT OF REASSIGNMENT

Blue Sea Educational Consulting Inc. (hereinafter 'Provider')

By this reassignment the above-named Provider agrees as follows:

1. To reassign all Medicaid reimbursements to your School District that Provider has contracted with for providing medical services billed under the School Supportive Health Services Program ("SSHSP");
2. To accept as payment in full the contracted reimbursement rates for covered services as agreed to under separate contract between Provider and School District;
3. To comply with all rules and policies as described under separate contract between Provider and School District;
4. To agree not to bill Medicaid directly for any services School District would be otherwise eligible to bill for under SSHSP.

Nothing in this Statement of Reassignment would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the SSHSP.

Acknowledged by: Nicholas Mortati Date: 2/24/2025

Name/Title: Nicholas Mortati, President



**PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act, **BLUE SEA EDUCATIONAL CONSULTING INC.** agrees as follows to:

(A)

(1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.

(2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.

(3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

(B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color national origin, handicap, age, sex, religion, and/or marital status.

(C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules, and Regulations of the State of New York.

Provider's Authorized Signature: Nicholas Mortati Date: 2/24/2025
Name/Title: Nicholas Mortati, President
1038 West Jericho Turnpike
Smithtown, NY 11787

See page 2 List of School Districts

BLUE SEA EDUCATIONAL CONSULTING INC.**CONTRACTED SCHOOL DISTRICTS 2025-2026**

SCHOOL DISTRICT	SCHOOL DISTRICT
Amagansett UFSD	Malverne UFSD
Amityville UFSD	Massapequa Public Schools
Babylon UFSD	Merrick UFSD
Baldwin UFSD	Miller Place UFSD
Bay Shore UFSD	New Hyde Park-Garden City Park UFSD
Bellmore Merrick CHSD	North Babylon
Bellmore Public Schools	North Bellmore UFSD
Center Moriches UFSD	North Merrick UFSD
Copiague UFSD	North Shore CSD
Deer Park UFSD	Oceanside UFSD
East Islip UFSD	Oyster-Bay-East Norwich CSD
East Meadow UFSD	Patchogue-Medford School District
East Williston UFSD	Plainview-Old Bethpage CSD
Eastport/South Manor CSD	Riverhead CSD
Elmont UFSD	Rockville Centre UFSD
Elwood UFSD	Rocky Point UFSD
Farmingdale UFSD	Roosevelt UFSD
Floral Park-Bellerose UFSD	Roslyn UFSD
Franklin Square UFSD	Sachem Central Schools
Freeport Public Schools	Sayville Public Schools
Garden City Public Schools	Seaford UFSD
Glen Cove CSD	Sewanhaka CHSD
Great Neck UFSD	Smithtown CSD
Half Hollow Hills CSD	South Country CSD
Hampton Bays UFSD	Southold UFSD
Harmony Heights	The Henry Viscardi School
Hempstead UFSD	Three Village CSD
Herricks Public Schools	Uniondale School District
Hicksville UFSD	Valley Stream CHSD
Island Park UFSD	Valley Stream District #24
Island Trees UFSD	Valley Stream UFSD #13
Jericho UFSD	Valley Stream UFSD #30
Kings Park CSD	Wantagh UFSD
Levittown UFSD	West Babylon UFSD
Lindenhurst UFSD	West Hempstead UFSD
Locust Valley CSD	Westbury Public Schools
Long Beach Public Schools	Western Suffolk BOCES
Longwood CSD	William Floyd UFSD
Lynbrook UFSD	DDI - Huntington
	East Rockaway Public Schools



Blue Sea Data Security & Privacy Plan

Blue Sea Educational Consulting is committed to protecting the privacy and security of each and every student's personally identifiable information and data. Employees and subcontractors of Blue Sea should be aware of policies and procedures, and Parents' Bill of Rights for Data Privacy and Security currently in effect for client school districts for which Blue Sea provides educational services. Blue Sea employees who will receive personally identifiable information from student records shall receive periodic training to ensure compliance with federal and state privacy laws, and overall compliance with this Data Security and Privacy Plan. For purposes of this plan "District Data" means all information obtained by Blue Sea from a client school district in connection with services provided by Blue Sea pursuant to an agreement by and between Blue Sea and a client school district. The term "District Data" does not include any information made publicly known by a client school district.

1. District Data received by Blue Sea will be used only to perform Blue Sea's obligations pursuant to a professional services agreement and for no other purposes.
2. Blue Sea will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure District Data from unauthorized access, disclosure, alteration and use. Blue Sea will use industry-standard and up-to-date security tools and technologies such as anti-virus protections encryption, firewalls, password protection and intrusion detection methods in providing services pursuant to a professional services agreement. Blue Sea will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
3. Blue Sea will only share District Data with entities or persons authorized by the professional services agreement. To the extent that District Data will be shared by Blue Sea with other authorized entities or persons not employed by Blue Sea, then Blue Sea will ensure those persons or entities will be required to agree in writing that it/they will comply with all terms of this and all related agreements relating to confidentiality of records and data security and privacy.
4. Upon termination of this agreement for any reason, Blue Sea, as directed by a client school district in writing, agrees to securely destroy (take actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means, or return all District Data received by Blue Sea as soon as reasonably possible.
5. Pursuant to New York Education Law §2-d Blue Sea will store and protect district data by a combination of storage/security methods including but not limited to:



- a) Storage of Electronic Data: Blue Sea's Operating System ("BOS") as an application is authored in enterprise level, Microsoft [ASP.NET](#) 4.5.1 server-side programming languages, leveraging HTML5/CSS3 for presentation on desktop/mobile/responsive platforms. Webserver is hosted at top tier rack host, in a secure NOC, in Dallas, TX. Data is stored within a MySQL/MariaDB v5 database, hosted on an enterprise cloud rack, with redundant backup, in a secure NOC, in Dallas TX. Communication between server and client is encrypted with SSL (Secure Socket Layer), with 256bit AES encryption. All sensitive data is accessible strictly to users behind user account login credentials, leveraging Microsoft [ASP.NET](#) authentication, with strong password schemas.
 - b) Storage of Non-Electronic Data: Files are stored in locked filing cabinets in a secure physical location;
 - c) Employee Security Measures: employees are required to adhere to company policies and procedures that protect the security and privacy of personally identifiable student data. These policies and procedures include periodic training, coaching and monitoring. Employees sign confidentiality agreements with respect to maintaining confidential records that are in full force and affect during and upon an employee's separation from employment from Blue Sea;
 - d) Account Management & Access Control: Employees are required to maintain confidential passwords and unique user identifications. Passwords are regularly and frequently updated. Blue Sea's Operating System provides for automatic termination of sessions that provide access to confidential information.
 - e) Physical Security Measures: Confidential information is maintained in secured areas within the facilities of Blue Sea, and visitors are excluded from these same areas. These areas are secured by lock and key, and electronic alarm system.
- 6. Student data will be used for the exclusive purpose of providing educational/related services and/or evaluations to the student as per school district request.
 - 7. Blue Sea will ensure that employees, contractors, persons or entities with whom it shares student data will abide by data protection and security requirements.
 - 8. Upon expiration of the agreement between Blue Sea and a client school district, and Blue Sea and a subcontractor, student data will be saved and maintained in a secure format for a period of seven (7) years, or a statutory required mandated minimum period of time, whichever is longer.



9. The parent or guardian, student or other individual may challenge the accuracy of the data received by Blue Sea by following applicable law (e.g., Family Educational Rights and Privacy Act), employment agreements, and policies, rules and regulations. If Blue Sea receives a challenge to the accuracy of data from a parent or guardian, student, or other individual, then Blue Sea will notify the client school district in writing. Blue Sea will not amend any data without a written request from the client school district. 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 CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by the State Education Department's Chief Privacy Officer.
10. A student's personally identifiable information shall not be sold or released for any commercial purposes.
11. A complete list of all student data elements collected by the State Education Department is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>. The State Education Department's Chief Privacy Officer will develop additional elements for this Parents' Bill of Rights, which will be prescribed in Regulations of the Commissioner of and updated by Blue Sea accordingly.
12. Upon the adoption of regulations and guidance from the State Education Department, as required by Education Law §2-d(3) and §2-d(5)(a-b), if a client school district enters into a contract with Blue Sea in which student, teacher, or principal data is shared with, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
13. Individuals may access the State Education Department's Parents' Bill of Rights at: <http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>.

Acknowledged by: Nicholas Mortati Date: 02/24/2025

Name/Title: Nicholas Mortati, President



06/23/25

Ms. Rosalie DePace
Valley Stream Union Free School District No. 24
50 Hungry Harbor Road
Valley Stream, NY 11581

Re: Contract for Services 2025-2026 School Year

Dear Ms. DePace,

Please find attached partially executed Consultant Service Contracts, including rate sheets, for the 2025-2026 school year. In addition, please find attached the following documents:

- Certificate of Liability
- Form W-9 Taxpayer Identification
- Statement of Reassignment
- IEP Confidentiality & Non-disclosure Agreement
- Blue Sea Data Security & Privacy Plan

If you have any questions, or require any additional information, please don't hesitate to contact me at 631-368-2583, or by email at lsievers@blueseaeeducation.com

Respectfully,

A handwritten signature in black ink, appearing to read "Lisa Sievers", is written over a horizontal line.

Lisa Sievers

Human Resources Manager

Blue Sea Educational Consulting, Inc.

lsievers@blueseaeeducation.com

631-368-2583



**VALLEY STREAM SCHOOL DISTRICT 24
OFFICE OF PUPIL SERVICES**

50 Hungry Harbor Road, Valley Stream, New York 11581-1499
(516) 434-2870 • FAX: (516) 791-0932

Ms. Juanita Walters
Director of Pupil Services

Dr. Unal Karakas
Superintendent of Schools

June 27, 2025

Dear Dr. Karakas,

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and White Glove Community Care for special education services the 2025-2026 School Year and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

Sincerely,

Juanita Walters
Director of Pupil Services

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 25 day of June, 2025 by and between the Board of Education of the Valley Stream Union Free School District No. 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 [White Glove Community Care] (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at [89 Barttlet st Brooklyn NY 11206].

A. TERM:

The term of this Agreement shall be from July 1, 2025 through June 30, 2026, 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 CONSULTANT to the DISTRICT shall include, but not be limited to the following: See scope of services attached hereto as **Exhibit A**

CONSULTANT further agrees that it shall provide the following additional services at no additional charge unless otherwise indicated: (a) implement goals and objectives as per each student's IEP; (b) complete quarterly progress reports regarding student progress as to the goals and objectives set forth thereon: and (c) provide the CSE with Annual Progress Reports.

2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT 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 CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship.
6. CONSULTANT 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. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT 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 execution of this Agreement, CONSULTANT 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 CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT 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 and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
14. CONSULTANT understands 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). CONSULTANT hereby acknowledges their responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

15. CONSULTANT, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. CONSULTANT, 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. CONSULTANT further agrees that any information received by CONSULTANT's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the DISTRICT, 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, CONSULTANT agrees 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 New York Education Law § 2-d. The Education Law Section 2-d Rider attached hereto is incorporated by reference and made a part of this Agreement.
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
 - a. At its own expense, CONSULTANT shall secure and maintain the insurance policies specified in **Exhibit B/C**, listing the Board of Education, its employees, and volunteers as additional insured.
 - b. Upon the execution of this Agreement by CONSULTANT, CONSULTANT 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. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the DISTRICT prior to the expiration date of coverage.
 - d. CONSULTANT shall provide the DISTRICT with a copy of any policy required under this Agreement upon the demand by the DISTRICT.

- e. Acceptance by the DISTRICT of a certificate or a policy does not excuse the CONSULTANT from maintaining the policies consistent with all provisions of this Agreement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:
SEE FEE SCHEDULE
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If, however, a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT 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.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

1. Termination:
 - a. 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.
 - b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT 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. 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.
- b. Neither CONSULTANT 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. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees, from and against any and all claims, losses, damages, causes of action, liens, encumbrances, penalties, fines, suits, proceedings, demands, costs (including attorneys' fees and disbursements) of whatsoever kind or nature, including claims for damages because of bodily injury, sickness, disease, or death, injury to, loss of use, or destruction of tangible property, in connection with CONSULTANT'S performance of services pursuant to this Agreement, or any of their agents, employees, officers, directors or partners, excluding only liability created by the DISTRICT's sole and exclusive negligence.

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: Superintendent of Schools
Dr. Unal Karakas
Valley Stream Union Free School District No. 24
William L. Buck School
75 Horton Avenue, Valley Stream, New York 11581

To Consultant:

[White Glove Community Care]
[89 Bartlett Brooklyn NY 11206]

5. The DISTRICT condemns and prohibits all forms of sexual harassment in the workplace (*see* N.Y.S. Human Rights Law § 296-d). The DISTRICT's anti-sexual harassment policy is available on the DISTRICT's website under Policy #0110. Reports of sexual harassment shall be made to the District's Title IX coordinator. CONSULTANT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for the DISTRICT and to provide the name and contact information of the DISTRICT's Title IX coordinator. CONSULTANT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees to the DISTRICT's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement.
6. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. 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.
9. 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.
10. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
11. 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.
12. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
13. 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.

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

CONSULTANT

[DISTRICT]

By: Nadia Nerangan

By: President, Board of Education

Exhibit A

Exhibit B/C

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an Additional Insured on the CONSULTANT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the DISTRICT as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, admitted in and licensed to conduct business in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the DISTRICT including Workers Compensation.

- c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT (CG 20 26) or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
- 3. a. The certificate of insurance must describe the services provided by the CONSULTANT that are covered by the liability policies.

b. At the DISTRICT's request, the CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the CONSULTANT will provide a copy of the policy endorsements and forms.
- 4. The CONSULTANT agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.
- 5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the DISTRICT.

- b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB- 120.1) 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 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.
- d. **Professional Errors and Omissions Insurance**

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

e. **Umbrella/Excess Insurance**

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. The CONSULTANT 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 legal remedies available to the DISTRICT. The CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. 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 rights held by the DISTRICT.

If the CONSULTANT utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.



**VALLEY STREAM SCHOOL DISTRICT 24
OFFICE OF PUPIL SERVICES**

50 Hungry Harbor Road, Valley Stream, New York 11581-1499
(516) 434-2870 • FAX: (516) 791-0932

Ms. Juanita Walters
Director of Pupil Services

Dr. Unal Karakas
Superintendent of Schools

June 27, 2025

Dear Dr. Karakas,

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and The Hagedorn Little Village School, Jack Joel Center for Special Children for special education services the 2025-2026 School Year and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

Sincerely,

Juanita Walters
Director of Pupil Services

THE HAGEDORN LITTLE VILLAGE SCHOOL
JACK JOEL CENTER FOR SPECIAL CHILDREN
INSTRUCTIONAL SERVICES CONTRACT

THIS AGREEMENT made this 20th day of June between The Hagedorn Little Village School, Jack Joel Center for Special Children, 750 Hicksville Road, Seaford, New York, party of the first part, and Valley Stream UFSD No. 24, party of the second part.

WITNESSETH:

WHEREAS, the party of the first part operates a school for disabled children with the State at 750 Hicksville Road, Seaford, New York, is incorporated pursuant to the Laws of the State and is registered by the Commissioner of Education of the State in accordance with the standards established by him, and

WHEREAS, the party of the second part is duly empowered by Chapter 853 of the Education Law of 1976 of the State of New York to contract with private schools for the disabled, located outside of its district boundary but within the State of New York, for the education of the disabled children who reside in said district, and

WHEREAS, the party of the second part has found the school operated by the party of the first part appropriate to provide instruction adapted to educational, physical and social/emotional needs of such children.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Valley Stream UFSD No. 24 students shall be admitted for the school term beginning Monday July 7, 2025 through Friday, August 15, 2025. Said student shall be entitled to and shall receive such instruction and services as are described and required by the Individualized Education Program ("IEP") provided by the Party of the Second Part; and shall be afforded all the rights and privileges enjoyed by other students in attendance who are similarly situated. The Party of the First Part shall not be obligated to deliver instruction and services pursuant to a modification of the IEP, in the absence of a written mutual agreement between the parties that it do so. Regular school hours are 8:30 a.m. – 2:00 p.m.
2. The Valley Stream UFSD No. 24 students shall be admitted for the school term beginning Thursday, September 4, 2025 through Thursday, June 18, 2026. Said student shall be entitled to and shall receive such instruction and services as are described and required by the Individualized Education Program ("IEP") provided by the Party of the Second Part, as per the CSE recommendation; and shall be afforded all the rights and privileges enjoyed by other students in attendance who are similarly situated. The Party of the First Part shall not be obligated to deliver instruction and services pursuant to a modification of the IEP, in the absence of a written mutual agreement between the parties that it do so. Regular school hours are 8:30 a.m. – 2:00 p.m.

SUMMARY OF TUITION RATES

The party of the second part hereby agrees to pay to the party of the first part the following tuition rates:

a. Summer 2025 Session	\$ 10,238.00*
b. Fall 2025/2026 Session	\$ 61,430.00*
c. Summer 1-1 Aide	\$ 4,739.10*
d. Fall 1-1 Aide	<u>\$ 28,434.60*</u>

Total Tuition for the 12 Month 2025/2026 School Year \$ 104,841.70*

*These rates are subject to change upon New York State rate revisions.

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 ("HIPPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPPA and shall comply with the Act and its implementing regulations.

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

For:



Jon Feingold, Ph.D.
Executive Director
The Hagedorn Little Village School
750 Hicksville Road
Seaford, NY 11783

Signature – Authorized School District Person
Title:
School District: Valley Stream UFSD No. 24
Address: 50 Hungry Harbor Road
Valley Stream, NY 11581

July 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2025						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

January 2026						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May 2026						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

June 2026						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July	7	First Day of Summer School
August	15	Last Day of Summer School
September	1	Labor Day - School Closed
	2-3	Staff Orientation Days
	4	First Day of School
	16	Back to School Night
	23 - 24	Rosh Hashana - School Closed
October	2	Yom Kippur
	13	Columbus Day - School Closed
November	4	Staff Development Day (No school for children)
	11	Veteran's Day School Closed
	27-28	Thanksgiving Recess - School Closed
December	12/24 - 1/2	Holiday Recess - School Closed

January	5	School Reopens
	19	Martin Luther King Day - School Closed
February	16 - 20	Winter Recess - School Closed
April	2 - 8	Easter/Passover - School Closed
May	25	Memorial Day - School Closed
June	18	Last day of School
	19	Juneteenth - School Closed
	22	Graduation / Conference

 Indicates Staff Only Days
  Beginning/end of session

This calendar allows for 2 emergency/snow days. If emergency/snow days are not fully utilized, **school may be closed on June 22 (graduation/staff conference day will move to June 18th) and May 22nd**. Please be aware that if we exceed our emergency day allowance we may need to move to remote instruction or open during winter or spring break.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Hagedorn Little Village School	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► Not for Profit	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 750 Hicksville Road	Requester's name and address (optional)
6 City, state, and ZIP code Seaford, NY 11783	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
1	1		-	2	2	2	2	8	0	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

11/31/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



New York State Education Department
Office of Management Services
Special Education Program Services and Reimbursement Bureau

CERTIFIED TUITION RATES FOR

School Name				School Code		County Name		Year
HAGEDORN LITTLE VILLAGE SCHOOL				280518998058		NASSAU		202425
Rate Type	Program	Version	Date	Cert 2 Mo	Cert 10 Mo	Non Adj 2 Mo	Non Adj 10 Mo	Half Hour
PROSP	9000	CURR	2025-03-28	\$10,238.00	\$61,430.00	\$10,238.00	\$61,430.00	\$
PROSP	9160	CURR	2025-03-28	\$0.00	\$42,878.00	\$0.00	\$42,878.00	\$
PROSP	9115	CURR	2025-03-28	\$10,893.00	\$65,356.00	\$10,893.00	\$65,356.00	\$
PROSP	9100	CURR	2025-03-28	\$7,908.00	\$47,448.00	\$7,908.00	\$47,448.00	\$

Version is either "CURR" to represent the most current rate record or "HIST" to represent a history rate record. If a CURR is present then the HIST is no longer a valid rate record for a program.

Rate Type will be one of the following; PROSP for Prospective, RECON for Reconciliation, APPEL for Appeal or AUDIT for Audited Tuition Rate.

NonAdj2Mo/NonAdj10Mo is the 2 or 10 month tuition rate before including the 2 year prior reconciliation adjustment.

Cert2Mo/Cert10Mo is the **certified** tuition rate including the 2 year prior reconciliation adjustment used for billing purposes..

Billable Half Hour Rates are for SEIT and Related Service programs only.

[Return to Request Screen](#)

Attachment II
2024-25 Regional Weighted Average Per Diem Tuition Rates
1:1 Teacher Aides

County	1:1 Aides 2024-25 School-Age
1 ALBANY	\$ 146.95
2 ALLEGANY	\$ 138.46
3 BROOME	\$ 138.46
4 CATTARAUGUS	\$ 138.46
5 CAYUGA	\$ 138.46
6 CHAUTAUQUA	\$ 138.46
7 CHEMUNG	\$ 138.46
8 CHENANGO	\$ 138.46
9 CLINTON	\$ 138.46
10 COLUMBIA	\$ 146.95
11 CORTLAND	\$ 138.46
12 DELAWARE	\$ 138.46
13 DUTCHESS	\$ 170.74
14 ERIE	\$ 137.24
15 ESSEX	\$ 138.46
16 FRANKLIN	\$ 138.46
17 FULTON	\$ 146.95
18 GENESEE	\$ 142.26
19 GREENE	\$ 146.95
20 HAMILTON	\$ 138.46
21 HERKIMER	\$ 138.46
22 JEFFERSON	\$ 138.46
23 LEWIS	\$ 138.46
24 LIVINGSTON	\$ 142.26
25 MADISON	\$ 138.46
26 MONROE	\$ 142.26
27 MONTGOMERY	\$ 146.95
28 NASSAU	\$ 157.97
30 NEW YORK CITY	\$ 193.01

County	1:1 Aides 2024-25 School-Age
40 NIAGARA	\$ 137.24
41 ONEIDA	\$ 138.46
42 ONONDAGA	\$ 138.46
43 ONTARIO	\$ 142.26
44 ORANGE	\$ 170.74
45 ORLEANS	\$ 142.26
46 OSWEGO	\$ 138.46
47 OTSEGO	\$ 138.46
48 PUTNAM	\$ 170.74
49 RENSSELAER	\$ 146.95
50 ROCKLAND	\$ 170.74
51 ST. LAWRENCE	\$ 138.46
52 SARATOGA	\$ 146.95
53 SCHENECTADY	\$ 146.95
54 SCHOHARIE	\$ 146.95
55 SCHUYLER	\$ 138.46
56 SENECA	\$ 142.26
57 STEUBEN	\$ 138.46
58 SUFFOLK	\$ 157.97
59 SULLIVAN	\$ 170.74
60 TIOGA	\$ 138.46
61 TOMPKINS	\$ 138.46
62 ULSTER	\$ 170.74
63 WARREN	\$ 138.46
64 WASHINGTON	\$ 138.46
65 WAYNE	\$ 142.26
66 WESTCHESTER	\$ 170.74
67 WYOMING	\$ 137.24
68 YATES	\$ 142.26



**VALLEY STREAM SCHOOL DISTRICT 24
OFFICE OF PUPIL SERVICES**

50 Hungry Harbor Road, Valley Stream, New York 11581-1499
(516) 434-2870 • FAX: (516) 791-0932

Ms. Juanita Walters
Director of Pupil Services

Dr. Unal Karakas
Superintendent of Schools

June 27, 2025

Dear Dr. Karakas,

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and Valley Stream UFSD 30 for special education services the 2025-2026 School Year and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

Sincerely,

Juanita Walters
Director of Pupil Services

SPECIAL EDUCATION SERVICES CONTRACT**Education Law § 4401(2)(b)****(Cross-Contract with Public School District)**

This Agreement is entered into this 1st day of July, 2025 by and between the Board of Education of the Valley Stream UFSD 24 (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, NY 11581, and the Board of Education of the Valley Stream UFSD 30 (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 175 N. Central Avenue, Valley Stream, NY 11580.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING DISTRICT is a public school district 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, 2025 through June 30, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING 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 RECEIVING DISTRICT 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).

RECEIVING DISTRICT further agrees that it shall provide the following additional services at no additional charge unless otherwise indicated: (a) implement goals and objectives as per each student's IEP; (b) complete quarterly progress reports regarding student progress as to the goals and objectives set forth thereon; and (c) provide the CSE with Annual Progress Reports.

2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT 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 SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.

4. The RECEIVING DISTRICT 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, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship.
6. The RECEIVING DISTRICT 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 SENDING 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 RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The RECEIVING DISTRICT shall comply with all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
10. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
12. The RECEIVING DISTRICT 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 SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT 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) and New York Education Law § 2-d. The Education Law Section 2-d Rider attached hereto is incorporated by reference and made a part of this Agreement.
15. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
16. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING 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 RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
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 RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
19. Insurance:
 - a. At its own expense, RECEIVING DISTRICT shall secure and maintain the insurance policies specified in **Exhibit B**, listing the Board of Education, its employees, and volunteers as additional insured.
 - b. Upon the execution of this Agreement by RECEIVING DISTRICT, RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING 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. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the SENDING DISTRICT prior to the expiration date of coverage.
- d. RECEIVING DISTRICT shall provide the SENDING DISTRICT with a copy of any policy required under this Agreement upon the demand by the SENDING DISTRICT.
- e. Acceptance by the SENDING DISTRICT of a certificate or a policy does not excuse the RECEIVING DISTRICT from maintaining the policies consistent with all provisions of this Agreement.

C. COMPENSATION:

- 1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education.
 - a. The estimated tuition rate pursuant to the Commissioner's formula is currently \$7,04.20 per student per month.
 - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
- 2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING 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 SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
- 4. The SENDING DISTRICT shall give the RECEIVING DISTRICT 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 SENDING DISTRICT or the RECEIVING DISTRICT 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 SENDING DISTRICT or the RECEIVING DISTRICT 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. RECEIVING DISTRICT 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 RECEIVING DISTRICT 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. SENDING 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. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING 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 RECEIVING 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.
 - b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING 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 SENDING 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 Sending District: Superintendent of Schools, Valley Stream UFSD 24
75 Horton Avenue
Valley Stream, NY 11581
- To Receiving District: Superintendent of Schools, Valley Stream UFSD 30
175 N. Central Avenue
Valley Stream, NY 11580
5. The parties condemn and prohibit all forms of sexual harassment in the workplace (*see* N.Y.S. Human Rights Law § 296-d). The SENDING DISTRICT's anti-sexual harassment policy is available on the SENDING DISTRICT's website under Policy #0110. Reports of sexual harassment shall be made to the SENDING DISTRICT's Title IX coordinator. RECEIVING DISTRICT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for the SENDING DISTRICT and to provide the name and contact information of the SENDING DISTRICT's Title IX coordinator. RECEIVING DISTRICT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees to the SENDING DISTRICT's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement.
6. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. 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.
9. 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.
10. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
11. 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.

12. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
13. 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.

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

SENDING DISTRICT VS24

RECEIVING DISTRICT VS30

By: _____
President, Board of Education

By: _____
President, Board of Education

Exhibit B

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, RECEIVING DISTRICT hereby agrees to effectuate the naming of the SENDING DISTRICT as an Additional Insured on the RECEIVING DISTRICT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the SENDING DISTRICT as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, admitted in and licensed to conduct business in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the SENDING DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the SENDING DISTRICT including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT (CG 20 26) or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the RECEIVING DISTRICT that are covered by the liability policies.
 - b. At the SENDING DISTRICT's request, the RECEIVING DISTRICT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the RECEIVING DISTRICT will provide a copy of the policy endorsements and forms.
4. The RECEIVING DISTRICT agrees to indemnify the SENDING DISTRICT for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
 \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
 \$2,000,000 Products and Completed Operations
 \$1,000,000 Personal and Advertising Injury
 \$1,000,000 Sexual Misconduct and Assault
 \$100,000 Fire Damage
 \$10,000 Medical Expense

 Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the SENDING DISTRICT.
 - b. **Automobile Liability**
 \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance**
 Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB- 120.1) 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 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.

d. **Professional Errors and Omissions Insurance**

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

e. **Umbrella/Excess Insurance**

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. The RECEIVING DISTRICT acknowledges that failure to obtain such insurance on behalf of the SENDING DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the DISTRICT. The RECEIVING DISTRICT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the SENDING DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the SENDING DISTRICT.

If the RECEIVING DISTRICT utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and "Contractor" is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the Valley Stream UFSD 30 (the "District") and Contractor to the contrary, Contractor agrees as follows:

1. Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third-parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that the District's Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Part 121 of the Regulations of the Commissioner of Education, as it may be amended from time-to-time if applicable.

"Protected Data" includes any information rendered confidential by New York State ("State") or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the District. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the District as that term is defined in § 99.3 of FERPA,

-AND-

Personally identifiable information from the records of the District relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

2. Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with District policy(ies) on data security and privacy. Contractor shall promptly reimburse the District for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall return all of the District's data unless otherwise provided, including any and all Protected Data, in its possession by secure transmission.

Contractor's Data Security and Privacy Plan Requirements

3. Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of the District's Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:

- a. Outline how the Contractor will implement all State, federal, and local data security and privacy requirements over the life of the Agreement, consistent with the District's data security and privacy policy;
- b. Specify the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;
- c. Demonstrate Contractor's compliance with the requirements of 8 NYCRR Part 121.3(c);
- d. Specify how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and State laws governing confidentiality of such data prior to receiving access;
- e. Specify how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
- f. Specify how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District;
- g. Describe whether, how and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Contractor when the Agreement is terminated or expires.

4. Pursuant to the Plan, Contractor will:

- a. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5;
- b. Comply with the data security and privacy policy of the District; Education Law § 2-d; and Part 121;
- c. Limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services;
- d. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;
- e. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student:

- i. except for authorized representatives of Contractor such as a subcontractor or assignee to the extent they are carrying out the Agreement and in compliance with State and federal law, regulations and its Agreement with District; or
 - ii. unless required by statute or court order and Contractor has provided a notice of disclosure to the department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
- f. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
- g. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and
- h. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

Contractor understands and agrees that it is responsible for submitting the above-referenced Data Security and Privacy Plan to the District prior to the start of the term of this Agreement. A copy of Contractor's Data Security and Privacy Plan is attached hereto as Exhibit "C". Further, Contractor shall sign a copy of the District's Parents Bill of Rights attached hereto as Exhibit "A".

Contractor's Supplemental Information Requirements

5. Contractor understands that, as part of the District's obligations under New York State Education Law § 2-d, Contractor is responsible for providing the District with supplemental information to be included in the District's Parents' Bill of Rights. Such supplemental information shall include:

- a. The exclusive purposes for which the student data or teacher or principal data will be used;
- b. How the Contractor will ensure that the subcontractors, persons or entities that the Contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- c. When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the Agreement;
- d. If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- e. Where the student data or teacher or principal 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.

The supplemental information required to be provided is included as Exhibit "B" and is incorporated by reference herein and made a part of this Agreement.

6. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data or teacher or principal data, Contractor shall immediately notify the District and advise it as to the nature of the breach and steps Contractor has taken to minimize said breach. Said notification must be made in the most expedient way possible and without unreasonable delay but within no more than seven (7) calendar days of discovery of

the breach. Notification required hereunder shall be made in writing and must, to the extent available, include a description of the breach, date of incident, date of discovery, the types of personally identifiable information affected, the number of records affected, a description of Contractor's investigation, and contact information for Contractor's representatives who can assist the District. Notification must be sent to the District's Superintendent of Schools with a copy to the District's Data Protection Officer. Notifications required under this paragraph must be provided to the District. at the following address:

Superintendent of Schools
Valley Stream UFSD 30
175 N. Central Avenue, Suite 220
Valley Stream, NY 11580

7. In the event that Contractor fails to notify the District of a breach in accordance with Education Law § 2-d, and/or Part 121 of the Regulations of the Commissioner of Education, said failure shall be punishable by a civil penalty of the greater of five thousand dollars (\$5,000) or up to ten dollars (\$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 § 899-aa(6)(a).

8. Except as provided in Education Law § 2-d(6)(d), in the event Contractor violates Education Law § 2-d, said violation shall be punishable by a civil penalty of up to one thousand dollars (\$1,000). A second violation involving the same data shall be punishable by a civil penalty of up to five thousand dollars (\$5,000). Any subsequent violation involving the same data shall be punishable by a civil penalty of up to ten thousand dollars (\$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 § 899-aa(6)(a).

9. Contractor agrees that it will cooperate with the District and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of the Contractor or its employees, agents, affiliates, or authorized users, as related to such investigations, will be the sole responsibility of the Contractor if such breach is attributable to the Contractor or its subcontractors.

10. Upon termination of this Agreement, Contractor shall return or, at the District's option, destroy all confidential information obtained in connection with the services provided herein and/or Protected Data. Destruction of the confidential information and/or Protected 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. Contractor further agrees that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

11. In the event a Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Contractor by State and federal law and Agreement shall apply to the subcontractor.

12. Where a parent or eligible student requests a service or product from Contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party Contractor for purposes of providing the requested product or service, such use by the third-party Contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to New York State Education Law §2-d, parents, legal guardians and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information, as defined by Education Law §2-d. This document contains a plain-English summary of such rights.

- A student's personally identifiable information cannot be sold or released for any commercial purposes.
- Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Valley Stream Union Free School District Thirty.
- State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
- A complete list of all student data elements collected by New York State is available for review at the following website: <http://www.p12.nysed.gov/irs/sirs>

The list may also be made available by writing to:

Office of Information & Reporting Services
New York State Education Department
Room 863 EBA,
89 Washington Avenue
Albany, NY 12234

Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Valley Stream UFSD 30
Attn: Data Protection Officer
175 N. Central Avenue, Suite 220
Valley Stream, New York 11580
Marcela Moran
516-434-3642

OR

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234
Email: CPO@mail.nysed.gov

- Each contract with a third-party contractor which will receive student data, or teacher or principal data will include information addressing the following:
 - The exclusive purposes for which the student data or teacher or principal data will be used.
 - How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
 - When the agreement expires and what happens to the student data or teacher and principal data upon expiration of the agreement.
 - If and how a parent, student, a student over eighteen years of age, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - Where the student data or teacher or principal data will be stored, and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

- Third-party contractors are also required to:
 - Provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
 - Limit internal access to education records to those individuals who have a legitimate educational interest in such records.
 - Not use educational records for any other purpose than those explicitly authorized in the contract;
 - Not disclose personally identifiable information to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the third-party contractor provides a notice of the disclosure to the New York State Education Department, board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
 - Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
 - Notify the District of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;
 - Provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;
 - Provide a signed copy of this Bill of Rights to the District thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.

- This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

Contractor: _____

Signature: _____

Printed Name: _____

Date: _____

Title: _____

EXHIBIT "B"
Contractor's Supplemental Information

Name of Contractor	
Description of the purpose(s) for which Contractor will receive/access PII	
Type of PII that Contractor will receive/access	Check all that apply: ☐ Student PII ☐ APPR Data
Agreement Term	Agreement Start Date: _____ Agreement End Date: _____
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written agreement that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the Contractor by State and federal laws and regulations, and the Agreement. (check applicable option): ☐ Contractor will not utilize subcontractors. ☐ Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: - Securely transfer data to District, or a successor contractor at the District's option and written discretion, in a format agreed to by the parties. - Securely delete and destroy data.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the District. If a correction to data is deemed necessary, the District will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the District's written request.
Secure Storage and Data Security	Please describe where PII will be stored and the protections taken to ensure PII will be protected (check all that apply): ☐ Using a cloud or infrastructure owned and hosted by a third-party. ☐ Using Contractor owned and hosted solution. ☐ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:
Encryption	Data will be encrypted while in motion and at rest.

Contractor: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

EXHIBIT "C"
Contractor's Data Security & Privacy Plan

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.



**VALLEY STREAM SCHOOL DISTRICT 24
OFFICE OF PUPIL SERVICES**

50 Hungry Harbor Road, Valley Stream, New York 11581-1499
(516) 434-2870 • FAX: (516) 791-0932

Ms. Juanita Walters
Director of Pupil Services

Dr. Unal Karakas
Superintendent of Schools

June 27, 2025

Dear Dr. Karakas,

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and Access 7 Services INC for special education services the 2025-2026 School Year and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

Sincerely,

Juanita Walters
Director of Pupil Services

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 20 25 by and between the Board of Education of the Valley Stream Union Free School District No. 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 ACCESS 7 SERVICES INC (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 6080 Jericho Turnpike Suite 200 Commack New York 11725

A. TERM:

The term of this Agreement shall be from July 1, 2025 through June 30, 2026, 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 CONSULTANT to the DISTRICT shall include, but not be limited to the following:
See scope of services attached hereto as **Exhibit A**

CONSULTANT further agrees that it shall provide the following additional services at no additional charge unless otherwise indicated: (a) implement goals and objectives as per each student's IEP; (b) complete quarterly progress reports regarding student progress as to the goals and objectives set forth thereon: and (c) provide the CSE with Annual Progress Reports.

2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT 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 CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship.
6. CONSULTANT 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. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT 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 execution of this Agreement, CONSULTANT 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 CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. DISTRICT reserves the right to reject any of the CONSULTANT's staff, which the DISTRICT, at its sole discretion, may deem unqualified.
10. CONSULTANT shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
11. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
12. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT's administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
13. CONSULTANT 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 and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
14. CONSULTANT understands 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). CONSULTANT hereby acknowledges their responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

15. CONSULTANT, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. CONSULTANT, 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. CONSULTANT further agrees that any information received by CONSULTANT's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the DISTRICT, 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, CONSULTANT agrees 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 New York Education Law § 2-d. The Education Law Section 2-d Rider attached hereto is incorporated by reference and made a part of this Agreement.
16. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
18. Insurance:
 - a. At its own expense, CONSULTANT shall secure and maintain the insurance policies specified in **Exhibit B/C**, listing the Board of Education, its employees, and volunteers as additional insured.
 - b. Upon the execution of this Agreement by CONSULTANT, CONSULTANT 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. Proof of insurance confirming renewals of insurance required hereunder must be submitted to the DISTRICT prior to the expiration date of coverage.
 - d. CONSULTANT shall provide the DISTRICT with a copy of any policy required under this Agreement upon the demand by the DISTRICT.

- e. Acceptance by the DISTRICT of a certificate or a policy does not excuse the CONSULTANT from maintaining the policies consistent with all provisions of this Agreement.

C. COMPENSATION:

- 1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:
SEE FEE SCHEDULE
- 2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
- 3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If, however, a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
- 4. The DISTRICT shall give the CONSULTANT 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.
- 5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS:

- 1. Termination:
 - a. 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.
 - b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT 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. 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.
- b. Neither CONSULTANT 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. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees, from and against any and all claims, losses, damages, causes of action, liens, encumbrances, penalties, fines, suits, proceedings, demands, costs (including attorneys' fees and disbursements) of whatsoever kind or nature, including claims for damages because of bodily injury, sickness, disease, or death, injury to, loss of use, or destruction of tangible property, in connection with CONSULTANT'S performance of services pursuant to this Agreement, or any of their agents, employees, officers, directors or partners, excluding only liability created by the DISTRICT's sole and exclusive negligence.

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: Superintendent of Schools
Dr. Unal Karakas
Valley Stream Union Free School District No. 24
William L. Buck School
75 Horton Avenue, Valley Stream, New York 11581

To Consultant: Access 7 Services Inc
6080 Jericho Turnpike
Suite 200
Commack New York 11725

5. The DISTRICT condemns and prohibits all forms of sexual harassment in the workplace (*see* N.Y.S. Human Rights Law § 296-d). The DISTRICT's anti-sexual harassment policy is available on the DISTRICT's website under Policy #0110. Reports of sexual harassment shall be made to the District's Title IX coordinator. CONSULTANT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for the DISTRICT and to provide the name and contact information of the DISTRICT's Title IX coordinator. CONSULTANT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees to the DISTRICT's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement.
6. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. 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.
9. 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.
10. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
11. 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.
12. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

13. 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.

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

ACCESS 7 SERVICES INC

Valley Stream #24 UFSD

By:

A handwritten signature in black ink, appearing to read "D. J. H. [unclear]", written over a horizontal line.

By:

President, Board of Education

Exhibit A



Access 7 Services Inc.

Nassau BOCES UFSD Rates 2025-2026

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
ABA Skills Assessments		Individual	\$107.00	\$85.50		
ABA Skills Assessments	Spanish	Individual	\$150.00	\$85.50		
Administration Workshop (6hrs)					\$2,677.50	6 hours
Assistive Technology - Staff Development and Training			\$107.00			
Assistive Technology (AT) Consultation Services		Parent(s)	\$112.00	\$85.50		
Assistive Technology (AT) Consultation Services	Spanish	Parent(s)	\$127.50	\$85.50		
Assistive Technology (AT) Consultation Services		Individual	\$133.50	\$85.50		
Assistive Technology (AT) Consultation Services	Spanish	Individual	\$153.00	\$85.50		
Augmentative/Alternative Communication Evaluation (SLP)		Individual		\$85.50	\$2,356.00	
Augmentative/Alternative Communication Evaluation (SLP)	Spanish	Individual		\$85.50	\$2,754.00	
Augmentative/Alternative Communication Services		Individual	\$294.00	\$85.50		2 Hour Minimum
Augmentative/Alternative Communication Services	Spanish	Individual	\$321.00	\$85.50		2 Hour Minimum
Autism Consultation (BCBA/LBA/Doctoral)		Individual	\$171.00	\$85.50		
Autism Diagnostic Observation Schedule (ADOS)		Individual		\$85.50	\$1,377.00	
Autism Diagnostic Observation Schedule (ADOS)	Spanish	Individual		\$85.50	\$2,142.00	
Behavior Rating Scale (by Psychologist)		Individual	\$140.00	\$85.50		
Behavior Rating Scale (by Psychologist)	Spanish	Individual	\$341.00	\$85.50		
Behavior Rating Scale (by Special Educator)		Individual	\$187.00	\$85.50		
Behavior Rating Scale (by Special Educator)	Spanish	Individual	\$209.00	\$85.50		
Behavior Services by BCBA-HOME		Individual	\$155.00	\$85.50		
Behavior Services by BCBA-HOME	Spanish	Individual	\$173.00	\$85.50		
Behavior Services by BCBA-SCHOOL		Individual	\$135.00	\$85.50		
Behavior Services by BCBA- SCHOOL	Spanish	Individual	\$160.00	\$85.50		
Behavior Services by NON-BCBA-HOME		Individual	\$107.00	\$85.50		
Behavior Services by NON-BCBA-HOME	Spanish	Individual	\$150.00	\$85.50		

***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.

Nassau BOCES UFSD Rates 2025-2026

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Behavior Services by NON-BCBA-SCHOOL		Individual	\$107.00	\$85.50		
Behavior Services by NON-BCBA-SCHOOL	Spanish	Individual	\$150.00	\$85.50		
Behavioral Aide (1:1 Paraprofessional)		Individual	\$54.00	\$85.50		
Behavioral Intervention Plan (BIP) Development		Individual		\$85.50	\$428.00	
Counseling in Home		Individual	\$107.00	\$85.50		
Counseling in School		Individual	\$97.00	\$85.50		
Counseling in School		Group	\$161.00	\$85.50		
CSE Chair and Administrative Consultant		Individual			\$1,480.00	DAILY RATE
Educational Consultant		Individual	\$375.00	\$85.50		
Educational Consultant full-day				\$85.50	\$2,142.00	
Educational Consultant half-day				\$85.50	\$1,275.00	
Evaluations - Assistive Technology (AT)		Individual		\$85.50	\$1,480.00	
Evaluations - Assistive Technology (AT)	Spanish	Individual		\$85.50	\$2,142.00	
Evaluations - Educational		Individual		\$85.50	\$295.00	
Evaluations - Educational	Spanish	Individual		\$85.50	\$382.00	
Evaluations - Functional Analysis		Individual		\$85.50	\$3,672.00	
Evaluations - Occupational Therapy		Individual		\$85.50	\$214.00	
Evaluations - Reading		Individual		\$85.50	\$382.00	
Evaluations - Wilson Reading		Individual		\$85.50	\$433.00	
Evaluations - Orton Gillingham		Individual		\$85.50	\$484.00	
Evaluations - Physical Therapy		Individual		\$85.50	\$321.00	
Evaluations - Psychiatric		Individual		\$85.50	\$2,142.00	
Evaluations - Psychoeducational		Individual		\$85.50	\$1,606.00	
Evaluations - Psychoeducational	Spanish	Individual		\$85.50	\$2,652.00	
Evaluations - Psychological		Individual		\$85.50	\$1,326.00	

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6060 Jericho Turnpike, Suite 200 Commack NY 11725

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Email: jd@access7online.com



Access 7 Services Inc.

Nassau BOCES UFSD Rates 2025-2026

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Evaluations - Psychological	Spanish	Individual		\$85.50	\$2,142.00	
Evaluations - Social History		Individual		\$85.50	\$265.00	
Evaluations - Social History	Spanish	Individual		\$85.50	\$331.50	
Evaluations - Speech Language		Individual		\$85.50	\$331.50	
Extended Day/After School program/Specialized Instruction		Group	\$161.00	\$85.50		
Feeding Therapy		Individual	\$171.00	\$85.50		
Feeding Therapy		Parent(s)	\$171.00	\$85.50		
Feeding Therapy		Staff/CSE member(s)	\$171.00	\$85.50		
Functional Behavior Assessments (by BCBA)		Individual		\$85.50	\$970.00	
Functional Behavior Assessments (by BCBA)	Spanish	Individual		\$85.50	\$1,606.00	
Home Tutoring/Instruction		Individual	\$107.00	\$85.50		
Job Coach On Site		Individual	\$135.00	\$85.50		
Nurse : Registered Nurse (RN)		Individual	\$102.00	\$85.50		
Nurse: LPN		Individual	\$82.00	\$85.50		
Occupational Therapy at Home		Individual	\$140.00	\$85.50		
Occupational Therapy at School		Individual	\$135.00	\$85.50		
Occupational Therapy at School		Group	\$204.00	\$85.50		
Occupational Therapy Classroom Consultation - in School		Individual	\$161.00	\$85.50		
Occupational Therapy Consultant in School		Individual	\$135.00	\$85.50		
Occupational Therapy Handwriting Groups		Group		\$85.50	\$107.00	Per Class
Occupational Therapy Whole Class Push-Ins		Group		\$85.50	\$107.00	Per Class
Occupational Therapy Screening		Individual		\$85.50	\$81.50	
Parent Counseling & Training by BCBA-HOME			\$155.00	\$85.50		
Parent Counseling & Training by BCBA- HOME	Spanish		\$173.00	\$85.50		

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6060 Jericho Turnpike, Suite 200 Commack NY 11725

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Email: jd@access7online.com



Access 7 Services Inc.

Nassau BOCES UFSD Rates 2025-2026

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Parent Counseling & Training by BCBA-SCHOOL		Individual	\$135.00	\$85.50		
Parent Counseling & Training by BCBA-SCHOOL	Spanish		\$160.00	\$85.50		
Parent Counseling & Training by NON-BCBA-HOME		Individual	\$107.00	\$85.50		
Parent Counseling & Training by NON-BCBA-HOME	Spanish	Individual	\$150.00	\$85.50		
Participation in Team or Parent Meetings/Program Review		Individual		\$85.50		
Physical Therapy		Individual	\$214.00	\$85.50		
Physical Therapy		Group	\$97.00	\$85.50		Rate per student
Physical Therapy Screening		Individual		\$85.50	\$107.00	
Reading Services		Individual	\$214.00	\$85.50		
Reading Services		Group	\$428.00	\$85.50		No more than 3 students
Reading Services- Wilson Reading		Individual	\$268.00	\$85.50		
Reading Services -Wilson Reading		Group	\$642.00	\$85.50		No more than 3 Students
Reading Services-Orton-Gillingham		Individual	\$321.00	\$85.50		
Reading Services-Orton-Gillingham		Group	\$805.00	\$85.50		
Resource Room Services-HOME		Individual	\$102.00	\$85.50		
Resource Room Services-SCHOOL		Individual	\$97.00	\$85.50		
Resource Room Services-SCHOOL		Group	\$155.00	\$85.50		
School Psychologist					\$750.00	DAILY RATE
School Aide (1:1 Paraprofessional)		Individual	\$36.00	\$85.50		

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or school closure

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Phone: 631 864 7770 Fax 631 864 7773

Email: jd@access7online.com



Access 7 Services Inc.

Nassau BOCES UFSD Rates 2025-2026

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
School Shared Aide		Group	\$51.00	\$85.50		\$50 first 2 students \$15 each additional student
Special Education Teacher		Individual	\$107.00	\$85.50		
Special Education Teacher		Group	\$71.50	\$85.50		Rate per student
Speech/Language Consultant Teacher - in School			\$135.00	\$85.50		
Speech/Language Screening		Individual		\$85.50	\$81.50	
Speech/Language Services		Group	\$321.00	\$85.50		No more than 5 students
Speech/Language Services at Home		Individual	\$173.00	\$85.50		
Speech/Language Services at School		Individual	\$135.00	\$85.50		
Speech/PROMT Therapy		Individual	\$135.00	\$85.50		
Staff Development and Training-Aide Training					\$278.00	DAILY RATE
Staff Development and Training- Behavioral Training					\$642.00	DAILY RATE
Transition Coordinator		Individual	\$240.00	\$85.50		
Transition Coordinator	Spanish	Individual	\$238.00	\$85.50		
Travel Training		Individual	\$102.00	\$85.50		

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6060 Jericho Turnpike, Suite 200 Commack NY 11725

Phone: 631.864.7770 Fax 631.864.7773

Email: jd@access7online.com

Exhibit B/C

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an Additional Insured on the CONSULTANT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the DISTRICT as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, admitted in and licensed to conduct business in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the DISTRICT including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT (CG 20 26) or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the CONSULTANT that are covered by the liability policies.
 - b. At the DISTRICT's request, the CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the CONSULTANT will provide a copy of the policy endorsements and forms.
4. The CONSULTANT agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the DISTRICT.

- b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB- 120.1) 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 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.
 - d. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the CONSULTANT performed under the contract for the DISTRICT. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - e. **Umbrella/Excess Insurance**
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.
6. The CONSULTANT 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 legal remedies available to the DISTRICT. The CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. 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 rights held by the DISTRICT.

If the CONSULTANT utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC One Jericho Plaza Suite 200 Jericho NY 11753	CONTACT NAME: Kittryn Kaelin	
	PHONE (A/C, No, Ext): 516-745-0800 FAX (A/C, No): 516-745-0082	
	E-MAIL ADDRESS: Kitt_Kaelin@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company	18058
	INSURER B: Hartford Casualty Insurance Company	29424
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Access 7 Services Inc
6080 Jericho Tpke
Suite 200
Commack NY 11725

ACCE7SE-01

COVERAGES**CERTIFICATE NUMBER:** 314186964**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	PHPK2578651-004	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PHPK2578651-004	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	PHUB873398-003	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	12WECA Y8CJ2	5/24/2025	5/24/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Abuse & Molestation		PHPK2578651-004 PHPK2578651-004	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Each Prof Incident* \$1,000,000 Occurrence Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Professional Liability Limits: \$1,000,000. Each Professional Incident/\$3,000,000. Aggregate.

GL-Additional Insured-Primary and non-contributory insurance, form # PI-GL-005 (07/12); GL-Additional Insured -Designated person or organization form # CG 2026(4/13); GL-General Liability Deluxe endorsement: Human Services form # PI-GLD-HS NY (10/11); AL-Primary and non-contributory-other insurance condition form # PI-CA-023 CA (07/19); UL-Umbrella Schedule of underlying form # PI-CXL-002 NY (05/19); UL- follow form endorsement form # PI-CXL-041 NY (05/16); UL-Automobile liability (sublimit) form# PI-CXL-092 (01/19).

Certificate holder, its Board, employees and volunteers are included as additional insured as respects to General Liability, Auto Liability and Umbrella Liability, when required by written contract, as respects work performed by the insured. Special Education Related and Professional Services including but not limited to See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Valley Stream UFSD #24
50 Hungry Harbor Road
Valley Stream NY 11581
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Access 7 Services Inc 6080 Jericho Tpke Suite 200 Commack NY 11725
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Speech, OT, Behavioral Therapy and Education services. Waiver of Subrogation is applicable to General Liability and Umbrella Liability. Umbrella policy is follow form. The insurance provided in the General Liability, Auto Liability, Umbrella Liability policies is primary, and any other insurance shall be excess only, and not contributing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Valley Stream UFSD #24
50 Hungry Harbor Road
Valley Stream, NY 11581
USA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Access 7 Services, Inc. 6080 Jericho Tpke. Suite 200 Commack, NY 11725 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 631-864-7770 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 273922775
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Valley Stream UFSD #24 50 Hungry Harbor Road Valley Stream, NY 11581 USA	3a. Name of Insurance Carrier Hartford Casualty Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 12WECAY8CJ2 3c. Policy effective period 05/24/2025 to 05/24/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Richard Famigletti
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  5/24/2025
(Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 517-745-0800

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) ACCESS 7 SERVICES INC 6080 JERICHO TURNPIKE, SUITE 200 COMMACK, NY 11725 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 631-864-7770 1c. Federal Employer Identification Number of Insured or Social Security Number 273922775
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Valley Stream UFSD #24 50 Hungry Harbor Road Valley Stream, NY 11581 USA	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL448736 3c. Policy effective period 07/20/2024 to 07/19/2026

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/14/2025 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.	
Date Signed _____	By _____ (Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number _____	Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE
CONDITION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Garage Coverage Form supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	3
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	5
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7

Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- 2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required In Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

O. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, for damages resulting from injury for which the insured is liable solely due to either disparate impact or vicarious liability. Personal and advertising injury does not mean discrimination:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

POLICY NUMBER ~~PHPK~~2578651-004

SCHEDULE OF UNDERLYING INSURANCE			
Employers' Liability UMBRELLA COVERAGE FOR WORKERS COMPENSATION AND EMPLOYERS' LIABILITY IS NOT APPLICABLE IN SITUATIONS WHERE AN EMPLOYEE IS SUBJECT TO THE NEW YORK WORKERS COMPENSATION LAW			
Company: _____ Policy Number: _____ Policy Period: _____ Minimum Applicable Limits			
Bodily injury by accident	\$ _____		Each Accident
Bodily injury by disease	\$ _____		Each Employee
Bodily injury by disease	\$ _____		Policy Limit
Commercial General Liability ☒ Occurrence ☐ Claims-Made			
Company: <u>Philadelphia Indemnity Insurance Company</u> Policy Number: <u>PHPK2578651-004</u> Policy Period: <u>07/01/2025</u> <u>07/01/2026</u> Retroactive Date: <u>Not Applicable</u> Minimum Applicable Limits:			
General Aggregate	\$ _____	3,000,000	
Products-Completed Operations Aggregate	\$ _____	3,000,000	
Personal And Advertising Injury	\$ _____	1,000,000	
Each Occurrence	\$ _____	1,000,000	
Commercial Auto Liability			
Company: <u>Philadelphia Indemnity Insurance Company</u> Policy Number: <u>PHPK2578651-004</u> Policy Period: <u>07/01/2025</u> <u>07/01/2026</u> Minimum Applicable Limits			
Garage Aggregate Limit For Other Than Autos (if applicable)	\$ _____	Not Applicable	
Each Accident	\$ _____	1,000,000	

POLICY NUMBER: **PHPK2578651-004**

Professional Liability		☒ Occurrence	☐ Claims-Made
Company: <u>Philadelphia Indemnity Insurance Company</u>			
Policy Number: <u>PHPK2578651-004</u>			
Policy Period: <u>07/01/2025</u> <u>07/01/2026</u>			
Retroactive Date: <u>Not Applicable</u>			
Minimum Applicable Limits			
<u>Each Professional Incident</u>	\$	<u>1,000,000</u>	
<u>Aggregate</u>	\$	<u>3,000,000</u>	

Employee Benefits Liability		☐ Occurrence	☐ Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
_____	\$	_____	
_____	\$	_____	

Abusive Conduct Liability		☐ Occurrence	☐ Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
_____	\$	_____	
_____	\$	_____	

Directors & Officers Liability		☐ Occurrence	☐ Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
_____	\$	_____	
_____	\$	_____	

POLICY NUMBER: ~~PH~~PK2578651-004

Liquor Liability Company: _____ Policy Number: _____ Policy Period: _____ Retroactive Date: _____ Minimum Applicable Limits _____ \$ _____ _____ \$ _____	☐ Occurrence ☐ Claims-Made
Watercraft Liability Company: _____ Policy Number: _____ Policy Period: _____ Retroactive Date: _____ Minimum Applicable Limits _____ \$ _____ _____ \$ _____	☐ Occurrence ☐ Claims-Made
Other Coverages Not Included in Above Company: _____ Policy Number: _____ Policy Period: _____ Retroactive Date: _____ Minimum Applicable Limits _____ \$ _____ _____ \$ _____	☐ Occurrence ☐ Claims-Made

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY

This policy is intended to include Commercial General Liability Coverage.

The Commercial General Liability insurance provided will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance unless otherwise directed by this policy, or an endorsement to this policy.

To the extent that such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance."

Any per location or per project aggregate limit of insurance that is extended in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance will not apply to the coverage provided by this endorsement.

Notwithstanding anything to the contrary in this policy, the insurance coverage afforded by this policy as respects operations in New York State shall conform to the requirements of the applicable New York State Insurance Laws and the applicable New York State Insurance Department Regulations. However, the limit of insurance provided by this policy shall be excess of the limit of insurance of any "underlying insurance" or self-insurance as stated in the Schedule of Underlying Insurance or any endorsements attached thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 07/01/2025

Name of Person or Organization (Additional Insured):

as required by contract

SECTION I - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE LIABILITY (SUBLIMIT)

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY

SCHEDULE

AUTOMOBILE LIABILITY SUB-LIMIT:

Each Occurrence Limit: \$ 4,000,000

Notwithstanding any provision to the contrary, this policy will provide auto liability coverage subject to the **AUTOMOBILE LIABILITY SUB-LIMIT** shown in the endorsement **SCHEDULE** above. This sub-limit is part of, and not in addition to, the Limits of Insurance stated in the Declarations.

The auto liability insurance provided will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance unless otherwise directed by this policy, or an endorsement to this policy.

To the extent such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance."



**VALLEY STREAM SCHOOL DISTRICT 24
OFFICE OF PUPIL SERVICES**

50 Hungry Harbor Road, Valley Stream, New York 11581-1499
(516) 434-2870 • FAX: (516) 791-0932

Ms. Juanita Walters
Director of Pupil Services

Dr. Unal Karakas
Superintendent of Schools

June 27, 2025

Dear Dr. Karakas,

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the agreement between the District and North Merrick UFSD for Instructional Services and Special Education and Related Services for the 2025-2026 School Year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate same on behalf of the Board of Education.

Sincerely,

Juanita Walters
Director of Pupil Services

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

This Agreement is entered into this _____ day of _____, 2025 by and between the Board of Education of the **VALLEY STREAM UFSD 24** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York 11581 and the Board of Education of the **NORTH MERRICK UFSD** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 1057 Merrick Avenue, Merrick, New York.

WITNESSETH

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING DISTRICT is a public school district 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, 2025 through June 30, 2026**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT 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 SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
4. The RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 SENDING 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 RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The RECEIVING DISTRICT shall comply with all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
10. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
12. The RECEIVING DISTRICT 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 SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT 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 SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
16. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING 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 RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
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 RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
19. Insurance
 - a. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING 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 RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in

accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education.

- a. The estimated tuition rate pursuant to the Commissioner's formula is currently \$81,984 per student per year.
 - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING 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 SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
 4. The SENDING DISTRICT shall give the RECEIVING DISTRICT 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 SENDING DISTRICT or the RECEIVING DISTRICT 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 SENDING DISTRICT or the RECEIVING DISTRICT 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. RECEIVING DISTRICT 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 RECEIVING DISTRICT 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. SENDING 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. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING 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 RECEIVING 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.
- b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING 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 SENDING 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 Sending District: Juanita Walters
 Director of Special Education
 Valley Stream UFSD 24
 75 Horton Avenue
 Valley Stream, New York 11581

To Receiving District: Dr. Edward Murphy
 Assistant Superintendent for Special Education and PPS
 North Merrick UFSD
 1057 Merrick Avenue
 Merrick, NY 11566

- 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.

VALLEY STREAM UFSD 24

NORTH MERRICK UFSD

By: President, Board of Education

Date



By: President, Board of Education

megan Ryan
6/10/25

Date

Part 2: Contract Cost and Pricing Information

The cost proposal must be an all-inclusive amount for the full range of services required for one year under the contract. No additional billing will be allowed for travel expenses, parking, participant materials, or other incidentals.

KELLY'S TEMPORARY PERSONNEL RATE SCHEDULE 2024-2029					
POSITION	COST 2024/2025	COST 2025/2026	COST 2026/2027	COST 2027/2028	COST 2028/2029
Account Clerk	\$26.10/hour	26.83	27.55	28.28	29.00
General Clerk	\$24.65/hour	25.38	26.10	26.83	27.55
Clerk Typist	\$26.10/hour	26.83	27.55	28.28	29.00
Stenographic Secretary	\$29.00/hour	29.73	30.45	31.18	31.90
School Courtesy Desk Monitor	\$26.10/hour	26.83	27.55	28.28	29.00
Registration Clerk	\$26.10/hour	26.83	27.55	28.28	29.00
Administrative Assistant	\$27.55/hour	28.28	29.00	29.73	30.45
Janitor	\$26.10/hour	26.83	27.55	28.28	29.00

Provide any other relevant information that will assist the Districts in evaluating your Proposal.

Kelly has identified four categories of cost savings that the Districts may realize in their temporary staffing program:

- **Administration:** ways in which Kelly can help manage your temporary staffing program, allowing your staff to focus on their core responsibilities
- **Process Improvements:** areas that often exhibit wasted time or effort
- **Financial:** contractual pricing terms and other leveraged opportunities
- **Demand Management:** When and how you use flexible labor